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-67808
Date of Lease:	June 1, 1979
Lessor:	United States of America
Lessee:	Houston G. Williams
Legal Description:	Township 27 North, Range 111 West Section 6: N/2NE/4 Section 7: SE/4 Section 18: E/2E/2 Section 19: E/2E/2 Sublette County, Wyoming Containing 560.00 acres, more or less

280042

RECORDED Aug 21 2000 1:25pM
IN BOOK 116 Oth PAGE 1
FEES $ 6.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

THAT Tom Brown, Inc. operates the following described well(s) located on the Subject Lease or on lands pooled or communitized therewith:

Federal 20-6
Township 27 North, Range 111 West
Section 6: NE/4
Sublette County, Wyoming

Federal 40-7
Township 27 North, Range 111 West
Section 7: 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 before me this 1ST day of August, 2000 by Rodney G. Mellott.

Witness my hand and official seal

My Commission Expires:
12-6-03

Notary Public

PHYLLIS MALISHESKI
NOTARY PUBLIC, STATE OF COLORADO

STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, By Stipulation of Interest and Corrective Cross-Assignment of Oil and Gas Leases dated effective as of the date of first production from the Federal #40-20 well, located in the SE/4 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming, filed with the Bureau of Land Management on September 21, 1988, and recorded in Book 74, Page 294 of the records of Sublette County, Wyoming (hereinafter referred to as the "Stipulation") Energetics '79 Limited Partnership (hereinafter referred to as "Energetics '79") and various other parties agreed as to their respective interests in the following-described Oil and Gas Leases, only as they pertain to the Federal #20-20 well, located in the NE/4 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming, both before and after payout of the Federal #20-20 pursuant to various agreements among certain of the parties to the Stipulation:

Serial No.:	W-54137
Date:	April 1, 1976
Lessor:	United States of America
Lessee:	Melvin Meester
Lands Covered:	Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4 Sublette County, Wyoming
Recorded:	Book 64, Page 155; Book 64, Page 328; Book 64, Page 562
Serial No.:	W-68117
Date:	July 1, 1979
Lessor:	United States of America
Lessee:	Ole M. Hanson
Lands Covered:	Township 27 North, Range 111 West, 6th P.M. Section 20: SE/4 Sublette County, Wyoming
Recorded:	Book 59, Page 7

RECORDED Aug. 21 2000 1:25 PM
IN BOOK 116 0+6 PAGE 2
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

280043

and

WHEREAS, subsequent to the Stipulation, Energetics '79 assigned all of the interest credited to it in the Stipulation (hereinafter referred to as the "Stipulated Interest") to Energy Associates, Inc. and Energetics 1988 Limited Partnership; and

WHEREAS, by reason of the various assignments executed by Energetics '79, uncertainty exists as to the correct distribution of the Stipulated Interest; and

WHEREAS, Tom Brown, Inc. is the successor in interest to Energy Associates, Inc.; and

WHEREAS, the undersigned desire to clarify the correct distribution of the Stipulated Interest.

NOW, THEREFORE, the undersigned, in consideration of Ten Dollars ($10.00), the mutual assignments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer, and set over each party unto the other party hereto, and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their interests in the Stipulated Interest in such a manner that the Stipulated Interest is owned in the following proportions:

Tom Brown, Inc.	76.483984% of the Stipulated Interest
Energetics 1988 Limited Partnership	23.516016% of the Stipulated Interest

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. This Stipulation of Interest and Corrective Cross-Assignment of Oil and Gas Leases and the assignments made hereby are limited to those depths and formations from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-20, and are further limited to production from the Federal #20-20 only.

2. All assignments made hereby are without warranty of title, either express or implied.

3. This Stipulation of Interest and Corrective Cross-Assignment of Oil and Gas Leases shall be binding upon the undersigned, and their respective successors and assigns, and may be executed in counterpart with the same effect as if both parties had executed the same copy.

EXECUTED this 16th day of June, 2000.

TOM BROWN, INC.

ATTEST:

By _____
Rodney G. Mellott, Vice President - Land

_____
Bruce R. DeBoer, Secretary

ENERGETICS 1988 LIMITED PARTNERSHIP

By _____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16th day of June, 2000, by Rodney G. Mellott as Vice President-Land of TOM BROWN, INC., a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission expires: March 9, 2002

_____
Notary Public

STATE OF _____)
)
STATE OF COLORADO

CITY & COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 4th day of August, 2000 by Jordan R. Smith as President of Energetics, Inc., General Partner of ENERGETICS 1988 LIMITED PARTNERSHIP, a limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My Commission Expires:

May 14, 2001

_____
Notary Public
8335 Fairmount Dr.
Denver, CO 80231

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment") is made and entered into by and between L.G. and Judy K. Marsolek, husband and wife, whose address is 10667 Jaguar Point, Littleton, Colorado, 80124 ("Assignor") and TOM BROWN, INC., whose address is 555 Seventeenth Street, Suite 1850, Denver, Colorado, 80202 ("Assignee").

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, CONVEY and DELIVER unto Assignee all of the following:

1. All right, title and interest of Assignor in and to the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Lease"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to the Lease;

2. All right, title and interest of Assignor in, to and under or derived from all presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Lease;

3. All right, title and interest of Assignor in, to and under or derived from all presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements, rights-of-way easements, permits and surface leases and other contracts, agreements and instruments, insofar as the same are appurtenant to the Lease;

4. All right, title and interest of Assignor in and to all wells, equipment, fixtures and personal property located on or pooled with the Lease and used in connection with or as an incident to the operation of the Lease or interest therein;

5. All right, title and interest of Assignor in the oil, gas and other minerals produced and saved and to be produced and saved under and pursuant to the Lease or interest therein and the contracts referred to above, and all renewals and extensions thereof, together with the income and proceeds derived and to be derived and accruing to and to accrue from and in connection with the sale or other disposition thereof; and

6. To the extent transferable, the benefit of the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the foregoing properties, rights and interests against Assignor's predecessors in title to same and full substitution and subrogation of all rights accruing under the statutes of limitations or prescription under the laws of the State of Wyoming.

It is the intention of this Assignment to assign, convey and transfer unto Assignee, its successors and assigns, all of the interest of Assignor in and to all oil and gas leasehold interests owned by Assignor in, to and under the lands described in Exhibit "A" attached hereto, whether or not said interests are fully or accurately described on said Exhibit "A". In confirmation of this, Assignor hereby covenants and agrees with Assignee to execute and deliver to Assignee such other and further instruments of conveyance and to do or cause to be done all such acts and things as may be necessary to more fully convey, assign and transfer to and vest in Assignee the above specified interest in all of the lands, leases, properties, rights and interests herein transferred, assigned and conveyed or intended so to be.

Assignor shall indemnify, save and hold harmless Assignee against all claims, costs, expenses and liabilities which accrue or relate to times prior to the effective date of this Assignment and Assignee shall indemnify, save and hold harmless Assignor against all claims, costs, expenses and liabilities which accrue

280044

RECORDED Aug. 21 2000 1:25PM
IN BOOK 116 O+G PAGE 4
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cathy Souter

[redacted] [redacted] [redacted]

or relate to times after the effective date of this Assignment. Assignor shall be entitled to receive all proceeds, including proceeds from production of oil and gas, attributable to the Lease before the effective date of this Assignment and Assignee shall be entitled to receive all proceeds, including proceeds from production of oil and gas, attributable to the Lease after the effective date of this Assignment. Assignee shall be responsible for and shall pay all sales taxes which may become due and payable pursuant to this Assignment and Assignor shall be responsible for and shall pay all lawfully assessed production and personal property taxes accruing prior to the effective date of this Assignment.

THIS ASSIGNMENT is made and accepted without warranty of title, either express or implied, except by, through and under Assignor. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective heirs, successors and assigns. This Assignment shall be effective as of July 1, 2000 at 7:00 A.M. Mountain Standard Time.

ASSIGNOR:

L. G. Marsolek

Judy K. Marsolek

ASSIGNEE:

TOM BROWN, INC.

Rodney G. Mellott, V.P. - Land

ATTEST:

Bruce R. DeBoer, Secretary

STATE OF Colorado)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by L.G. and Judy K. Marsolek, husband and wife, this 24th day of July, 2000.

Witness my hand and official seal.

My Commission expires:

9-21-2003

Marni Sammon
Notary Public

NOTARY PUBLIC MARNI SAMMON STATE OF COLORADO

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Rodney G. Mellott, Vice President - Land for Tom Brown, Inc., this 1st day of August, 2000.

Witness my hand and official seal.

My Commission expires:

12-6-03

Phyllis Malisheski
Notary Public

PHYLLIS MALISHESKI
NOTARY PUBLIC, STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective July 1, 2000 by and between L.G. and July Marsolek, Assignor, and Tom Brown, Inc., Assignee

SERIAL NUMBER:	WYW-63490
LESSOR:	USA-BLM
LESSEE:	The Superior Oil Company
LEASE DATE:	June 1, 1978
RECORDING DATA:	Book 66, Page 168
LEGAL DESCRIPTION:	Township 27 North, Range 111 West, 6th P.M. Section 32: Lot 2, NW/4, N/2SW/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

AFFIDAVIT CONCERNING TERMINATION OF FEDERAL LEASES

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

SUSAN M. BENNETT deposes and states:

1. I am a Supervisory Records Management Specialist for the Wyoming State Office, Bureau of Land Management.

2. As a Supervisory Records Management Specialist, I am responsible for official maintenance of records pertaining to Federal mineral leases and certain surface usage leases.

3. My review of the Bureau's records, to the best of my knowledge, disclosed that the following Federal leases covering the following Sublette County lands, among others, either terminated or expired in accordance with their own terms:

LEASE	LEGAL DESCRIPTION	DATE OF TERMINATION OR EXPIRATION
W-022526	T27N, R103W, 6th P.M. Sec. 15: SE1/4 Sec. 28: E1/2 Sec. 33: NE1/4 Sec. 34: N1/2	July 31, 1965
W-0319505	T27N, R103W, 6th P.M. Sec. 15: SE1/4 Sec. 28: E1/2 Sec. 33: NE1/4 Sec. 34: N1/2	October 1, 1982
WYW-085821	T27N, R103W, 6th P.M. Sec. 14: All Sec. 15: SE1/4 Sec. 19: E1/2 Sec. 20: E1/2, NW1/4 Sec. 21: E1/2, NW1/4, N1/2SW1/4, SE1/4SW1/4 Sec. 22: All Sec. 23: All Sec. 26: E1/2, N1/2NW1/4, SE1/4NW1/4, SW1/4 Sec. 27: NE1/4SW1/4 Sec. 28: All Sec. 29: W1/2NE1/4, SE1/4NE1/4, W1/2, SE1/4 Sec. 32: All Sec. 33: All Sec. 34: All Sec. 35: All	March 1, 1995

280068

RECORDED Aug 23 2000 2:50 PM
IN BOOK 116 OTG PAGE 7
FEES $ 12.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

4. The matters stated herein are true of my own knowledge.

DATED this 18th day of August, 2000.

Susan M. Bennett
SUSAN M. BENNETT
Supervisory Records Management Specialist
Wyoming State Office
Bureau of Land Management

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of August, 2000 personally appeared Susan M. Bennett, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires January 24, 2003

KATHERINE E. GODBOUT NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 24, 2003

Katherine E. Godbout
Notary Public

ASSIGNMENT OF OIL AND GAS LEASES

RECORDED Aug 24 2000 9:25 AM
IN BOOK 116 OF G PAGE 8
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

STATE OF WYOMING

COUNTY OF SUBLETTE

280074

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of November 14, 1997, from Starwood, Inc., a Texas corporation ("Starwood"), P. O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Ultra Resources, Inc., a Colorado corporation ("Ultra"), 304 Inverness Way South, Suite 295, Englewood, CO 80112 (hereinafter referred to as "ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas lease estate (i.e. the "working interest") with respect to the oil and gas lease (hereinafter referred to as the "Subject Lease") described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE one-half (50%) of ASSIGNOR'S right, title and interest in and to the Subject Lease as provided herein, but only to the extent that the Subject Lease 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, one-half (50%) of the ASSIGNOR'S right, title and interest in and to the Subject Lease, 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 Lease as of the Effective Date of this Assignment and eighty percent (80%) of all the oil, gas, and associated substances produced, saved and marketed from the Subject Lease (the "Overriding Royalty"). According to the terms of the Subject Lease, the Lessor's royalty is one-eighth (1/8) before pay out and shall increase to 15% after pay out. After pay out of the well, ASSIGNOR will reserve a 7.5% (seven and one-half percent) override and deliver a 77.5% net revenue interest to ASSIGNEE. In other words, ASSIGNOR reserves an overriding royalty

interest equal to the difference between 20% and the Lessor's burdens until pay out of the well and thereafter ASSIGNOR reserves the difference between 22.5% and the Lessor's burdens on the Subject Lease. 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 the Subject Lease. Such overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Lease. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Lease. ASSIGNEE shall have no obligation, express or implied to the Overriding royalty owners to explore or develop the Subject Lease. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Lease, whether by ASSIGNEE or an entity affiliated by organization or contract.

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. That certain Lease Farmin Agreement dated November 14, 1997, by and between ASSIGNOR and ASSIGNEE ("Farmin Agreement");

2. The terms and provisions of the Subject Lease including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the Effective Date of this 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 Lease is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the 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 Lease.

TO HAVE AND TO 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 November 14, 1997.

ASSIGNOR:

STARWOOD, INC.

By: Don R Holloway
Don R. Holloway
Its: President

STATE OF COLORADO

COUNTY OF PITKIN

The foregoing instrument was acknowledged before me this 3rd day of August, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Rebecca S. McDaniel
Colorado
NOTARY PUBLIC, State of Colorado

My Commission Expires:

2/19/2003

Rebecca S. McDaniel
(Printed Notary Name)

REBECCA S. McDANIEL NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"
To that certain Assignment of Oil and Gas Lease effective
November 14, 1997 from Starwood, Inc. to Ultra Resources, Inc.

Sublette County, Wyoming

Date: October 6, 1997
Lessor: Edna M. Swain
Lessee: Starwood, Inc.
Record: Bk 106 O+G, P 65
Lands: Township-33-North, Range-110-West
Section 3: that part of the SW/4NW/4 & NW/4SW/4 lying West of the Green River
Section 4: Lots 2, 3, 4, S/2N/2, E/2SE/4, SW/4, N/2SW/4SE/4, NW/4SE/4
Section 8: E/2NE/4
Section 9: SW/4NW/4, E/2NW/4, NW/4NW/4
The above is limited to zones below the base of the Ft. Union formation to 16,500 feet

Township-34-North, Range-110-West
Section 32: SE/4SE/4
Section 33: SW/4SE/4, S/2SW/4
Together with all accretion and riparian rights hereto and all right, title and interest to the bed of the Green River

Township-33-North, Range-110-West
Section 5: S/2NE/4, N/2SE/4, SE/4SE/4
The above includes all zones

12

Producers 88
Rocky Mountain 1989-Spec
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

280089

RECORDED Aug 24 2000 3:40pm
IN BOOK 116 PAGE 12
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

THIS AGREEMENT, made and entered into this 6th day of August, 20 00, by and between

Tharon M. Greenwood, a/k/a Tharon L. Greenwood, f/k/a Tharon Lee Mickelson; Jill Greenwood Palm; Celeste Greenwood Mori;

Elizabeth Greenwood Brown, and James Avery Greenwood, all married persons dealing herein with their sole and separate property

of P. O. Box 188 Big Piney, WY 83113, hereinafter called lessor (whether one or more), and

Contex Energy Company whose address is 1645 Court Place, Suite 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of TEN AND MORE dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right (subject to Exhibit A) 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 33 NORTH, RANGE 113 WEST, 6th P.M.
Section 20: S2SE
Section 21: SWSW, E2SW, SE
Section 22: W2SW
Section 27: W2NW, SW, W2SE, SESE
Section 28: All
Section 29: NE, S2
Section 30: Lots 3, 4, E2SW, N2SE
Section 32: N2N2
Section 33: N2N2
Section 34: NWNE

TOWNSHIP 32 NORTH, RANGE 114 WEST, 6th P.M.
Section 14: NENE

See Exhibit "A" attached hereto and made a part hereof for all purposes.

and containing 2,557.24 acres, more or less.

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.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from 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 pay to the lessor as royalty, free of cost, at the well head fifteen (15%) of all oil or gas produced and saved from the leased premises, paying the market price thereof prevailing for oil or gas of like grade and gravity in the field where produced on the date of purchase. Said royalty will be paid in accordance with the provisions further stated in Exhibit "A" attached hereto.

The lessee shall pay lessor, as royalty, on gas at the well-head, free of cost, 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 head of 15% of the gas sold or used, provided that on gas sold the royalty shall be 15% 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.

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 - - - pay direct to lessor at address above - - - Bank, at - - - - - (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises. Surveying or having equipment on the leased premises shall not be considered "engaged in drilling operation" for purposes of this paragraph.

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 $5.00 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 and Lessor's direct water flow rights as further delineated in Exhibit "A". Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

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

11. Lessee, subject to the provisions of Exhibit "A", shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from

time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

Paragraph 14. intentionally omitted.

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 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.

Tharon M. Greenwood SS# 092-22-4101

Jill Greenwood Palm SS#520-56-1290

Celeste Greenwood Mori SS#520-56-1291

Elizabeth Greenwood Brown SS#520-56-1292

James Avery Greenwood SS#520-56-1514

STATE of Wyoming

COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of AUGUST, 200 0.

personally appeared Tharon M. Greenwood, Celeste GREENWOOD MORI, JAMES AVERY GREENWOOD, JILL GREENWOOD PALM, ELIZABETH GREENWOOD BROWN, to me known to be the identical person WHO, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as THEIR free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 3-22-2003

LOURINDA A. BEIERLE NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 22, 2003

Notary Public: Lourinda A. Beierle

Address:

STATE of Wyoming

COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of AUGUST, 200 0.

personally appeared Jill Greenwood Palm, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 3-22-2003

Notary Public: Lourinda A. Beierle

Address:

LOURINDA A. BEIERLE NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 22, 2003

EXHIBIT "A"
To that certain oil and gas lease dated August 6, 2000

Attached to and made a part of that certain Oil and Gas Lease dated August 6, 2000, by and between Tharon M. Greenwood, et al, Lessors, and Contex Energy Company, Lessee.

1. Wherever the term one-eighth (1/8th) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read fifteen percent (15%).

2. Subject to the other provisions herein contained, at the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drillsite spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

With respect to unitization, Lessor agrees that Lessee is free to unitize this lease but the terms of this lease relating to any extension of this lease beyond the primary term of this lease by drilling operations, shut-in provisions, or otherwise shall prevail and any ratification and joinder shall include such a clause or Lessors can add said clause to any ratification or joinder.

3. The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

4. Prior to commencing any drilling operations on the leased premises, Lessee shall notify the surface owner in advance of the staking and building of location of any such well. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee shall consult with surface owner as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any pipelines, tank battery installations, or installation of other equipment on the leased premises before installing same. Without the express written consent of the surface owner, no well shall be located within 300 feet of the dwellings on the leased premises.

[redacted] [redacted] [redacted]

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of laying any pipe, building roads, setting up electrical lines, or causing any damages to the surface of the lessor's property (settlement of any damages caused) by Lessee's operations upon the leased premises, including but specifically not limited to land, water wells, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property. All drilling mud shall be removed and all of Lessee's slush pits shall be filled and leveled within a reasonable length of time after cessation of operations and the Lessee shall proceed with reasonable diligence to restore the surface of said lands to as near to its original condition found prior to Lessee's operation as is practicable. Upon request of the surface owner, Lessee shall fence all drillsites, including slush pits and areas containing chemicals or other substances which may be harmful to livestock.

6. Any irrigation ditches or canals that are disturbed during the construction, drilling or completion operations of Lessee shall be immediately reconstructed so as not to interfere with any carrying capacity of the irrigation water.

7. Lessee agrees to maintain the area used for its operations in a neat, orderly manner and use its best efforts to keep the well and battery sites free of weeds and debris.

8. In the event there is a conflict between the provisions of this Exhibit "A" and the Oil and Gas Lease to which it is attached, then the provisions of this Exhibit "A" shall prevail.

9. Lessee agrees to notify Lessor of any assignment of its interest made pursuant to the terms provided in the Oil and Gas Lease within 30 days of such assignment or Lessee remains liable under the terms of this lease. Notification shall be by certified mail to Lessors' addresses.

10. The royalty paid to Lessor as provided herein shall be free to Lessor from all on lease costs incurred from drilling, producing, separating, transmitting, transporting, drying, storing, stripping, compressing, treating, sweetening and marketing the production attributable to the reserved interest except only that it shall bear its proportionate share of all taxes assessed against the production of oil, gas and related hydrocarbons.

11. Notwithstanding any provision herein to the contrary, this lease shall not be maintained by the payment of shut-in royalty under the provision of Paragraph 6 for any period of more than three (3) consecutive years from and after the end of the primary term hereof. The right to maintain this lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed a total of five (5) years. In the event Lessee wishes to retain the lease being held by a shut-in and it would exceed said five (5) year total, Lessor and Lessee agree to negotiate in good faith, a new shut in royalty.

12. The rights of Lessee under Paragraph 8 shall not be relevant or effect the surface owners "Direct Flow Water" that it has permitted from the State. In the event Lessee desires to utilize any water that is a part of such, Lessee shall negotiate in good faith with the surface owner an acquisition of the water it wishes to utilize.

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the

District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. Lessor shall have the right, during the duration of this lease, to audit the books of Lessee. Such right shall not be exercised more than once per calendar year.

Signed for Identification:

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

Elizabeth Greenwood Brown

James Avery Greenwood

Contex Energy Company

By:

Gary Butler - President

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 JUL 12 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.

See Exhibit "A" Attached

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

RECORDED Aug. 28 2000 2:00 PM
IN BOOK 116 PAGE 17
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souden

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

280134

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
See Exhibit "A" Attached hereto	100%	100%	None	N/A	N/A

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.

It is the intent of this document to convey 100% Operating Rights and an 80% Net Revenue Interest, limited in depth, as set out below, retaining an overriding royalty interest equal to the difference, if any, between 20% and all existing landowners' royalty, overriding royalties, and other burdens:

This Transfer of Operating Rights covers and is effective only as to those depths which are below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SW NE of Sec. 33-T32N-R111W.
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SE NW of Sec. 2-T31N-R110W.
(3) 6,870 feet in the Billy #33-16 well, located in the NW SE of Sec. 16-T31N-R111W.
(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NW SW of Sec. 19-T30N-R110W.
(5) 8,010 feet in the Paradise #23-31 well, located in the NE SW (Lot 7) of Sec. 31-T31N-R109W.
(6) 8,686 feet in the Luman #11-25 well, located in the NE SW of Sec. 25-T32N-R110W.

All of the above six (6) wells are located in Sublette County, Wyoming.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

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

LAND LAW EXAMINER (Title)

AUG 08 2000 (Date)

FOR ASSIGNEE

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 30th day of June, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

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

My Commission Expires:

November 21, 2002

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 June, 19~~XX~~ 2000

Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP
Please type or print

Transferor By _____
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

7128 S. Poplar Lane
(Transferor's Address)

Englewood (City) CO (State) 80112 (Zip Code)

Executed this 30th day of June, 19~~XX~~ 2000

AZTEC ENERGY CORPORATION

Transferee By _____
(Signature)
or
Attorney-in-fact President
(Signature)

BURDEN HOURS STATEMENT

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

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

Exhibit "A"

to Transfer of Operating Rights (Sublease) in a Lease for Oil and Gas dated June 30, 2000, from Shama Zoe Limited Partnership to Aztec Energy Corporation, covering lands and leases in Sublette County, Wyoming.

Lessor and Lease Serial Number	Lessee of Record	Lease Effective Date	Description	Number of Acres	Percent of Overriding Royalty Reserved	Percent of Overriding Royalty Previously reserved or conveyed	Lease Recording Information
USA - WYW-121407	Shama Zoe Limited Partnership	9/1/1990	Township 32 North, Range 110 West, 6th P.M. Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1-4, E/2W/2, E/2	1,197.67	1.0% of 8/8ths	6.5% of 8/8ths	Book 99 O&G, Page 266
USA - WYW-121408	Shama Zoe Limited Partnership	9/1/1990	Township 32 North, Range 110 West, 6th P.M. Sec. 17: W/2, SW/4SE/4 Sec. 20: W/2, W/2E/2	840.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 99 O&G, Page 264
USA - WYW-118866	Shama Zoe Limited Partnership	1/1/1990	Township 32 North, Range 110 West, 6th P.M. Sec. 30: Lots 1-4, E/2W/2, E/2	601.21	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 575
USA - WYW-102774	Shama Zoe Limited Partnership	1/1/1989	Township 32 North, Range 111 West, 6th P.M. Sec. 24: All Sec. 25: E/2, E/2NW/4	1,040.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 484
USA - WYW-102773	Shama Zoe Limited Partnership	8/1/1988	Township 32 North, Range 111 West, 6th P.M. Sec. 13: E/2	320.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 481
USA - WYW-131390	Shama Zoe Limited Partnership	2/1/1994	Township 32 North, Range 110 West, 6th P.M. Sec. 31: Lots 1-4, E/2W/2, E/2 Sec. 32: NW/4, N/2SW/4, SW/4SW/4	882.49	None	7.5% of 8/8ths	Book 104 O&G, Page 399

20

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 12 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

See Exhibit "A" Attached

W-102773

Type or print plainly in ink and sign in ink.

RECORDED Aug 28 2000 8:11 AM
IN BOOK 110 B+C PAGE 20
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socha

PART A: TRANSFER

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

280135

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
See Exhibit "A" Attached hereto	100%	100%	None	N/A	N/A

It is the intent of this document to convey 100% Operating Rights and an 80% Net Revenue Interest, limited in depth, as set out below, retaining an overriding royalty interest equal to the difference, if any, between 20% and all existing landowners' royalty, overriding royalties, and other burdens:

This Transfer of Operating Rights covers and is effective only as to those depths which are below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SW NE of Sec. 33-T32N-R111W.

(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SE NW of Sec. 2-T31N-R110W.

(3) 6,870 feet in the Billy #33-16 well, located in the NW SE of Sec. 16-T31N-R111W.

(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NW SW of Sec. 19-T30N-R110W.

(5) 8,010 feet in the Paradise #23-31 well, located in the NE SW (Lot 7) of Sec. 31-T31N-R109W.

(6) 8,686 feet in the Luman #11-25 well, located in the NE SW of Sec. 25-T32N-R110W.

All of the above six (6) wells are located in Sublette County, Wyoming.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

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

Chief, Leasable Minerals Section
(Title)

AUG 03 2000
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP, a Colorado Partnership, this 30th day of June, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

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 June, ~~19~~ 2000
Name of Transferor SHAMA ZOE LIMITED PARTNERSHIP, a/k/a SHAMA KAFAR LIMITED PARTNERSHIP
Please type or print
Transferor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)
7128 S. Poplar Lane
(Transferor's Address)
Englewood (City) CO (State) 80112 (Zip Code)

Executed this 30th day of June, ~~19~~ 2000
AZTEC ENERGY CORPORATION
Transferee By Dan C. Perry
(Signature)
or
Attorney-in-fact President
(Signature)

BURDEN HOURS STATEMENT

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

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

Exhibit "A"

to Transfer of Operating Rights (Sublease) in a Lease for Oil and Gas dated June 30, 2000, from Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, to Aztec Energy Corporation, covering lands and leases in Sublette County, Wyoming.

Lessor and Lease Serial Number	Lessee of Record	Lease Effective Date	Description	Number of Acres	Percent of Overriding Royalty Reserved	Previously reserved or conveyed	Lease Recording Information
USA – WYW-102773	Shama Zoe Limited Partnership	8/1/1988	Township 32 North, Range 111 West, 6th P.M. Sec. 13: W/2 Sec. 14: All	960.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 481
USA – WYW-102774	Shama Zoe Limited Partnership	1/1/1989	Township 32 North, Range 111 West, 6th P.M. Sec. 23: All Sec. 25: SW/4SW/4 Sec. 26: NE/4NW/4, S/2SE/4 Sec. 35: NE/4NE/4	840.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 484
USA – WYW-101779	Shama Kafar Limited Partnership	1/1/1989	Township 32 North, Range 111 West, 6th P.M. Sec. 15: W/2, W/2SE/4 Sec. 26: NW/4NW/4, SE/4NW/4	480.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 475
USA – WYW-131921	Shama Zoe Limited Partnership	4/1/1994	Township 32 North, Range 111 West, 6th P.M. Sec. 10: S/2SW/4	80.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 99 O&G, Page 464
USA – WYW-114059	Shama Kafar Limited Partnership	1/1/1989	Township 32 North, Range 111 West, 6th P.M. Sec. 22: NW/4 Sec. 34: W/2, W/2SE/4, SE/4SE/4	600.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 536
USA – WYW-104824	Shama Zoe Limited Partnership	7/1/1987	Township 32 North, Range 111 West, 6th P.M. Sec. 10: E/2NE/4, SE/4 Sec. 15: NE/4, E/2SE/4	480.00	1.0% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 496

dated June 30, 2000, from Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, to Aztec Energy Corporation, covering lands and leases in Sublette County, Wyoming.

Lessor and Lease Serial Number	Lessee of Record	Lease Effective Date	Description	Number of Acres	Percent of Overriding Royalty Reserved	Percent of Overriding Royalty Previously reserved or conveyed	Lease Recording Information
USA - WYW-135433	Shama Kafar Limited Partnership	11/1/1986	Township 31 North, Range 110 West, 6th P.M. Sec. 6: Lots 1-7, SW/4NE/4, SE/4NW/4, W/2SE/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4 Sec. 17: NW/4 Sec. 18: NE/4NE/4	984.82	1% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 472
USA - WYW-97288	Shama Kafar Limited Partnership	1/1/1986	Township 31 North, Range 110 West, 6th P.M. Sec. 6: E/2SW/4 Sec. 7: NE/4SW/4 Sec. 18: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4	452.43	1% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 467
USA - WYW-101774	Shama Kafar Limited Partnership	11/1/1986	Township 31 North, Range 111 West, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 12: NE/4NE/4	359.84	1% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 472
USA - WYW-130319	Shama Zoe Limited Partnership	10/1/1993	Township 31 North, Range 111 West, 6th P.M. Sec. 12: NW/4NE/4	40.00	1% of 8/8ths	6.5% of 8/8ths	Book 98 O&G, Page 682
USA - WYW-129702	Shama Zoe Limited Partnership	8/1/1993	Township 31 North, Range 111 West, 6th P.M. Sec. 2: SW/4NW/4, NW/4SW/4 Sec. 11: S/2NW/4 Sec. 13: S/2N/2, N/2SW/4, SE/4SW/4, SE/4	600.00	2% of 8/8ths	5.5% of 8/8ths	Lease not recorded; Assignment: Book 102 O&G, Page 130

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280176

RECORDED Aug. 30 2000 8:25a M
IN BOOK 110 OR 6 PAGE 24
FEES $ 48.00 M Y COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

FILE DATE: 08/21/2000 FILE TIME: 10:16 PAGE #: 0001 OF 0007 **
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1213308

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

BE IT KNOWN BY THESE PRESENTS, That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby confessed and acknowledged, Wolverine Gas and Oil Corporation, a Michigan corporation, of One Riverfront Plaza, 55 Campau N.W., Grand Rapids, MI 49503-2616 (hereinafter called "Assignor"), does hereby grant, bargain, sell, assign, set over, transfer and convey unto William C. Kirkwood, P.O. Box 3439, Casper, Wyoming 82602, Sixty-Two and Five Tenths percent (62.5%) and unto DAL Partnership, P.O. Box 21395, Billings, Montana 59104, Thirty-Seven and Five Tenths Percent (37.5%) (hereinafter collectively called "Assignee"), without warranty of title, express or implied, of the overriding royalty interest described below in all oil, gas and other minerals produced, saved and sold pursuant to the oil and gas leases identified in Exhibit "A" hereto, insofar and only insofar as said oil and gas leases cover lands in the State of Wyoming specifically described on that Exhibit.

The overriding royalty interest assigned hereby in each lease shall be as follows:

(a) As to leases providing for a base royalty of 12.5% or more, but less than one-sixth (1/6th), the overriding royalty interest shall be equal to 18.75% less the burden of the lessor's royalty (e.g., if the lease provides for a royalty of 1/8th, the overriding royalty interest shall be 18.75% - 12.5% or 6.25% of 8/8ths); and

(b) As to leases providing for a base royalty of one-sixth (1/6th) or more, the overriding royalty shall be equal to 20.0% less the burden of the lessor's royalty (e.g., if the lease provides for a royalty of 1/6th, the overriding royalty interest shall be 20.0% - 16.666667% or 3.333333% of 8/8ths); and

shall be paid on the proceeds of the sale of such oil, gas and other minerals. Assignee's overriding royalty interest shall bear, and Assignee shall pay a proportionate share (i.e., Assignee's overriding royalty interest percentage of all) of ad valorem, gross production and other taxes and of costs of gathering and other transportation, including but not limited to such charges by third parties, but shall be free and clear of all other development, production and processing costs. If Assignor uses its own equipment and facilities, the post-production cost and expense that Assignor may charge in relation to such services shall include depreciation and amortization expenses and a reasonable rate of return on Assignor's investment in the equipment and facilities and the property on which they are located. There shall be no override on hydrocarbons used in the production, transportation, compression and treatment processes to get the oil, gas and other minerals to market and sold.

To Have and To Hold, the same, together with all and singular the rights and appurtenances thereunto belonging or in anywise appertaining, unto said Assignee, his heirs and assigns.

In the event that the oil and gas leases subject hereto cover less than the full interest in oil, gas and other minerals in any lands and formations covered thereby, then the overriding royalty interest hereby assigned shall be proportionately reduced as to such lands and formations.

In the event that Assignor's interest in any lease is less than all of the leasehold interest, then the overriding royalty interest hereby assigned shall be reduced to be in the proportion that the interest of Assignor in the lease bears to the whole.

The overriding royalty interest hereby assigned shall apply to all extensions and renewals of the oil and gas leases identified in Exhibit "A" hereto, provided however, any additional royalty given by Assignor in exchange for the extension or renewal shall be taken into consideration in determining Assignee's overriding royalty interest. For purposes hereof, an oil and gas lease shall be deemed to be continued in force by renewal if a subsequent oil and gas lease covering any interest in the same lands and formations covered by the prior lease and taken by or for the account of the owner of the prior lease is denominated as such, or is taken or contracted for before the expiration of the earlier oil and gas lease, or is taken or contracted for within six months after the expiration of the earlier lease.

This assignment of overriding royalty interest is given pursuant to the provisions of a certain Letter Agreement between Kirkwood Oil and Gas, Loma Energy Corporation and Wolverine Gas and Oil Corporation, dated March 15, 1999, and is subject to all of the provisions of said agreement.

It is expressly agreed that the extent and duration of operations, if any, on the premises covered by such leases, as well as the preservation of the leasehold by delay rental payment or otherwise, shall be solely at the will of Assignor.

The overriding royalty herein assigned is subject to the right and power of Assignor to pool or unitize the acreage covered by such leases, or any portion thereof, with other lands as provided in such leases or as hereinafter agreed to by Assignor and the lessor(s) of the lease(s) included in the unit thereby created. In the event of pooling or unitization, Assignee's overriding royalty in production from that unit shall be determined on an acreage basis, that is to say that there shall be allocated to the lease(s) above described and included in the unit that pro rata portion of the oil, gas and other minerals produced from the unit which the number of surface acres covered by such lease(s) within the unit bears to the total number of surface acres within the unit.

This Assignment is binding on the parties and their successors and assigns.

FILE DATE: 08/21/2000 FILE TIME: 10:16 PAGE #: 0003 OF 0007
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1213308

Assignor has caused this Assignment to be duly executed in its behalf, this 23rd day of June, 2000.

WOLVERINE GAS AND OIL CORPORATION

By _____
Sidney J. Jansma, Jr.
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 23rd day of June, 2000 before me, a Notary Public within and for the State and County aforesaid, personally appeared Sidney J. Jansma, Jr., to me known to be the President of WOLVERINE GAS AND OIL CORPORATION, a Michigan corporation, on behalf of which he executed the foregoing instrument, and acknowledged the same to be the free act and deed of said corporation.

My commission expires:
12/11/00

_____
Sue A. Benson, Notary Public
Kent County, Michigan

This instrument prepared by:
Claude L. Vander Ploeg
MIKA, MEYERS, BECKETT & JONES PLC
200 Ottawa Avenue N.W., Suite 700
Grand Rapids, Michigan 49503

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Instrument No.	Lessor	Lessee	Description	Dated and Recorded Liber - Page
WY-70-17	Hannah Hay Force, a widow	Wolverine Gas and Oil Corporation	T27N R102W, Fremont County §1: S/2 SW/4 §2: NW/4 SW/4; S/2 SW/4 §11: NE/4 NE/4; W/2 NE/4; NW/4 NW/4; E/2 NW/4 §12: NW/4 NW/4 §28: NW/4 §29: SE/4 NW/4; S/2 NE/4; NE/4 NE/4 §30: S/2 SE/4; SE/4 SW/4 §31: NE/4 NW/4	06/16/99 L. 1204, P. 283
WY-71-26	Joe Garrett Hay, a single man	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 128
WY-71-27	Mary Hay Hegewald, a widow	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: S/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 312
WY-71-28	Maisie Hart, a married woman	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 315
WY-71-29	John W. Hay III, a single man	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 131

Instrument No.	Lessor	Lessee	Description	Dated and Recorded Liber - Page
WY-71-30	Hannah Hay Force, a widow	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 146
WY-71-31	Keith N. Hay, a married man	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 134
WY-71-32	Eric Juel, a married man	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §9: W/2 E/2; E/2 W/2	06/16/99 L. 112, P. 158
WY-71-33	Emily Frances Bunning	Wolverine Gas and Oil Corporation	T28N, R104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §17: W/2 NW/4 §18: SE/4 NE/4 §9: W/2 W/2	06/16/99 L. 112, P. 318
WY-71-34	Little Sandy Grazing Association	Wolverine Gas and Oil Corporation	T27N R104W, Sublette County §7: SE/4 NE/4; N/2 SE/4; SW/4 SE/4 §18: E/2 NW/4; NW/4 NE/4; NE/4 SW/4 §19: Lot 3 T27N R105W, Sublette County §24: SE/4 NE/4; SE/4 §25: NW/4 NE/4; NE/4 NW/4 T28N R104W, Sublette County §4: Lot 4 & W/2 SW/4 §5: Lots 1, 2, 3 & N/2 SE/4; NE/4 SW/4 & SE/4 SE/4 §20: N/2 NW/4; SE/4 NE/4; E/2 SE/4 §21: SW/4 SW/4 §25: SE/4 NW/4 §33: W/2 W/2 T28N R105W, Sublette County §28: SE/4 SW/4	06/16/99 L. 112, P. 149

Instrument No.	Lessor	Lessee	Description	Dated and Recorded Liber - Page
WY-71-35	Leonard W. Hay, a widower	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §4: Lot 4 & W/2 SW/4 §5: Lots 1, 2, 3; N/2 SE/4; NE/4 SW/4; SE/4 SE/4 §20: N/2 NW/4; SE/4 NE/4; E/2 SE/4 §21: SW/4 SW/4 §25: SE/4 NW/4	06/16/99 L. 112, P. 161
WY-71-36	Leonard W. Hay, a widower	Wolverine Gas and Oil Corporation	T28N 104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 140
WY-71-37	Lucy Suzanne Bunning	Wolverine Gas and Oil Corporation	T28N 104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 137
WY-71-38	Mary Hay	Wolverine Gas and Oil Corporation	T28N 104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 143
WY-71-39	John Roland Radford	Wolverine Gas and Oil Corporation	T28N 104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 125
WY-71-40	Susan Hay Bell	Wolverine Gas and Oil Corporation	T28N 104W, Sublette County §5: S/2 SW/4; SW/4 SE/4 §8: N/2; SW/4; S/2 SE/4; NE/4 SE/4 §9: W/2 W/2 §17: W/2 NW/4 §18: SE/4 NE/4	06/16/99 L. 112, P. 122

Instrument No.	Lessor	Lessee	Description	Dated and Recorded Liber - Page
WY-71-41	Magagna Bros. Inc.	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §3: W/2 SW/4 §9: E/2 NE/4; NE/4 SE/4 §10: W/2 NW/4; NW/4 SW/4 §23: S/2 SE/4 §26: N/2 NE/4	06/16/99 L. 112, P. 155
WY-71-42	Elliott Juel Ray	Wolverine Gas and Oil Corporation	T28N R104W, Sublette County §9: W/2 E/2; E/2 W/2	06/16/99 L. 112, P. 152
WY-71-59	Eldon M. Spicer Estate (Deceased) c/o Thomas E. Spicer	Wolverine Gas and Oil Corporation	T27N R104W, Sublette County §7: SE/4 NE/4; N/2 SE/4; SW/4 SE/4 §18: E/2 NW/4; NW/4 NE/4; NE/4 SW/4 §19: Lot 3 T27N R105W, Sublette County §24: SE/4 NE/4; SE/4 §25: NW/4 NE/4; NE/4 NW/4 T28N R104W, Sublette County §33: W/2 W/2 T28N R105W, Sublette County §28: SE/4 SW/4	08/02/99 L. 112, P. 321
WY-71-84	White Acorn Ranch	Wolverine Gas and Oil Corporation	T27N R103W, Sublette County §21: SW/4 SW/4 §29: NE/4 NE/4 §35: SW/4 NE/4; SE/4 NW/4	12/09/99 L. ____, P.____
WY-72-1	Little Sandy Grazing Association	Wolverine Gas and Oil Corporation	T26N R105W, Sweetwater County §2: SE/4 SW/4 & Lot 2; SW/4 NE/4; NW/4 SE/4; NE/4 SW/4 §11: W/2 SW/4; E/2 NW/4 §14: W/2 NW/4	06/16/99 L. 917, P. 621
WY-72-2	Eldon M. Spicer Estate (Deceased)	Wolverine Gas and Oil Corporation	T26N R105W Sweetwater County §2: Lot 2 & SE/4 SW/4; SW/4 NE/4; NW/4 SE/4; NE/4 SW/4 §11: E/2 NW/4; W/2 SW/4 §14: W/4 NW/4	08/02/99 L. 918, P. 1568

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[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ULTRA RESOURCES, INC., of 304 Inverness Way South, Englewood, CO 80112, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by CONTEX ENERGY COMPANY, whose address is 1645 Court Place, Suite 212, Denver, CO 80202, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said CONTEX ENERGY COMPANY, hereinafter called "Assignee", its successors and assigns, the Oil and Gas Leases, described in EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming.

Reference is hereby made to said leases, and the recording thereof in Sublette County, Wyoming, or filed in the respective governmental office, for further description and all other lawful purposes.

THERE IS EXCEPTED from this Assignment and reserved to Assignor, its successors and assigns, an overriding royalty equal to the difference between existing burdens on production and fifteen and one half percent (15.5%) of 8/8ths on the leases assigned of all oil , gas, distillate and casinghead gas, produced, saved, and marketed from said leases. In the event existing burdens on the subject lease(s) exceed fifteen and one half percent (15.5%) of 8/8ths, then Assignee accepts such lease(s) as is. This reserved overriding royalty interest shall be free of all costs except applicable taxes, into the tanks or pipelines to which the wells on said land shall be connected.

If Assignor's interest in the described oil and gas leases is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

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 leases, 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 leases.

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 1st day of August, 2000.

280206

RECORDED Aug. 31 2000 10:30AM
IN BOOK 116 OIG PAGE 31
FEES $ 12.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

ULTRA RESOURCES, INC.

By Robin Berko

STATE OF COLORADO
COUNTY OF Douglas

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Robin Berko, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 1st day of August, 2000.

My Commission Expires:

SAM McCLURE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/23/2004

Sam McClure
Notary Public:
Address: 4988 E. Thornbird Ave
Castle Rock CO
80104

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases from Ultra Resources, Inc. to Contex Energy Company
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
December 1, 1997	United States of America Federal Lease WYW-143672	Ultra Resources, Inc.	T33N-R113W Sec 8: S2SW, SWSE Sec 18: E2 Sec 19: E2 Sec 29: NW Sec 30: NE	1,080.00	Filed @ BLM
December 1, 1997	United States of America Federal Lease WYW-143673	Ultra Resources, Inc.	T33N-R113W Sec 17: W2NE, W2, SE Sec 20: N2, SW, N2SE Sec 21: N2, NWSW	1,480.00	Filed @ BLM

ASSIGNMENTS OF RECORD TITLE, DATED JULY 31, 2000 (FEDERAL FORM) FOR THE ABOVE FEDERAL OIL AND GAS LEASES WERE FILED IN CONJUNCTION HEREWITH AT THE BLM OFFICE IN CHEYENNE, WYOMING.

May 5, 1997	Mary M. Meeks, Trustee under Declaration of Trust dated June 12, 1979	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 330
June 2, 1997	John Robert Kvenild	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 335

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases from Ultra Resources, Inc. to Contex Energy Company
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
June 2, 1997	William J. Kvenild	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 338
July 1, 1997	Barbara C. Gildea and Vernon J. Gildea, Trustees under the Barbara C. Gildea Living Trust, dated Oct 28, 1994	Steve Tofte	INSOFAR AS SAID OGL COVERS: T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2NW, SESW, SWSE, NESE	511.58	Bk 107, Pg 380
August 25, 1997	1st Interstate Bank, Trustee of the Margaret E. Conwell Trust	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2NW, SESW, SWSE, NESE	669.06	Bk 107, Pg 213

EXHIBIT "B"

Attached to Assignment of Oil and Gas Leases from Ultra Resources, Inc. to Contex Energy Company

WELL DATA REQUIREMENTS

Required as part of Assignment of Oil and Leases from Ultra Resources, Inc to Contex Energy, Inc. and binding on Assignee, its successors and assigns.

Restricted as to lands covered in or pooled with lands covered in Exhibit "A".

This data will be supplied at completion of wells drilled upon request.

ULTRA RESOURCES INC.
304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone Number: 303-708-9740
Fax Number: 303-708-9748

DRILLING / COMPLETION OPERATIONS: *DRILLING, DIRECTIONAL SURVEYS, MUD LOG, GEOLOGIC, LOGGING, COMPLETION, AND TESTING REPORTS.*

E-Mail digits and mail final hard copiesto:

Ultra Resources Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone Number: 303-645-9846
Fax Number: 303-708-9748
Attn.: Stephen Kneller
e-mail: skneller@ultrapetroleum.com

CONTACTS:	NAME	OFFICE	CELLULAR	E-Mail
Land:	Robin Benko	303-645-9816	303-667-8518	rbenko@ultrapetroleum.com
Geology:	Stephen Kneller	303-645-9801	303-378-1843	skneller@ultrapetroleum.com
Engineering:	Brian Ault	303-645-9841	303-883-6530	bault@ultrapetroleum.com

FOLLOWING ITEMS TO BE SENT TO ULTRA AT ADDRESS ABOVE:

	COPIES
Digital Log Data all Wireline Logs both Open and Cased Hole	(e-mail)
Final Print All Wireline Logs both Open and Cased Hole	1 Copies
Final Mud Logs and Geology Reports (e-mail Mud Log Digits)	1 Copies
Final DST Reports	1 Copies
Core Reports and Analyses	1 Copies
Gas, Oil, & Water Analyses	1 Copy
Final Composite Drilling Report including Directional Surveys	1 Copy
Final Composite Completion Report	1 Copy
Flow Back Test and Initial Production Reports	1 Copy
Weekly Production Gas, Oil, Water, and Pressure Data	1 Copy

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ULTRA RESOURCES, INC., of 304 Inverness Way South, Englewood, CO 80112, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by CONTEX ENERGY COMPANY, whose address is 1645 Court Place, Suite 212, Denver, CO 80202, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said CONTEX ENERGY COMPANY, hereinafter called "Assignee", its successors and assigns, the Oil and Gas Leases, described in EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming.

Reference is hereby made to said leases, and the recording thereof in Sublette County, Wyoming, or filed in the respective governmental office, for further description and all other lawful purposes.

THERE IS EXCEPTED from this Assignment and reserved to Assignor, its successors and assigns, an overriding royalty equal to the difference between existing burdens on production and eighteen percent (18%) of 8/8ths on the leases assigned of all oil , gas, distillate and casinghead gas, produced, saved, and marketed from said leases. In the event existing burdens on the subject lease(s) exceed eighteen percent (18%) of 8/8ths, then Assignee accepts such lease(s) as is. This reserved overriding royalty interest shall be free of all costs except applicable taxes, into the tanks or pipelines to which the wells on said land shall be connected.

If Assignor's interest in the described oil and gas leases is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

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 leases, 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 leases.

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 1st day of August, 2000.

280207

RECORDED Aug. 31 2000 10:30A M
IN BOOK 116 O+G PAGE 35
FEES $10.00 Mary L. Gay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

ULTRA RESOURCES, INC.

By Robin Banks

STATE OF COLORADO
COUNTY OF Douglas

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Robin Banks to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 1st day of August, 2000.

My Commission Expires:

SAM McCLURE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/23/2004

Sam McClure
Notary Public:
Address: 4988 E Thorndike Ave
Castle Rock CO 80104

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases from Ultra Resources, Inc. to Contex Energy Company
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
July 2, 1997	State of Wyoming Lease No. 97-00374	Ultra Resources, Inc.	T34N-R113W Sec 30: Lot 4, SESW	75.88	Filed @ Wyoming State Lands & Investments Office
July 2, 1997	State of Wyoming Lease No. 97-00375	Ultra Resources, Inc.	T34N-R113W Sec 31: NESE	40.00	Filed @ Wyoming State Lands & Investments Office

ASSIGNMENTS (STATE FORM) FOR THE ABOVE STATE LEASES WERE FILED IN CONJUNCTION HEREWITH AT THE STATE LANDS & INVESTMENTS OFFICE IN CHEYENNE, WYOMING.

96

[redacted] **EXHIBIT "B"** [redacted]

Attached to Assignment of Oil and Gas Leases from Ultra Resources, Inc. to Contex Energy Company

WELL DATA REQUIREMENTS

Required as part of Assignment of Oil and Leases from Ultra Resources, Inc to Contex Energy, Inc. and binding on Assignee, its successors and assigns.

Restricted as to lands covered in or pooled with lands covered in Exhibit "A".

This data will be supplied at completion of wells drilled upon request.

ULTRA RESOURCES INC.

304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone Number: 303-708-9740
Fax Number: 303-708-9748

DRILLING / COMPLETION OPERATIONS: *DRILLING, DIRECTIONAL SURVEYS, MUD LOG, GEOLOGIC, LOGGING, COMPLETION, AND TESTING REPORTS.*

E-Mail digits and mail final hard copiesto:

Ultra Resources Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone Number: 303-645-9846
Fax Number: 303-708-9748
Attn.: Stephen Kneller
e-mail: skneller@ultrapetroleum.com

CONTACTS:	NAME	OFFICE	CELLULAR	E-Mail
Land:	Robin Benko	303-645-9816	303-667-8518	rbenko@ultrapetroleum.com
Geology:	Stephen Kneller	303-645-9801	303-378-1843	skneller@ultrapetroleum.com
Engineering:	Brian Ault	303-645-9841	303-883-6530	bault@ultrapetroleum.com

FOLLOWING ITEMS TO BE SENT TO ULTRA AT ADDRESS ABOVE:

	COPIES
Digital Log Data all Wireline Logs both Open and Cased Hole	(e-mail)
Final Print All Wireline Logs both Open and Cased Hole	1 Copies
Final Mud Logs and Geology Reports (e-mail Mud Log Digits)	1 Copies
Final DST Reports	1 Copies
Core Reports and Analyses	1 Copies
Gas, Oil, & Water Analyses	1 Copy
Final Composite Drilling Report including Directional Surveys	1 Copy
Final Composite Completion Report	1 Copy
Flow Back Test and Initial Production Reports	1 Copy
Weekly Production Gas, Oil, Water, and Pressure Data	1 Copy

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

Holmes P. McLish a/k/a H. P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202; The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee, 633 17th Street, Suite 1650, Denver, Colorado, 80202; Elliott A. Riggs, P.O. Box 711, Farmington, New Mexico, 87499, and W. Clifton Arbuckle, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), in the proportions set forth on Exhibit "A", together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 20% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 80% net revenue interest in the Leases.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control.

280210

RECORDED Aug. 31 2000 10:30AM
IN BOOK 116 OG PAGE 38
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of October 9, 1999.

ASSIGNOR:

By: _____
Holmes P. McLish a/k/a H. P. McLish

By: _____
The Walter K. Arbuckle Trust,
Walter K. Arbuckle Trustee

By: _____
Elliott A. Riggs

By: _____
W. Clinton Arbuckle

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by HOLMES P. MCLISH a/k/a H. P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF ~~NEW MEXICO~~ Colorado)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 21st day of June, 2000, by ELLIOTT A. RIGGS.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by W. CLIFTON ARBUCKLE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 1st day of August, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Notary Public
Residing at: HS RESOURCES, INC.
1999 BROADWAY, SUITE 3600
DENVER, CO 80202

EXHIBIT "A"
Attached to and made a part of that Assignment from Holmes P. McLish a/k/a H. P. McLish, The Walter K. Arbuckle Trust, Elliott A. Riggs, and W. Clifton Arbuckle to HS Resources, Inc. dated June 21, 2000, but effective as of October 9 , 1999
NORTH PINEDALE PROSPECT
Sublette County, Wyoming

										ORRI	
Lessor	Lessee	Lse Date	Exp. Date	Description	GR ACS	WI Owned	WI Conveyed	WI Retained	LOR	ORRI Res.	Exist. ORRI
WYW130969 (WY-0120-00)	Ann M. Trujillo	12/1/93	11/30/03	Township 33 North, Range 110 West, 6th P.M. Sec. 24: All Sec. 25: All	1,280.00	40.00%	10.00%	30.00%	12.50%	7.50%	0.00%
										Proportionately Reduced	
WYW130970 (WY-0122-00)	Ann M. Trujillo	12/1/93	11/30/03	Township 34 North, Range 109 West, 6th P.M. Sec. 9: E/2SW/4, SE/4	240.00	40.00%	10.00%	30.00%	12.50%	7.50%	0.00%
										Proportionately Reduced	

It is the intent of Assignor to convey to the Assignee in the following proportions:

Proportionate Interests	ASSIGNOR		WI Owned	WI Conveyed	WI Retained		ORRI Res.	Prop. Reduced to 10% WI
	Holmes P. McLish, a/k/a H. P. McLish		12.00%	3.00%	9.00%		2.2500%	0.22500%
	The Walter K. Arbukcle Trust		12.00%	3.00%	9.00%		2.2500%	0.22500%
	Elliott A. Riggs		12.00%	3.00%	9.00%		2.2500%	0.22500%
	W. Clifton Arbuckle		4.00%	1.00%	3.00%		0.7500%	0.07500%
	Total Working Interest		40.00%	10.00%	30.00%		7.50%	0.7500%

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

Holmes P. McLish a/k/a H. P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202; The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee, 633 17th Street, Suite 1650, Denver, Colorado, 80202; and Elliott A. Riggs, P.O. Box 711, Farmington, New Mexico, 87499 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), in the proportions set forth on Exhibit "A", together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 20% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 80% net revenue interest in the Leases.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control.

280211

RECORDED Aug. 31 2000 10:30AM
IN BOOK 116 046 PAGE 42
FEES $ 12.00 Mary L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of October 9, 1999.

ASSIGNOR:

By: _____
Holmes P. McLish a/k/a H. P. McLish

By: _____
The Walter K. Arbuckle Trust,
Walter K. Arbuckle Trustee

By: _____
Elliott A. Rigg

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by HOLMES P. MCLISH a/k/a H. P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF ~~NEW MEXICO~~ Colorado)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 21st day of June, 2000, by ELLIOTT A. RIGGS.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 1st day of August, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Lynda K. Hendrix
Notary Public
Residing at: HS RESOURCES, INC.
1999 BROADWAY, SUITE 3600
DENVER, CO 80202

EXHIBIT "A"

Attached to and made a part of that Assignment from Holmes P. McLish a/k/a H. P. McLish, The Walter K. Arbuckle Trust, and Elliott A. Riggs to HS Resources, Inc. dated June 21, 2000, but effective as of October 9, 1999

N.PINEDALE PROSPECT

Sublette County, Wyoming

										ORRI	
Lessor	**Lessee**	**Lse Date**	**Exp. Date**	**Description**	**GR ACS**	**WI Owned**	**WI Conveyed**	**WI Retained**	**LOR**	**ORRI Res.**	**Exist. ORRI**
WYW131468 (WY-0126-00)	Ann M. Trujillo	4/1/94	3/31/04	Township 34 North, Range 109 West, 6th P.M. Sec. 17: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 Sec. 18: E/2E/2, NW/4SE/4 Sec. 19: NE/4SE/4 Township 34 North, Range 110 West, 6th P.M. Sec. 24: NE/4NE/4 Sec. 27: W/2W/2	800.00	40.00%	10.00%	30.00%	12.50%	7.50%	0.00%

It is the Intent of Assignor to convey to the Assignee in the following proportions:

Proportionate Interests	**ASSIGNOR**		**WI Owned**	**WI Conveyed**	**WI Retained**		**ORRI Res.**	**Prop. Reduced to 10% WI**
	Holmes P. McLish, a/k/a H. P. McLish		13.34%	3.34%	10.00%		2.5000%	0.25000%
	The Walter K. Arbukcle Trust		13.33%	3.33%	10.00%		2.5000%	0.25000%
	Elliott A. Riggs		13.33%	3.33%	10.00%		2.5000%	0.25000%
	Total Working Interest		40.00%	10.00%	30.00%		7.50%	0.7500%

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CORRECTIVE PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

Whereas by Partial Assignment of Oil and Gas Lease dated February 16, 1995 recorded in Book 101 O +G page 370 (the "Assignment"), Holmes P. McLish, also known as H. P. McLish, individually and as d/b/a Security Resources Corporation ("Assignor") conveyed to HS Resources, Inc. a Delaware Corporation, an undivided 60% of Assignors' right, title and interest in and to certain lands and leases described on Exhibit "1" to the Assignment in Sublette County, Wyoming. The purpose of this corrective assignment is to add additional parties who at the time of the conveyance owned an interest those certain oil and gas leases as set forth on Exhibit A attached hereto and made a part hereof (the "Leases"). All of the parties claiming a working interest in said Leases described on Exhibit A as of February 16, 1995 are joining in this Corrective Partial Assignment of Oil and Gas Leases.

HOLMES P. MCLISH, a/k/a H. P. MCLISH 633 17th Street, Suite 1650, Denver, Colorado, 80202; THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE TRUSTEE, 633 17th Street, Suite 1650, Denver, Colorado, 80202; and ELLIOTT A. RIGGS, P.O. Box 711, Farmington, New Mexico, 87499 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign and convey unto HS RESOURCES, INC., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), in the proportions set forth on Exhibit "A", an undivided 60% leasehold working interest in and to the Leases described on Exhibit "A", said Leases covering lands situated in Sublette County, Wyoming. Assignor covenants and agrees to forever warrant and defend the title to all Leases described on Exhibit "A" against the lawful claims of all persons whomsoever claiming or to claim the same, by, through or under Assignor, but not otherwise.

Assignor hereby excepts, reserves and retains an undivided proportionate 6.25% overriding royalty of the interest being assigned, free and clear of any liens, mortgages or other encumbrances, from the Leases described on Exhibit "A". If Assignors' interest in the Leases is less than the entire interest, or if said Leases cover less than the entire fee simple, or if said Leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. This assignment is made subject to the terms and conditions of that certain Participation Agreement dated February 15, 1995 by and between HS Resources, Inc. and Holmes P. McLish.

TO HAVE AND TO HOLD the herein described premises, together withthe proportionate rights and appurtenances thereto in anywise belonging unto said Assignee, their successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid Leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interest the term and provisions thereof.

Assignee joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument. This Assignment shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 21st day of June, 2000, but effective for all purposes as of February 16, 1995.

ASSIGNOR:

By: _____
Holmes P. McLish a/k/a H. P. McLish

By: _____
Elliott A. Riggs

By: _____
The Walter K. Arbuckle Trust,
Walter K. Arbuckle, Trustee 280212

RECORDED Aug. 31 2000 10:30AM
IN BOOK 110 O&G PAGE 46
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locker

WY-0126-00

[redacted] [redacted] [redacted]

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by HOLMES P. MCLISH, a/k/a H. P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

_____
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE, TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

_____
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF Colorado **)**
) ss.
COUNTY OF Denver **)**

The foregoing was acknowledged before me this 21st day of June, 2000, by ELLIOTT A. RIGGS.

Witness my hand and official seal.
My commission expires: 1/4/04

_____
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 1st day of August, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Lynda K. Hendrix
Notary Public
Residing at: HS RESOURCES, INC.
1099 BROADWAY, SUITE 3600
DENVER CO 80202

EXHIBIT "A"

Attached to and made a part of that Corrective Partial Assignment of Oil and Gas Leases from Holmes P. McLish a/k/a H. P. McLish, The Walter K. Arbuckle Trust, and Elliott A. Riggs to HS Resources, Inc. dated June 21, 2000, but effective as of February 16, 1995.

NORTH PINEDALE PROSPECT

Sublette County, Wyoming

										ORRI	
Lessor	**Lessee**	**Lse Date**	**Exp. Date**	**Description**	**GR ACS**	**WI Owned**	**WI Conveyed**	**WI Retained**	**LOR**	**ORRI Res.**	**Exist. ORRI**
WYW131468 (WY-0126-00)	Ann M. Trujillo	4/1/94	3/31/04	Township 34 North, Range 109 West Sec. 17: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 Sec. 18: E/2E/2, NW/4SE/4 Sec. 19: NE/4SE/4 Township 34 North, Range 110 West Sec. 24: NE/4NE/4 Sec. 27: W/2W/2	800.00	40.00%	10.00%	30.00%	12.50%	7.50% **Proportionately Reduced**	0.00%

It is the Intent of Assignor to convey to the Assignee in the following proportions:

Proportionate Interests	**ASSIGNOR**		**WI Owned**	**WI Conveyed**	**WI Retained**		**ORRI Res.**	**Prop. Reduced to 60% WI**
	Holmes P. McLish, a/k/a H. P. McLish		33.34%	20.00%	13.34%		2.0833%	1.25000%
	The Walter K. Arbukcle Trust		33.33%	20.00%	13.33%		2.0833%	1.25000%
	Elliott A. Riggs		33.33%	20.00%	13.33%		2.0833%	1.25000%
	Total Working Interest		100.00%	60.00%	40.00%		6.25%	3.7500%

[redacted]

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF [redacted]MING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

([redacted]291-00)

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00636 Assignment Approval Date - _____

ASSIGNOR, with name and address at, HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular as: (all)

Township 34 North, Range 110 West, 6th P.M.
Section 36: All

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

1) ASSIGNEE, with name and address at: MCLISH RESOURCES, L.P., LLP
633 17th St., Suite 1650
Denver, CO 80202

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

2) ASSIGNEE, with name and address at: GASCONADE OIL CO.
633 17th St., Suite 1650
Denver, CO 80202

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

3) ASSIGNEE, with name and address at: RIGGS OIL & GAS CORPORATION
P. O. Box 711
Farmington, NM 84799

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

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **70.00 %**

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

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

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

Page 1 of 1 of Lease #99-00636 assignment dated June 30 2000

280213

RECORDED Aug. 31 2000 10:30a M
IN BOOK 116 O+G PAGE 49
FEES $ 8.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

49

50

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of June, 2000.

ASSIGNOR - HS RESOURCES, INC.	ASSIGNEE (1) - MCLISH RESOURCES, L.P., LLP
By - Janet W. Pasque Janet W. Pasque	By - Holmes P. McLish Holmes P. McLish
Title - Vice President of Land	Title - Manager
Attest -	Attest - Janeane L. Steiger

ASSIGNOR'S ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me by Janet W. Pasque, Vice President, Land, for HS Resources, Inc., this 15th day of August, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/19/2002

Lynda K. Hendrix
Lynda K. Hendrix, Notary Public
1999 Broadway, Suite 3600
Denver, CO 80202

ASSIGNEE (3) - GASCONADE OIL CO.	ASSIGNEE (4) - RIGGS OIL & GAS CORPORATION
By - W. Clifton Colwell	By -
Title - Pres.	Title - Pres.
Attest - Janeane L. Steiger	Attest - Janeane L. Steiger

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

120+122

[redacted] [redacted] [redacted]

CORRECTIVE PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

Whereas by Partial Assignment of Oil and Gas Lease dated February 16, 1995 recorded in Book 101 O +G page 370 (the "Assignment"), Holmes P. McLish, also known as H. P. McLish, individually and as d/b/a Security Resources Corporation ("Assignor") conveyed to HS Resources, Inc. a Delaware Corporation, an undivided 60% of Assignors' right, title and interest in and to certain lands and leases described on Exhibit "1" to the Assignment in Sublette County, Wyoming. The purpose of this corrective assignment is to add additional parties who at the time of the conveyance owned an interest those certain oil and gas leases as set forth on Exhibit A attached hereto and made a part hereof (the "Leases"). All of the parties claiming a working interest in said Leases described on Exhibit A as of February 16, 1995 are joining in this Corrective Partial Assignment of Oil and Gas Leases.

HOLMES P. MCLISH, a/k/a H. P. MCLISH 633 17th Street, Suite 1650, Denver, Colorado, 80202; THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE TRUSTEE, 633 17th Street, Suite 1650, Denver, Colorado, 80202; ELLIOTT A. RIGGS, P.O. Box 711, Farmington, New Mexico, 87499, and W. CLIFTON ARBUCKLE, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign and convey unto HS RESOURCES, INC., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), in the proportions set forth on Exhibit "A", an undivided 60% leasehold working interest in and to the Leases described on Exhibit "A", said Leases covering lands situated in Sublette County, Wyoming. Assignor covenants and agrees to forever warrant and defend the title to all Leases described on Exhibit "A" against the lawful claims of all persons whomsoever claiming or to claim the same, by, through or under Assignor, but not otherwise.

Assignor hereby excepts, reserves and retains an undivided proportionate 6.25% overriding royalty of the interest being assigned, free and clear of any liens, mortgages or other encumbrances, from the Leases described on Exhibit "A". If Assignors' interest in the Leases is less than the entire interest, or if said Leases cover less than the entire fee simple, or if said Leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. This assignment is made subject to the terms and conditions of that certain Participation Agreement dated February 15, 1995 by and between HS Resources, Inc. and Holmes P. McLish.

TO HAVE AND TO HOLD the herein described premises, together withthe proportionate rights and appurtenances thereto in anywise belonging unto said Assignee, their successors and assigns, subject to all of the terms, conditions, limitations and covenants of the aforesaid Leases, and Assignee, by acceptance of this Assignment, agrees to be bound by and fulfill proportionately as to its interest the term and provisions thereof.

Assignee joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument. This Assignment shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 21st day of June, 2000, but effective for all purposes as of February 16, 1995.

ASSIGNOR:

By: _____
Holmes P. McLish a/k/a H. P. McLish

By: _____
Elliott A. Riggs

By: _____
The Walter K. Arbuckle Trust,
Walter K. Arbuckle, Trustee

By: _____
W. Clifton Arbuckle

280214

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 116 O+G PAGE 51
FEES $10.00 By _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by HOLMES P. MCLISH a/k/a H. P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE, TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 21st day of June, 2000, by ELLIOTT A. RIGGS.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by W. CLIFTON ARBUCKLE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 7th day of August, 2000, by JANET W. PASQUE, Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Notary Public
Residing at:
HS RESOURCES, INC.
1999 BROADWAY, SUITE 3600
DENVER, CO 80202

EXHIBIT "A"

Attached to and made a part of that Corrective Partial Assignment of Oil and Gas Leases from Holmes P. McLish a/k/a H. P. McLish, The Walter K. Arbuckle Trust, Elliott A. Riggs, and W. Clifton Arbucke, to HS Resources, Inc. dated June 21, 2000, but effective as of February 16, 1995.

NORTH PINEDALE PROSPECT

Sublette County, Wyoming

										ORRI	
Lessor	**Lessee**	**Lse Date**	**Exp. Date**	**Description**	**GR ACS**	**WI Owned**	**WI Conveyed**	**WI Retained**	**LOR**	**ORRI Res.**	**Exist. ORRI**
WYW130969 (WY-0120-00)	Ann M. Trujillo	12/1/93	11/30/03	Township 33 North, Range 110 West Sec. 24: All Sec. 25: All	1,280.00	100.00%	60.00%	40.00%	12.50%	6.25% **Proportionately Reduced**	0.00%
WYW130970 (WY-0122-00)	Ann M. Trujillo	12/1/93	11/30/03	Township 34 North, Range 109 West Sec. 9: E/2SW/4, SE/4	240.00	100.00%	60.00%	40.00%	12.50%	6.25% **Proportionately Reduced**	0.00%

It is the Intent of Assignor to convey to the Assignee in the following proportions:

Proportionate Interests	**ASSIGNOR**		**WI Owned**	**WI Conveyed**	**WI Retained**		**ORRI Res.**	**Prop. Reduced to 60% WI**
	Holmes P. McLish, a/k/a H. P. McLish		30.00%	18.00%	12.00%		1.8750%	1.12500%
	The Walter K. Arbukcle Trust		30.00%	18.00%	12.00%		1.8750%	1.12500%
	Elliott A. Riggs		30.00%	18.00%	12.00%		1.8750%	1.12500%
	W. Clifton Arbuckle		10.00%	6.00%	4.00%		0.6250%	0.37500%
	Total Working Interest		100.00%	60.00%	40.00%		6.25%	3.7500%

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280215

RECORDED Aug. 21 2002 10:30 AM
IN BOOK 116 O&G PAGE 54
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.088225% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **1st** day of **January, 2000**.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Lynette Y. Johnson
Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest by and between Nerd Enterprises, Inc., as Assignor and Neil A. McMurry, as Assignee dated effective January 1, 2000, covering the following described lands in **Sublette County, Wyoming**.

MOC LEASE NO:	WY-10-00010-00
LESSOR:	United States of America, Serial No. WYW-125943
LESSEE:	High Plains Energy Company
DATE OF LEASE:	January 1, 1992
RECORDING DATA:	April 26, 1999 in Book 111 O&G, Page 114
DESCRIPTION:	Township 28 North, Range 108 West, 6th P.M Section 5: Lots 1-4, S/2S/2 Section 6: Lots 1-5, SE/4SW/4, S/2SE/4 Section 7: Lots 1-4, E/2, E/2W/2 Sublette County, WY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280216

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 116 Oil & Gas PAGE 57
FEES $10.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baster

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.066083% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

THIS instrument is executed to be effective as of the 1st day of **January, 2000**.

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 28th day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest by and between McMurry Oil Company, as Assignor and John W. Martin, as Assignee dated effective January 1, 2000, covering the following described lands in **Sublette County, Wyoming**.

MOC LEASE NO:	WY-10-00010-00
LESSOR:	United States of America, Serial No. WYW-125943
LESSEE:	High Plains Energy Company
DATE OF LEASE:	January 1, 1992
RECORDING DATA:	April 26, 1999 in Book 111 O&G, Page 114
DESCRIPTION:	Township 28 North, Range 108 West, 6th P.M Section 5: Lots 1-4, S/2S/2 Section 6: Lots 1-5, SE/4SW/4, S/2SE/4 Section 7: Lots 1-4, E/2, E/2W/2 Sublette County, WY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.2675%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.2950%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.7500%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.2500%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.2500%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.2500%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.2500%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.2500%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.2500%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.2500%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.3750%**

280217

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 116 O+G PAGE 60
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

James W. Curry **.3750%**
1916 Rustic Drive
Casper, Wyoming 82609

Annita Ealum **.0625%**
1917 Eastbrook Ave.
Casper, Wyoming 82601

Judy Lund formerly known as Judy Bannon **.0625%**
3935 Dorset Court
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **4.0%** of EIGHT/EIGHTHS (4% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette W. Johnson
3707 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, Doris McMurry, Neil A. McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Joseph J. Scott, James W. Curry, Annita Ealum, Judy Lund, and Casey Osborn, as Assignees.

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00032-00	W-138524	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4 Section 8: NW/4, SE/4
WY-010-00217-00	WYW-141885	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 18: Lots 1, 2, SE/4, E/2NW/4

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280218

RECORDED Aug. 31, 2000 10:37 AM
IN BOOK 116 Dr6 PAGE 64
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Peg Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

	McMurry et al Lands	***SOCO Lands***
John W. Martin 1811 Miracle Drive Casper, WY 82609 ("Martin")	**2.085%**	**1.832449%**
Neil A. McMurry 991 Stafford Casper, WY 82609	**.3400%**	**.3400%**
Joseph J. Scott P.O. Box 977 Pinedale, WY 82941 ("Scott")	**.2500%**	**.2500%**
James W. Curry 1916 Rustic Drive Casper, WY 82609 ("Curry")	**.2500%**	**.2500%**
Doris McMurry 204 West 15th Street Casper, WY 82601 ("Doris")	**.1150%**	**.1150%**
Victor L. McMurry P.O. Box 1519 Pinedale, WY 82941 ("Victor")	**.0900%**	**.0900%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, WY 82007 ("Samuelson")	**.0900%**	**.0900%**
Carol J. McMurry 1838 Queene Longmont, CO 80501 ("Carol")	**.0900%**	**.0900%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, WY 82941 ("Kinnison")	**.0900%**	**.0900%**
Gary R. Wenzel P.O. Box 67 36 Long Trail Douglas, WY 82633 ("Wenzel")	**.0900%**	**.0900%**
Kelly Sue Mortimer 44 Marigold Casper, WY 82604 ("Mortimer")	**.0900%**	**.0900%**
McMurry Limited Partnership 204 W. 15th St. Casper, WY 82601 ("McMurry LP")	**.0900%**	**.0900%**

Casey Osborn P.O. Box 464 Big Piney, WY 83113 ("Osborn")	**.0625%**	**.0625%**
TOTAL	**3.7325% 8/8ths**	**3.479949% 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the

646

Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company,** a Wyoming corporation, on behalf of said corporation, on this 29th day of ~~April~~, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin et al, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-122309	USA	Standard Energy Corporation (40%) Yellow Ribbon, Inc. (60%)	11/1/90	***MOC et al Lands*** Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4 ***SOCO Lands*** Township 28 North, Range 108 West, 6th P.M. Section 32: NW/4, SE/4	111 O&G	73

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	**0.252551% of 8/8ths**

280219

RECORDED Aug. 31 2000 10:30AM
IN BOOK 110 OEG PAGE 68
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 29th day of April , **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and Edward M. Warner, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-122309	USA	Standard Energy Corporation (40%) Yellow Ribbon, Inc. (60%)	11/1/90	***SOCO Lands*** Township 28 North, Range 108 West, 6th P.M. Section 32: NW/4, SE/4	111 O&G	73

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **NEIL A. McMURRY**, also known as **MICK McMURRY** with an address of 991 Stafford, Casper, Wyoming 82609 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	**0.063138% of 8/8ths**

280220

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 111 B+G PAGE 71
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

By: Neil A. McMurry
NEIL A. McMURRY, also known as MICK McMURRY

STATE OF Wyoming)
)§
COUNTY OF Natrona)

This instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 21st day of July, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6 April 2003
Thomas R. Blevins

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc., as Assignor and Edward M. Warner, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-122309	USA	Standard Energy Corporation (40%) Yellow Ribbon, Inc. (60%)	11/1/90	***SOCO Lands*** Township 28 North, Range 108 West, 6th P.M. Section 32: NW/4, SE/4	111 O&G	73

73

74

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.2675%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.2950%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.7500%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.2500%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.2500%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.2500%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.2500%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.2500%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.2500%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.2500%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.3750%**

280221

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 116 O&G PAGE 74
FEES $ 12.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

[redacted] [redacted] [redacted]

James W. Curry **.3750%**
1916 Rustic Drive
Casper, Wyoming 82609

Annita Ealum **.0625%**
1917 Eastbrook Ave.
Casper, Wyoming 82601

Judy Lund formerly known as Judy Bannon **.0625%**
3935 Dorset Court
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **4.0%** of EIGHT/EIGHTHS (4% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE M. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette M. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, Doris McMurry, Neil A. McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Joseph J. Scott, James W. Curry, and Casey Osborn, as Assignees.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00098-00	WYW-133071	McMurry Oil Co.	97	459	8/1/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4SE/4 Section 9: NW/4, SE/4
WY-010-00099-00	WYW-133072	McMurry Oil Co.	97	460	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 2: SE/4
WY-010-00100-00	WYW-133073	McMurry Oil Co.	97	461	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 34: S/2 NW/4
WY-010-00216-00	WYW-141884	McMurry Oil Co.	97	461	7/12/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lot 2, NE/4NW/4, NE/4SE/4, SW/4SE/4

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF **WYOMING**)
)§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF **SUBLETTE**)

THAT **JOHN W. MARTIN**, 1811 Miracle Drive, Casper, Wyoming 82609, Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEES	**PERCENT**
Catherine M. Martin and John W. Martin, JTWROS 3621 Dalarida Parkway Montgomery, AL 36109	**2.0% of 8/8ths**

280222

RECORDED Dec. 31 2000 AT 2:30 PM
IN BOOK 116 Misc PAGE 78
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

This Assignment of Overriding Royalty Interest is made with the specific understanding that all proceeds attributable hereunder are to be paid directly and individually to Catherine M. Martin during her lifetime and upon her demise all proceeds will then be paid to John W. Martin as the surviving party under the Joint Tenants With Right of Survivorship entity created herein.

THIS instrument is executed to be effective as of the **1st** day of **April, 2000.**

By: _____
John W. Martin, individually

STATE OF Colorado)
)§
COUNTY OF Denver)

1st SUBSCRIBED AND SWORN TO before me by **John W. Martin, individually** on this day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public:

My Commission Expires: 11-30-2002

EXHIBIT "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between John W. Martin, as Assignor and Catherine M. Martin and John W. Martin, as Assignees

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Page	Lease Date	Description
WY-010-00203-00	WYW-102717	Eugene J. Wait, Jr.	105	549	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3, 4, NE/4, E/2SW/4 Section 31: Lots 3, 4, NE/4, E/2SW/4
WY-010-00223-00	WYW-141756	McMurry Oil Co.	92	108	11/1/92	Township 29 North, Range 108 West, 6th P.M. Section 25: All

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	PERCENT
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.3525%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.1150%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.3400%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.0900%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.0900%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.0900%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.0900%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.0900%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.0900%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.0900%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.2500%**

280223

RECORDED Aug. 31 2000 10:30AM
IN BOOK 116 O+G PAGE 81
FEES $ 12.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

James W. Curry **.2500%**
1916 Rustic Drive
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **2.0%** of EIGHT/EIGHTHS (2.0% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

[redacted] [redacted] [redacted]

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company,** a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

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

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, Doris McMurry, Neil A. McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Joseph J. Scott, James W. Curry, and Casey Osborn, as Assignees.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00209-00	WYW-111556	George S. Hayman III	81	454	6/1/88	Township 29 North, Range 107 West, 6th P.M. Section 20: SW/4SW/4

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280224

RECORDED Aug. 31 2022 10:30 A.M.
IN BOOK 116 O&G PAGE 85
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	SOCO Lands	MOC Lands
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	0.503586%	0.568388%
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	0.096521%	0.108941%
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	0.285365%	0.322086%
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	0.075538%	0.085258%
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	0.075538%	0.085258%
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	0.075538%	0.085258%
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	0.075538%	0.085258%
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	0.075538%	0.085258%
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	0.075538%	0.085258%
McMurry Limited Partnership P.O. Box 50790 Casper, Wyoming 82605	0.075538%	0.085258%
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	0.209827%	0.236829%

Annita Ealum 1917 Eastbrooke Ave. Casper, WY 82601	0.052457%	0.059207%
Judy Lund formerly known as Judy Bannon 3935 Dorsett Court Casper, WY 82601	0.052457%	0.059207%
James W. Curry 1916 Rustic Drive Casper, Wyoming 82609	0.209827%	0.236829%
Casey Osborn P.O. Box 464 Big Piney, Wyoming 83113	0.052457%	0.059207%
Total	**1.991263% 8/8ths**	**2.2475% 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 28th day of August 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin et al, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141881	USA	Kenneth K. Farmer	1/1/93	***MOC et al Lands*** Township 28 North, Range 109 West, 6th P.M. Section 24: All Section 25: NE/4, SW/4 ***SOCO Lands*** Township 28 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	92 O&G	407

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	**0.256237% of 8/8ths**

280225 RECORDED Aug. 31 2000 10:30 a.m. IN BOOK 116 O+G PAGE 89 FEES $ 10.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Seaton

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

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Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 28th day of ~~May~~ April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and Edward M. Warner, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141881	USA	Kenneth K. Farmer	1/1/93	***SOCO Lands*** Township 28 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	92 O&G	407

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **NEIL A. McMURRY**, also known as **MICK McMURRY** with an address of 991 Stafford, Casper, Wyoming 82609 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	**0.063138% of 8/8ths**

280226

RECORDED Aug. 31 2002 10:30AM
IN BOOK 110 D&G PAGE 92
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

THIS instrument is executed to be effective as of the **30th** day of **November, 1998.**

By: Neil A. McMurry
NEIL A. McMURRY, also known as MICK McMURRY

STATE OF Wyoming)
)§
COUNTY OF Natrona)

This instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 21st day of July, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6 April 2003
Thomas R Blevins

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Neil A. McMurry, as Assignor and Edward M. Warner, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141881	USA	Kenneth K. Farmer	1/1/93	***SOCO Lands*** Township 28 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	92 O&G	407

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280227

RECORDED Aug. 31, 2000 10:30 AM
IN BOOK 110 O&G PAGE 95
FEES $ No Fee
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	PERCENT
JOHN W. MARTIN 1811 Miracle Drive Casper, Wyoming 82609	**.0900010%**
DORIS McMURRY P.O. Box 50790 Casper, Wyoming 82605	**.094171%**
NEIL A. McMURRY 5410 E. 22nd Street Casper, Wyoming 82609	**.469166%**
VICTOR L. McMURRY 3405 East Piro Court Phoenix, AZ 85044	**.094166%**
SUSAN ANNE SAMUELSON 1117 Hereford Ranch Road Cheyenne, WY 82007	**.094166%**
CAROL J. McMURRY 3877 Crestone Drive Loveland, Colorado 80537	**.094166%**
GAYLE L. KINNISON P.O. Box 1433 Pinedale, Wyoming 82941	**.094166%**
GARY R. WENZEL P.O. Box 67 Douglas, Wyoming 82633	**.094166%**
KELLY SUE MORTIMER 468 North 6 Mile Road Casper, Wyoming 82604	**.094166%**
McMURRY LIMITED LIABILITY COMPANY P.O. Box 50790 Casper, Wyoming 82605	**.094166%**
JUDY LUND (fka JUDY BANNON) 3935 Dorset Court Casper, WY 82609	**.0625%**
ANNITA EALUM 1917 Eastbrook Street Casper, WY 82601	**.0625%**
JOSEPH J. SCOTT P.O. Box 928 Riverton, Wyoming 82501	**.25%**

JAMES W. CURRY .25%
1916 Rustic Drive
Casper, Wyoming 82609

CASEY OSBORN .0625%
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **2.0%** of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000**.

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

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Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May~~ April 1, ~~2000~~
from McMurry Oil Company, as Assignor to Doris McMurry, et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4	108	663

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May _____, 2000~~ April 19, 2000
from McMurry Oil Company, as Assignor to Doris McMurry, et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	109	562

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May _____, 2000~~ April 19, 2000
from McMurry Oil Company, as Assignor to Doris McMurry, et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Sublette County, Wyoming		
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280228

RECORDED Aug. 31 2002 10:30AM
IN BOOK 116 046 PAGE 101
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.3525%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.1150%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.3400%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.0900%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.0900%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.0900%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.0900%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.0900%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.0900%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.0900%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.2500%**

101

James W. Curry 1916 Rustic Drive Casper, Wyoming 82609	**.2500%**
Casey Osborn P.O. Box 464 Big Piney, Wyoming 83113	**.0625%**

BEING in all a total of an undivided **2.0%** of EIGHT/EIGHTHS (2.0% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
3701 7th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, Doris McMurry, Nell A. McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Joseph J. Scott, James W. Curry, Annita Ealum, Judy Lund, and Casey Osborn, as Assignees.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00040-00	WYW-137342	John Lockridge	—	—	9/1/95	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4

[redacted]

[redacted]

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280229

RECORDED Aug. 31 2020 10:32AM
IN BOOK 116 OAG PAGE 105
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	PERCENT
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.2675%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.2950%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.7500%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.2500%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.2500%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.2500%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.2500%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.2500%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.2500%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.2500%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.3750%**

James W. Curry **.3750%**
1916 Rustic Drive
Casper, Wyoming 82609

Annita Ealum **.0625%**
1917 Eastbrook Ave.
Casper, Wyoming 82601

Judy Lund formerly known as Judy Bannon **.0625%**
3935 Dorset Court
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **4.0%** of EIGHT/EIGHTHS (4% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

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production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette W. Johnson
3707 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

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Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00023-00	WYW-133052	McMurry Oil Co.	97	458	8/1/94	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4

108

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280230

RECORDED Aug. 31 2000 10:30AM
IN BOOK 116 OTG PAGE 109
FEES $12.00 by COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

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Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.0900%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.0900%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.0900%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.0900%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.0900%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.0900%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.0900%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.2500%**

James W. Curry **.2500%**
1916 Rustic Drive
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **2.0%** of EIGHT/EIGHTHS (2.0% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed to be effective as of the 19th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

111

Exhibit "A"

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Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	97	457	8/1/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, SW/4 Section 10: SW/4NW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4

112

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280231

RECORDED Aug. 31 2000 10:30AM
IN BOOK 110 ORS PAGE 113
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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James W. Curry .2500%
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Casper, Wyoming 82609

Casey Osborn .0625%
P.O. Box 464
Big Piney, Wyoming 83113

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THIS instrument is executed to be effective as of the 19th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin et al, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-124073	USA	C.S. O'Connell	5/1/91	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2NW/4, SE/4 Section 2: Lots 3, 4, S/2NW/4, SE/4	115 O&G	15

280232

RECORDED Aug 31 2000 10:30AM
IN BOOK 116 OR 6 PAGE 117
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

WELLBORE ASSIGNMENT AND BILL OF SALE

This Wellbore Assignment ("Assignment") dated effective as of December 1, 1998, at 7:00 A.M. at the location of the properties ("Effective Time"), is from **McMurry Oil Company,** 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor") to **Fort Collins Consolidated Royalties, Inc.,** P.O. Box 1363, Cheyenne, Wyoming 82003, **Nerd Enterprises Inc.**, P.O. Box 949, Casper Wyoming 82602, and **Edward M. Warner**, P. O. Box 48006, Denver, Colorado 80248-0046 ("Assignees").

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

1. An undivided 12.625% leasehold working interest to be borne proportionately in the amounts of 47.029703% by Fort Collins Consolidated Royalties, Inc., 49.009901% by Nerd Enterprises, Inc. and 3.960396% by Edward M. Warner in and to that certain Oil and Gas Lease dated July 2, 1975, and recorded in Book 58, page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 59, Page 687 of the Oil and Gas Records of Sublette County, Wyoming, by and between Brandt M. Jensen and Josephine Jensen, et al, as Lessors, and Leonard Hay, as Lessee ("the Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #4 well, the Surface Location in the NE/4NW/4 of Section 14, Township 31 North, Range 109 West, 6th P.M., and the Bottom Hole Location being approximately the center of Lots 1 and 2, and the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2 (aka NW/4NW/4) of Section 14, Township 31 North, Range 109 West, 6th P.M., all in Sublette County, Wyoming, limited to those depths from the surface down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well, together with a like interest in and to all the property and rights appurtenant or incident thereto, including without limitation the rights applicable to the leasehold interest assigned hereunder in the oil, gas and associated substances and other minerals produced or producible from the wellbore of the Jensen #4 Well from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Jensen #4 Well ("Contracts"), including but not limited to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the wellbore interest assigned hereunder.

2. An undivided 12.625% in and to the Jensen #4 Well, to be borne proportionately in the amounts of 47.029703% by Fort Collins Consolidated Royalties, Inc., 49.009901% by Nerd Enterprises, Inc. and 3.960396% by Edward M. Warner together with a like interest in the personal property and equipment on, appurtenant to, or used in connection with the Jensen #4 Well, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, ("Equipment"), and all other appurtenances thereunto belonging; and natural gas, crude oil, condensate or other products produced from the Jensen #4 Well.

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

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

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

A. Any previously reserved overriding royalty interests of record.

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

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

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

EXECUTED this 24th day of April, 2000 but effective for all purposes as of the Effective Time.

ASSIGNOR:

McMurry Oil Company

By: John W. Martin
Title: President

ATTEST

By: Neil A. McMurry
Title: Secretary

ASSIGNEES:

ATTEST

By:
Title: Asst. Secretary

Fort Collins Consolidate Royalties, Inc.

By: William R. Weeks
Title: Executive Vice-President

ATTEST

By: Mick McMurry
Title: Secretary

Nerd Enterprises, Inc.

By: Mick McMurry
Title: President

ATTEST

By:
Title:

Edward M. Warner

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

The foregoing instrument was acknowledged before me this 24th day of April, 2000 by **John W. Martin, President of McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by **William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties Inc.** a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Colorado)
COUNTY OF Denver)§

The foregoing instrument was acknowledged before me this 14th day of April, 2000, by Mick McMurry, President of **Nerd Enterprises, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Colorado)
COUNTY OF Denver)§

The foregoing instrument was acknowledged before me this 31st day of May, 2000, by **Edward M. Warner.**

Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

WELLBORE ASSIGNMENT AND BILL OF SALE

This Wellbore Assignment ("Assignment") dated effective as of May 1, 2000, at 7:00 A.M. at the location of the properties, is from **Nerd Enterprises, Inc.,** P. O. Box 949, Casper, Wyoming 82602 ("Assignor") to **Nerd Energy Company,** P. O. Box 949, Casper, Wyoming 82602 ("Assignee").

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

1. An undivided 6.1875% leasehold working interest in and to that certain Oil and Gas Lease dated July 2, 1975, and recorded in Book 58, page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 59, Page 687 of the Oil and Gas Records of Sublette County, Wyoming, by and between Brandt M. Jensen and Josephine Jensen, et al, as Lessors, and Leonard Hay, as Lessee ("the Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #4 well, the Surface Location in the NE/4NW/4 of Section 14, Township 31 North, Range 109 West, 6th P.M., and the Bottom Hole Location being approximately the center of Lots 1 and 2, and the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2 (aka NW/4NW/4) of Section 14, Township 31 North, Range 109 West, 6th P.M., all in Sublette County, Wyoming, limited to those depths from the surface down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well, together with a like interest in and to all the property and rights appurtenant or incident thereto, including without limitation the rights applicable to the leasehold interest assigned hereunder in the oil, gas and associated substances and other minerals produced or producible from the wellbore of the Jensen #4 Well from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Jensen #4 Well ("Contracts"), including but not limited to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the wellbore interest assigned hereunder.

2. An undivided 6.1875% in and to the Jensen #4 Well together with a like interest in the personal property and equipment on, appurtenant to, or used in connection with the Jensen #4 Well, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, ("Equipment"), and all other appurtenances thereunto belonging; and natural gas, crude oil, condensate or other products produced from the Jensen #4 Well.

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

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

280233

RECORDED Aug. 31 20 00 10:30 AM
IN BOOK 116 046 PAGE 121
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seeton

121

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

A. Any previously reserved overriding royalty interests of record.

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

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

THIS WELLBORE ASSIGNMENT AND BILL OF SALE is executed this 1st day of May, 2000

ASSIGNOR:

ATTEST

By: Mick McMurry
Title: Secretary

Nerd Enterprises, Inc.

By: Mick McMurry
Title: President

ASSIGNEE:

ATTEST

By: Mick McMurry
Title: Secretary

Nerd Energy Company

By: Mick McMurry
Title: President

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of May 2000 by **Mick McMurry, President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

Lynette Y. Johnson
Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

WELLBORE ASSIGNMENT AND BILL OF SALE

This Wellbore Assignment ("Assignment") dated effective as of May 1, 2000, at 7:00 A.M. at the location of the properties, is from **McMurry Oil Company,** 370 17th Street, Suite 3020, Denver, Colorado 80202. ("Assignor") to **McMurry Energy Company,** 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignee").

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

1. An undivided 12.375% leasehold working interest in and to that certain Oil and Gas Lease dated July 2, 1975, and recorded in Book 58, page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 59, Page 687 of the Oil and Gas Records of Sublette County, Wyoming, by and between Brandt M. Jensen and Josephine Jensen, et al, as Lessors, and Leonard Hay, as Lessee ("the Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #4 well, the Surface Location in the NE/4NW/4 of Section 14, Township 31 North, Range 109 West, 6th P.M., and the Bottom Hole Location being approximately the center of Lots 1 and 2, and the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2 (aka NW/4NW/4) of Section 14, Township 31 North, Range 109 West, 6th P.M., all in Sublette County, Wyoming, limited to those depths from the surface down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well, together with a like interest in and to all the property and rights appurtenant or incident thereto, including without limitation the rights applicable to the leasehold interest assigned hereunder in the oil, gas and associated substances and other minerals produced or producible from the wellbore of the Jensen #4 Well from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Jensen #4 Well ("Contracts"), including but not limited to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the wellbore interest assigned hereunder.

2. An undivided 12.375% in and to the Jensen #4 Well together with a like interest in the personal property and equipment on, appurtenant to, or used in connection with the Jensen #4 Well, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, ("Equipment"), and all other appurtenances thereunto belonging; and natural gas, crude oil, condensate or other products produced from the Jensen #4 Well.

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

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

280244

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 110 046 PAGE 124
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

[redacted] [redacted] [redacted]

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

A. Any previously reserved overriding royalty interests of record.

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

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

THIS WELLBORE ASSIGNMENT AND BILL OF SALE is executed this 1st day of May, 2000

ASSIGNOR:

ATTEST

Neil A. McMurry

By: Neil A. McMurry
Title: Sec

McMurry Oil Company

John W. Martin

By: John W. Martin
Title: President

ASSIGNEE:

ATTEST

Neil A. McMurry

By: Neil A. McMurry
Title: Sec

McMurry Energy Company

John W. Martin

By: John W. Martin
Title: President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 by **John W. Martin, President of McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280234

RECORDED Aug. 31 2000 10:30 AM
IN BOOK 116 OPR PAGE 127
FEES $ 12.00 COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
Ray Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	PERCENT
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.2675%**
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	**.2950%**
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.7500%**
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	**.2500%**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**.2500%**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**.2500%**
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	**.2500%**
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	**.2500%**
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	**.2500%**
McMurry Limited Liability Company P.O. Box 50790 Casper, Wyoming 82605	**.2500%**
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	**.3750%**

James W. Curry **.3750%**
1916 Rustic Drive
Casper, Wyoming 82609

Annita Ealum **.0625%**
1917 Eastbrook Ave.
Casper, Wyoming 82601

Judy Lund formerly known as Judy Bannon **.0625%**
3935 Dorset Court
Casper, Wyoming 82609

Casey Osborn **.0625%**
P.O. Box 464
Big Piney, Wyoming 83113

BEING in all a total of an undivided **4.0%** of EIGHT/EIGHTHS (4% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **19th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 19th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette W. Johnson
3707 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty interest between McMurry Oil Company, as Assignor and John W. Martin, Doris McMurry, Nell A. McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Joseph J. Scott, James W. Curry, Annita Ealum, Judy Lund, and Casey Osborn, as Assignees.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	---	---	8/1/97	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

19

RELEASE OF OIL AND GAS LEASE

RECORDED Sept. 1 2000 9:00 AM
IN BOOK 116 Of 6 PAGE 131
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lester

STATE OF WYOMIONG §
§ 280249
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That, EOG RESOURCES, INC., whose address is Post Office Box 4362, Houston, Texas 77210-4362 do hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil & Gas Lease, situated in the County of Sublette, State of Wyoming to wit:

LEASE NO.: 0075353-000
DATE: December 10, 1994
LESSOR: Gordon M Mickelson and Margaret G Mickelson
LESSEE: Contex Energy Company
DESCRIPTION: **Township 30 North, Range 112 West, 6th PM**
Section 5: SWSW
Section 6: Lot 7, SESW, S2SE
Section 7: Lot 1, NENW, NENE
Township 30 North, Range 113 West, 6th PM
Section 1: S2N2, N2S2, SESW, S2SE
Section 2: Lot 1
Section 12: NENE
Township 31 North, Range 113 West, 6th PM
Section 34: NESE, S2NE
Section 35: NWSW, SESW, S2SE
RECORDED: Book 100/Page 218

EXECUTED, this 23rd day of August, 2000.

EOG RESOURCES, INC.

R. H. LEFFINGWELL
AGENT & ATTORNEY-IN-FACT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Leffingwell, known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-in-Fact of EOG RESOURCES, INC., 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF August, 2000.

My commission expires:

CARRIE STEVENS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 9, 2004

Carrie Stevens
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, McMURRY OIL COMPANY, 370 17th Street, Suite 3020, Denver, CO 80202, hereinafter referred to as "Assignor" 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 ENERGY COMPANY, 370 17th Street, Suite 3020, Denver, CO 80202, hereinafter referred to as "Assignee" One Hundred Percent (100%) of Assignor's overriding royalty interest burdening that certain Federal Oil and Gas Lease identified as WYW-018039, dated effective October 1, 1952, issued by the United States Department of Interior, Bureau of Land Management to Morris Kline covering the following described land in SUBLETTE COUNTY, STATE OF WYOMING:

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

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

Containing 360.00 acres, more or less

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

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

THIS ASSIGNMENT is executed effective as of the 1st of May, 2000.

280250

RECORDED Sept. 1 2000 9:00A M
IN BOOK 116 O&G PAGE 132
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

McMURRY OIL COMPANY

By: /s/ John W. Martin
John W. Martin, President

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of May, 2000 by **John W. Martin, President of McMurry Oil Company, a** Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO (SEAL)

/s/ Lynette Y. Johnson
Notary Public

My commission expires:

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL & GAS LEASES

This Assignment of Oil and Gas Leases ("Assignment") is by and between **McMurry Oil Company**, a Wyoming corporation, P.O. Box 220, Casper, Wyoming 82602 ("McMurry" or "Assignor"), and **Nerd Enterprises, Inc.**, a Wyoming corporation, P.O. Box 949, Casper, Wyoming 82602 ("Nerd"), **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, P.O. Box 1363, Cheyenne, Wyoming 82003 ("Fort Collins"), and **Edward M. Warner**, an individual, 1625 Larimer Street, Suite 2005, Denver, Colorado 80202 ("Warner"); Warner, Nerd and Fort Collins sometimes referred to individually as "Assignee" or collectively as "Assignees".

WHEREAS, Assignor is the owner of the oil and gas leases described on Exhibit "A" (the "Leases"); and

WHEREAS, Assignor desires to convey an undivided 50.50% of its interest in the Leases to Assignees in the manner set forth below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which Assignor and Assignees hereby acknowledge, Assignor does hereby grant, transfer, convey and assign unto Assignees in the following undivided shares, to-wit: Warner - 2.00% of 8/8ths; Nerd -12.375% of 8/8ths; Fort Collins - 36.125% of 8/8ths, an undivided 50.50% of all of Assignor's right, title and interest in and to the oil, gas and mineral leasehold estates described in Exhibit A, together with extensions and renewals thereof, all easements and other appurtenances held in connection therewith and rights in respect of any pooled, communitized or unitized acreage of which any such interest is a part (collectively, the *"Leasehold Interests")*;

TO HAVE AND TO HOLD, the property herein conveyed unto Assignees, their respective heirs, successors and assigns, forever, subject to the following;

Re-Assignment. In the event any party hereto shall elect not to pay its share of the rental due under any of the Leases such party agrees, at least thirty (30) days prior to any such rental date, to tender to the other parties, without warranty of title, its proportionate share of such interest of such party.

Special Warranty. Assignor covenants with the Assignees, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, free and clear from all liens, encumbrances or adverse claims; that said Leases are valid and subsisting leases, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED this 24th day of April, 2000, but made effective as of the **24th** day of **April, 2000.**

ASSIGNOR:

ATTEST:

McMURRY OIL COMPANY

By: _____

John W. Martin, President

280251

RECORDED Sept. 1 2000 9:00 AM
IN BOOK 116 046 PAGE 133
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

ASSIGNEES:

ATTEST:

NERD ENTERPRISES, INC.

By: _____

Mick McMurry, President

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

William R. Weeks
Executive Vice President

By: _____

EDWARD M. WARNER, an individual

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

The foregoing instrument was acknowledged before me this 24th day of April, 2000, 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:

11-30-2002

Notary Public

My Commission Expires 11/30/2002

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

The foregoing instrument was acknowledged before me this 24th day of April, 2000, 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:

5-16-01

Notary Public

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

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:
April 18, 2001

Warren E. Mapp
Notary Public

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

SUBSCRIBED AND SWORN to before me by Edward M. Warner, an individual, this 24th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:
5-16-01

Carrie Ann Vacheviss
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May ____, 2000~~ April 24, 2000
from McMurry Oil Company as Assignor to Nerd Enterprises, Inc., et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4	108	663

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May~~ April 24, 2000 ~~, 2000~~
from McMurry Oil Company as Assignor to Nerd Enterprises, Inc., et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	109	562

137

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May ____, 2000~~ April 24, 2000
from McMurry Oil Company as Assignor to Nerd Enterprises, Inc., et al as Assignees

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Sublette County, Wyoming		
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Nerd Energy, Inc.**, P.O. Box 3003, Casper, WY 82602, hereinafter called Assignor, for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby sell, assign, transfer, and set over unto **N V Enterprises, LLC,** P.O. Box 1972, Rock Springs, WY 82902 hereinafter called Assignee, a **2.0625% of 8/8ths** interest in and to that certain Federal Oil and Gas Lease covering among other lands, the following described lands in **Sublette County, Wyoming,** together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights assigned by Assignor in oil, gas, and associated substances and other minerals produced or producible from or attributable to the Lease or to any units, poled areas or communitized areas that cover or include all or any portion of the Lease, and (b) the rights assigned by 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 in any way relating to the Lease and the lands and all amendments to any of the foregoing.

TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M.
Section 9: NE/4/NE/4
(WYW-142261)
containing 40.00 acres, more or less

This Assignment of interest to Assignee is made subject to, and Assignee hereby assumes Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date, being defined as June 15, 2000.

And for the same consideration, the Assignor covenants with the Assignee, its heirs, successors, or assigns; that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said Lease is a valid and subsisting lease on the above-described lands; however, Assignor does not warrant title, express or implied or statutory except as to parties claiming, by, through or under Assignor, but not otherwise.

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

EXECUTED this 12 day of August, 2000, **but effective as of June 15, 2000.**

RECORDED Sept. 5, 2000 11:35 AM
IN BOOK 116 016 PAGE 139
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

280291

NERD ENERGY, INC.

Mick McMurry
By: Mick McMurry, President

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 12th day of August, 2000, before me personally appeared MICK McMURRY, whose identity is personally known to me and who by me duly sworn, did say that he is the President of Nerd Energy, Inc., and that said document was signed by him in behalf of said corporation by authority of its Bylaws, and acknowledged to me that said corporation authorized same.

Witness my hand and official seal

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

Thomas R Blevins
Notary Public

My Commission Expires: 6 April 2003

PRODUCTION PAYMENT ASSIGNMENT AND AGREEMENT

This Production Payment Assignment and Agreement ("Agreement") is made and entered into effective as of the 1st day of July, 2000, by and between Sovereign Investments Inc., 455 Granville Street, Suite 200, Vancouver, British Columbia, Canada, V6C, 1T1 ("Sovereign") and EMI II Limited Partnership, c/o Kenneth D. Willis, 8421 East Oregon Place, Denver, Colorado, 80231 ("EMI II").

WHEREAS, Tom Brown, Inc. as Operator of the following described wells in Sublette County, Wyoming, (the "Subject Wells") has proposed re-completing the Subject Wells in the Frontier formation and commingling production from the Bear River and Frontier formations:

BC Federal 20-20, NE/4 Section 20, T27N, R111W, Federal Lease W-54137
BC Federal 40-20, SE/4 Section 20, T27N, R111W, Federal Lease W-68117
BC Federal 10-28, NW/4 Section 28, T27N, R111W, Federal Lease W-62117
BC Federal 10-32, NW/4 Section 32, T27N, R111W, Federal Lease W-63490

AND WHEREAS, pursuant to an Agreement dated June 1, 2000, between Sovereign and EMI II, Sovereign has agreed to pay EMI II's share of the costs of re-completing the Subject Wells in the Frontier formation and commingling production with the Bear River formation, provided that all revenue deriving from the Subject Wells including production and the sale of the wells, equipment and leases be assigned to Sovereign, until such time that all funds advanced by Sovereign to EMI II in connection with the re-completion of the Subject Wells have been repaid to Sovereign in full;

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EMI II hereby gives, grants, transfers and assigns to Sovereign all revenues from production attributable to EMI II's working interest in the Subject Wells from July 1, 2000 onward until Sovereign has achieved payout of its expenses.

PAYOUT shall mean that point in time when the total proceeds of production received by Sovereign from EMI II's share of the working interest in the Subject Wells shall equal 100% of EMI II's share of the cost of re-completing, equipping and operating the Subject Wells. The proceeds attributable to EMI II's working interest in arriving at Payout shall be exclusive of all royalties, overriding royalties, and any other payment burdens existing as of the date of this Agreement, including but not limited to EMI II's share of ad valorem and production taxes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first hereinabove written.

SOVEREIGN INVESTMENTS INC.

By: D Mercier

Title: PRESIDENT

EMI II LIMITED PARTNERSHIP

By: Kenneth D. Willis

Title: Trustee

280330

RECORDED Sept 8 2000 8:55a M
IN BOOK 116 O+G PAGE 140
FEES $ 9.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cooke

[redacted] [redacted] [redacted]

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me the 17th day of August, 2000 by Kenneth D. Willis as Trustee of EMI II Limited Partnership.

Witness my hand and official seal

My Commission Expires:

May 14, 2001

GAIL ANNE BATES NOTARY PUBLIC STATE OF COLORADO

Gail Anne Bates
Notary Public 8335 Fairmount Dr.
Denver, CO 80231

CITY OF VANCOUVER
PROVINCE OF BRITISH COLUMBIA

The foregoing instrument was acknowledged before me the 21st day of AUGUST 2000 by David Mercier as President of Sovereign Investments Inc.

Witness my hand and official seal

DOES NOT

My Commission Expires:

EXPIRE

Notary Public
A Notary Public in and for the
Province of British Columbia

Form 3000-3a
(January 1996)

UNITED STATES 142
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 13 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.

See Exhibit "A" attached

Type or print plainly in ink and sign in ink.

RECORDED Sept 2 2000 8:55A M
IN BOOK 116 PAGE 142
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: SHAMA ZOE LIMITED PARTNERSHIP
   City, State, ZIP Code: 7128 S. Poplar Lane, Englewood, CO 80112

280331

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
See Exhibit "A" Attached Hereto	100%	100%	None	N/A	N/A

It is the intent of this document to convey 100% Operating Rights and an 80% Net Revenue Interest, limited in depth as set out below, retaining an overriding royalty interest equal to the difference, if any, between 20% and all existing Landowner's royalty, overriding royalties, and other burdens.

This Transfer of Operating Rights covers and is effective only as to those depths which are below the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SWNE of Section 33, Township 32 North, Range 111 West;

(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SENW Section 2, Township 31 North, Range 110 West;

(3) 6,870 feet in the Billy #33-16 well, located in the NWSE of Section 16, Township 31 North, Range 111 West;

(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NWSW of Sec. 19, Township 30 North, Range 110 West;

(5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31, Township 31 North, Range 109 West;

(6) 8,686 feet in the Luman #11-25 well, located in the NESW of Section 25, Township 32 North, Range 110 West

All of the above six (6) wells are located within Sublette County, Wyoming

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

FOR ASSIGNEE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title) AUG 23 2000 (Date)

In the event A[redacted] shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 30th day of June, 2000

Name of Transferor: Aztec Energy Corporation
Please type or print

Transferor By: Dan C. Perry
(Signature)

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

7801 Broadway, Ste. 200
(Transferor's Address)

San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 30th day of June, 2000

SHAMA ZOE LIMITED PARTNERSHIP

Transferee By: Gilman A. Hill
(Signature)

or Attorney-in-fact: General Partner
(Signature)

BURDEN HOURS STATEMENT

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

K:\DCP\AZTEC\ALPINE\addtl. asst. lang.mem

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.

Exhibit "A"

to Transfer of Operating Rights (Sublease) in a Lease for Oil and Gas dated June 30, 2000,
from Aztec Energy Corporation to SHAMA ZOE LIMITED PARTNERSHIP

Lessor and Lease Serial Number	Lessee of Record	Lease Eff. Date	Description	No. of acres	Percent of Overriding Royalty Reserved	Percent of Overriding Royalty Previously reserved or conveyed	Lease Recording Information
USA- WYW-131388	Aztec Energy Corporation	2-1-94	T-32-N, R-110-W Sec. 22: NE4, N/2SW, SESW Sec. 23: All Sec. 26: All	1,560.00		7.5% of 8/8	Book 103 Page 538
USA- WYW-131389	Aztec Energy Corporation	2-1-94	T-32-N, R-110-W Sec. 27: E/2, E/2SW/4, SWSW Sec. 29: E/2NE, SE Sec. 33: SENE, SESW Sec. 34: E/2, SW	1,240.00		7.5% of 8/8	Book 103 Page 540
USA- WYW-131921	Shama Zoe Limited Partnership	4-1-94	T-32-N, R-111-W Sec. 9: S/2	320.00		7.5% of 8/8	Book 99 Page 464

STATE OF ~~TEXAS~~ COLORADO §
§
COUNTY OF ~~BEXAR~~ JEFFERSON §

The foregoing instrument was acknowledged before me this 30th day of June, 2000, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

May 22, 2003

Laurie J. Hall
NOTARY PUBLIC, State of ~~Texas~~ Colorado

Laurie J. Hall
(Printed Notary Name)

LAURIE J. HALL NOTARY PUBLIC STATE OF COLORADO

146

WY-32593
W4813

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 JUL 16 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-08593

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*

Street	Ultra Resources, Inc. 85%	Lance Oil & Gas Company, Inc. 15%
City, State, ZIP Code	304 Inverness Way South, Suite 295 Englewood, Colorado 80112	12200 N Pecos Street Denver, Colorado 80234

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 20: N/2N/2N/2, SE/4NE/4NE/4, E/2SE/4NE/4, E/2E/2SE/4 Section 21: NW/4, W/2NE/4, N/2S/2 From surface of the earth to stratigraphic equivalent of 13,211', being 100' below the total depth drilled in the Stewart Point 3-28 Well, located in the NENW of Section 28, T33N-R109W, 6th P.M. Containing 550.00 acres more or less, Sublette Co., Wyoming. This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc.	50.00%	25.00%	25.00%	* 1.50 of 8/8ths	4.00% of 8/8ths
		* Proportionately Reduced			

FOR ASSIGNEE

280399 RECORDED Sept. 13 2000 10:00 A.M.
IN BOOK 111 O+G PAGE 146
FEES $ 8.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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.

(1) Transfer approved effective AUG 01 1999

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

LAND LAW EXAMINER (Title)

DEC 28 1999 (Date)

Part A (Continue [redacted] TIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

[redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 29th day of April, 1999
But Made Effective 12-21-98

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION COMPANY
(Please type or print)

Transferor BY: [signature]
(Signature)
or
Attorney-in-fact G. L. Nordloh President/CEO
(Signature)

1331 17th Street, Suite 800
(Transferor's Address)

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

Executed this 7th day of June, 1999

Ultra Resources Inc.

Transferee
or
Attorney-In-fact Charlotte H. Kay
(Signature)

Executed this 2nd day of July, 1999

Lance Oil & Gas Company, Inc.

Transferee Ralph W. Poetick
Ralph W. Poetick, Attorney-In-Fact

BURDEN HOURS STATEMENT

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

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

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WY-32568
WY898

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 JUL 16 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-08589

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Ultra Resources, Inc. 85%
304 Inverness Way South, Suite 295
Englewood, Colorado 80112

Lance Oil & Gas Company, Inc. 15%
12200 N Pecos Street
Denver, Colorado 80234

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. Section 8: E/2, E/2W/2, SW/4SW/4 Section 17: NW/4, W/2NE/4, NE/4NE/4, SW/4, W/2SE/4, SE/4SE/4					
From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.	75.00%	37.50%	37.50%	* 1.0833% of 8/8ths	4.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,126', being 100' below the total depth drilled in the Mesa 15-8 Well, located in the SWSE of Section 8, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	* 1.50% of 8/8ths	4.00% of 8/8ths

Containing 1080 acres more or less, Sublette Co., Wyoming.

This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc.

In addition to the above, ~~Celsius~~ relinquishes all it's interest in the wellbore of the Mesa 15-8 well located in the SWSE of Section 8-T32N-R109W, 6th P.M., subject to the retention of an exclusive 2% of 8/8 proportionately reduced overriding royalty interest (in addition to the overriding royalty reserved in column e) until payout of said well. At such time as the Mesa 15-8 Well reaches payout, ~~Celsius~~ shall have the right to convert said 2% reserved overriding royalty interest only to a proportionately reduced 50% working interest in the Mesa 15-8 Well.

* Proportionately Reduced ** TRANSFEROR

280400
RECORDED Sept. 13 2000 10:00AM
IN BOOK 111 O-6 PAGE 148
FEES $8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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 AUG 01 1999

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
FEB 01 2000 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear Tear

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 29th day of April, 1999
But Made Effective 1-3-98

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION COMPANY
Please type or print

Transferor BY: G. L. Nordloh
(Signature)

~~Attorney-in-fact~~ G. L. Nordloh President/CEO

~~(Signature)~~

1331 17th Street, Suite 800
(Transferor's Address)

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

Executed this 29 day of June, 1999

Ultra Resources Inc.

Transferee Michael D. Watford
(Signature)

or

~~Attorney-in-fact~~ Michael D. Watford, CEO 2nd
(Signature)

Executed this 2nd day of July, 1999

Lance Oil & Gas Company, Inc.

Transferee Ralph W. Ponfick
Signature/Title

Ralph W. Ponfick, Attorney-in-Fact

BURDEN HOURS STATEMENT

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

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

150

WY-32549

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

RECEIVED BY THE BUREAU OF LAND MANAGEMENT
99 JUL 16 AM 9:00
ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-015317

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* — Ultra Resources, Inc. 85% — Lance Oil & Gas Company, Inc. 15%
   Street — 304 Inverness Way South, Suite 295 — 12200 N Pecos Street
   City, State, ZIP Code — Englewood, Colorado 80112 — Denver, Colorado 80234

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

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

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

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

Land Description	Percent of Interest: Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests: Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. **Section 15: W/2** **Section 21: NE/4** **Section 22: N/2** **From surface of the earth to the stratigraphic equivalent of the depth of 12,050' as encountered in The Mesa Unit #1 Well, located in the NENE of Section 7, T32N-R109W, 6th P.M. Sublette County, Wy.**	75.00%	37.50%	37.50%	2.0833% of 8/8ths *	3.4167% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,000', being the true vertical depth drilled in the Mesa 3-22D Well, located in the NENW of Section 22, T32N-R109W, 6th P.M.	50.00%	25.00%	25.00%	2.50% of 8/8ths *	3.00% of 8/8ths

Containing 780.00 acres more or less, Sublette Co., Wyoming.

This assignment is made pursuant to and subject to the terms of that certain Farmout Agreement dated March 31, 1997, by and between Celsius Energy and Ultra Resources, Inc. and the letter Agreement dated June 18, 1999 between Ultra and Questar.

In addition to the above, Questar relinquishes all it's interest in the wellbore of the Mesa 3-22D Well located in the NENW of Section 22, T32N-R109W, 6th P.M., to the depth noted above, subject to the retention of an exclusive 2% of 8/8 proportionately reduced overriding royalty interest (in addition to the overriding royalty reserved in column e) until payout of said well. At such time as the Mesa 3-22D Well reaches payout, Questar shall have the right to convert said 2% reserved overriding royalty interest to a proportionately reduced 50% working interest in the Mesa 3-22D Well, retaining the overriding royalty interest reserved in column (e)

280401

RECORDED Sept. 13 2000 10:20 A.M.
IN BOOK 116 0+6 PAGE 150
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

* Proportionately Reduced by the working interest assigned

This Assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999 from Ultra to Questar.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective AUG 01 1999

By /s/ Theresa M. Stevens (Authorized Officer) — LAND LAW EXAMINER (Title) — NOV 23 1999 (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear — Tear — Tear

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of June, 19 99

Name of Transferor: **Questar Exploration and Production Company**

Please type or print

Transferor: **BY:** _____ (Signature)

or

~~Attorney-in-fact~~: **G. L. Nordloh** **President/CEO**

(Signature)

1331 17th Street, Suite 800

(Transferor's Address)

Denver, **Colorado** **80202**

(City) (State) (Zip Code)

Executed this 29 day of June, 19 99

Ultra Resources Inc.

Transferee: _____ (Signature)

or

~~Attorney-in-fact~~: Michael D. Watford,

CEO 2nd (Signature)

Executed this ___ day of July, 19 99

Lance Oil & Gas Company, Inc.

Transferee: _____ (Signature of Title)

Ralph W. Pollick, Attorney-In-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per respouse 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.

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On the 1st day of August, 2000, an Oil and Gas Lease was made and entered into by and between WILMA BLOOM DAVIS, ET VIR, and AZTEC ENERGY CORPORATION, A UTAH CORPORATION ("LESSEE") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a three year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

LESSOR:

280403

WILMA BLOOM DAVIS

x Wilma Bloom Davis

Date: 8-1-00

CLARENCE DAVIS

x Clarence Davis

Date: 8-1-00

RECORDED Sept 13 2000 10:00a M
IN BOOK 116 O+G PAGE 152
FEES $ 10.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

A:\Davis OGL Mem.mem.wpd

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 1st day of August, 2000 from Wilma Bloom Davis, et vir, 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

Signed for Identification:

Wilma Bloom Davis

Wilma Bloom Davis

Clarence Davis

CLARENCE DAVIS

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 31st day of August, 2000, before me, Notary Public, personally appeared Wilma Bloom Davis to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Amber Hammer
Notary Public, State of Wyoming

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 31st day of August, 2000, before me, Notary Public, personally appeared Clarence Davis to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Amber Hammer
Notary Public, State of Wyoming

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

[redacted] [redacted] [redacted]

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On the 1st day of August, 2000, an Oil and Gas Lease was made and entered into by and between BONNIE BLOOM ALEXANDER, ET VIR, and AZTEC ENERGY CORPORATION, A UTAH CORPORATION ("LESSEE") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a three year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

LESSOR:

BONNIE BLOOM ALEXANDER

x Bonnie Bloom Alexander

Date: Aug 7 2000

KIP ALEXANDER

x Kip Alexander

Date: Aug 7 2000

LUANNE S. FREEMAN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 07-11-02

Luanne S. Freeman

280404

RECORDED Sept. 13 2000 10:00 AM
IN BOOK 111 O+G PAGE 155
FEES $ 10.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

A:\Alexander OGL Mem.mem.wpd

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 7th day of August, 2000, before me, Notary Public, personally appeared Bonnie Bloom Alexander to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Notary Public, State of Wyoming

COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 02-11-02

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 7th day of August, 2000, before me, Notary Public, personally appeared Kip Alexander to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Notary Public, State of Wyoming

COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 02-11-02

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease dated the 1st day of August, 2000 from Bonnie Bloom Alexander, et vir, 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

157

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, LANCE OIL AND GAS COMPANY, INC., of 12200 North Pecos Street, Denver, CO 80234, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by CONTEX ENERGY COMPANY, whose address is 1645 Court Place, Suite 212, Denver, CO 80202, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said CONTEX ENERGY COMPANY, hereinafter called "Assignee", its successors and assigns, the Oil and Gas Leases, described in EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming.

Reference is hereby made to said leases, and the recording thereof in Sublette County, Wyoming, or filed in the respective governmental office, 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 leases, 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 leases.

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 31st day of August, 2000.

280424

LANCE OIL AND GAS COMPANY, INC.

RECORDED Sept. 14 2000 8:30AM
IN BOOK 111 O&G PAGE 157
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

By _____
Vice President

STATE OF COLORADO

COUNTY OF Adams

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared J. Burton Jones, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President of Business Dev. 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 31st day of August, 2000.

My Commission Expires: 6/26/03

B. L. JARRETT NOTARY PUBLIC STATE OF COLORADO

Notary Public: B. L. Jarrett
Address: 12466 W. 71st Pl,
Arvada, Co, 80004

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases from Lance Oil and Gas Company, Inc. to Contex Energy Company
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
December 1, 1997	United States of America Federal Lease WYW-143672	Ultra Resources, Inc.	T33N-R113W Sec 8: S2SW, SWSE Sec 18: E2 Sec 19: E2 Sec 29: NW Sec 30: NE	1,080.00	Filed @ BLM
December 1, 1997	United States of America Federal Lease WYW-143673	Ultra Resources, Inc.	T33N-R113W Sec 17: W2NE, W2, SE Sec 20: N2, SW, N2SE Sec 21: N2, NWSW	1,480.00	Filed @ BLM

ASSIGNMENTS OF RECORD TITLE (FEDERAL FORM) FOR THE ABOVE FEDERAL OIL AND GAS LEASES WERE FILED IN CONJUNCTION HEREWITH AT THE BLM OFFICE IN CHEYENNE, WYOMING.

July 2, 1997	State of Wyoming Lease No. 97-00374	Ultra Resources, Inc.	T34N-R113W Sec 30: Lot 4, SESW	75.88	Filed @ Wyoming State Lands & Investments Office
July 2, 1997	State of Wyoming Lease No. 97-00375	Ultra Resources, Inc.	T34N-R113W Sec 31: NESE	40.00	Filed @ Wyoming State Lands & Investments Office

ASSIGNMENTS (STATE FORM) FOR THE ABOVE STATE LEASES WERE FILED IN CONJUNCTION HEREWITH AT THE STATE LANDS & INVESTMENTS OFFICE IN CHEYENNE, WYOMING.

May 5, 1997	Mary M. Meeks, Trustee under Declaration of Trust dated June 12, 1979	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 330

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases from Lance Oil and Gas Company, Inc. to Contex Energy Company
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
June 2, 1997	John Robert Kvenild	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 335
June 2, 1997	William J. Kvenild	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2W2, SWSE, NESE	709.06	Bk 105, Pg 338
July 1, 1997	Barbara C. Gildea and Vernon J. Gildea, Trustees under the Barbara C. Gildea Living Trust, dated Oct 28, 1994	Steve Tofte	INSOFAR AS SAID OGL COVERS: T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2NW, SESW, SWSE, NESE	511.58	Bk 107, Pg 380
August 25, 1997	1st Interstate Bank, Trustee of the Margaret E. Conwell Trust	High Plains Associates, Inc.	INSOFAR AS SAID OGL COVERS: T33N-R113W Sec 4: Lots 1, 2, S2NE T34N-R113W Sec 17: SWNW, N2SW Sec 18: Lots 3, 4, S2NE, NWNE, E2NW, SESW, SWSE, NESE	669.06	Bk 107, Pg 213

[redacted] [redacted] [redacted]

AFFIDAVIT

AFFIANT, JORDAN R.SMITH, being first duly sworn, upon oath deposes and says:

THAT he is President of Energetics, Inc, P.O. Box 5038, Englewood, Colorado, 80155.

THAT this Affidavit affects the following lease and lands ("Subject Lease and Lands"):

Serial Number:	W-62117
Date of Lease:	February 1, 1978
Lessor:	United States of America
Lessee:	R. Ken Williams
Legal Description:	Insofar as said lease covers: Township 27 North, Range 111 West, 6th P.M. Section 28: NW/4 Sublette County, Wyoming Containing 160.00 acres, more or less
Recordation:	Book 60, Page 198 Book 67, Page 646 Book 68, Page 167

THAT Energetics, Inc. was Transferor under that certain Transfer of Operating Rights dated May 27, 1982, filed with the Bureau of Land Management on July 27, 1983, approved effective August 1, 1983 and recorded in Book 69 at Page 599 of the Sublette County Records, which Transfer assigned a 7.5% interest in the Subject Lease and Lands from the surface of the earth down to 10,306 feet to Guaranty Energy Group 1979X.

THAT the undersigned has personal knowledge that the intended Transferee was Guaranty Energy Group 1979, not Guaranty Energy Group 1979X.

THAT the purpose of this Affidavit is to correct of record the erroneous naming of Guaranty Energy Group 1979X as Transferee under the above described Transfer of Operating Rights. The Transferee under the above described Transfer of Operating Rights should have been listed as Guaranty Energy Group 1979 instead of Guaranty Energy Group 1979X.

FURTHER AFFIANT sayeth not.

AFFIANT

JORDAN R. SMITH

STATE OF COLORADO)
)ss
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 18th day of August, 2000 by Jordan R. Smith

Witness my hand and official seal

My Commission Expires:
STEPHANIE FERNANDEZ
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 03/18/03

Notary Public

STEPHANIE FERNANDEZ
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 03/18/03

280432

RECORDED Sept. 14 2000 3:10 pM
IN BOOK 116 OF 6 PAGE 161
FEES $ 6.00 M Lacey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

162

MEMORANDUM OF OPERATING AGREEMENT

State: Wyoming

County: Sublette

Operator: Tom Brown, Inc.
555 17th Street, Suite 1850
Denver, CO, 80202

Non-Operators: Bristol Resources Corp.
Bristol Resources Production Company, LLC
Bristol Resources 1994 Acquisition Limited Partnership
6655 South Lewis, Suite 200
Tulsa, OK, 74136

280435

GCIL III Limited Partnership
c/o Dave Kelm
118 Fairway Drive
New Orleans, LA, 70124

Elmer L. Herbaly
1515 Arapahoe Street, Suite 13[illegible]
Denver, CO, 80202

RECORDED Sept. 14 2000 3:10 PM
IN BOOK 116 O+G PAGE 162
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Operator and Non-Operators (collectively, the "Parties"), all named above, are subject to an Operating Agreement dated August 15, 1982 covering the following lands (the "Contract Area") in the County and State named above:

Township 27 North, Range 112 West, 6th PM
Section 1: N/2

Operator and Non-Operators each own Working Interests in the Contract Area as set opposite each Parties' name below:

Tom Brown, Inc.	47.567255%
Bristol Resources 1994 Acquisition L.P.	37.500000%
Bristol Resources Production Company, L.L.C.	12.375000%
Bristol Resources Corporation	0.125000%
Elmer L. Herbaly	2.160000%
GCIL III Limiter Partnership	0.272745%

[redacted] [redacted] [redacted]

Article VII B of the Operating Agreement, entitled "Liens and Payment Defaults", provides for the creation and attachment of a lien for default in payment, under the terms of the Operating Agreement. In order to enable each Party to have the right to file and perfect such a lien, the terms of the Operating Agreement are incorporated into this Memorandum for all purposes. A complete copy of the Operating Agreement may be obtained at the offices of the Operator.

This Memorandum of Operating Agreement is place of record for the purpose of placing all persons on notice of the existence of the Operating Agreement and the Operating Agreement shall be deemed to be binding on Operator and Non-Operators and their successors and assigns, and in full force and effect until modified, which modifications may be evidenced by an amendment to this Memorandum being placed of record.

TOM BROWN, INC.

Attest:

Bruce R. DeBoer
Secretary

Rodney G. Mellott
Vice President - Land

STATE OF COLORADO

CITY & COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 28th day of August, 2000 by Rodney G. Mellott as Vice President – Land for Tom Brown, Inc.

Witness my hand and official seal

My Commission Expires:

12-6-03

Phyllis Malisheski
Notary Public

PHYLLIS MALISHESKI
NOTARY PUBLIC, STATE OF COLORADO

[redacted]

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 93-00132 Assignment Approval Date - SEP 01 2000

ASSIGNOR, with name and address at, Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 100 percent Operating Rights
(Type Interest: ~~Leasehold~~ Operating Rights ~~Overriding Royalty~~)
interest in this lease, described in particular if less than the total leasehold as: S/2 Sec. 36, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 320.00 acres, more or less, and this Assignment covers and is effective only as to those depths and zones below the Base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the depth of 7,262 feet in the Cottonwood #32-33 Well, located in the SW NE of Sec. 33-T32N-R111W, Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, TX 78209

100% Operating Rights percent interest in the ~~total leasehold~~, or as described in particular above.

280541

RECORDED Sept. 21 2000 10:40 AM
IN BOOK 116 O+G PAGE 164
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

~~2) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~3) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~4) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~5) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

and reserving unto ASSIGNOR 1% of 8/8ths and subject to 1.8333% overriding royalty interest assigned to Charles H. & Carol H. Hasper, et al, by Assignment of Overriding Royalty dated September 20, 1994, effective as of the 2nd day of July, 1994, as recorded in Book 99 O&G, at Page 104, of the*

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

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

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

Page 1 *of* 1 *of Lease #* 93-00132 *assignment dated* June 30, 2000

*records of Sublette County, Wyoming, and further subject to one-half of one percent (0.5%) overriding royalty interest assigned to The Ensign-Bickford Company, by Assignment of Overriding Royalty Interest dated June 28, 1995, effective as of the 1st day of May, 1995, as recorded in Book 102 O&G, at Page 5, of the records of Sublette County, Wyoming.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of June xx 2000

ASSIGNOR -	Assignee (1) -
SHAMA ZOE LIMITED PARTNERSHIP	AZTEC ENERGY CORPORATION
By - Gilman A. Hill	By - Dan C. Perry President
Gilman A. Hill, General Partner	

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 30th day of June, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 2002

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

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

00 JUL 13 AM 9 33

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 93-00131 Assignment Approval Date - SEP 01 2000

ASSIGNOR, with name and address at, **Shama Zoe Limited Partnership**
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 100 percent **Operating Rights**
(Type Interest: ~~Leasehold~~/Operating Rights/~~Overriding Royalty~~)
interest in this lease, described in particular if less than the total leasehold as: **NE/4 SE/4 Sec. 34, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 40.00 acres, more or less, and this Assignment covers and is effective only as to those depths and zones below the Base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the depth of 7,262 feet in the Cottonwood #32-33 Well, located in the SW NE of Sec. 33-T32N-R111W, Sublette County, Wyoming.....**
For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: **Aztec Energy Corporation**
7801 Broadway, Suite 200
San Antonio, TX 78209

Operating Rights
100 percent interest in the ~~total leasehold~~, or as described in particular above.

280542

RECORDED Sept. 21 20 00 10:40AM
IN BOOK 116 O+G PAGE 166
FEES $ 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

2) ~~ASSIGNEE, with name and address at:~~

~~percent interest in the total leasehold, or as described in particular above.~~

3) ~~ASSIGNEE, with name and address at:~~

~~percent interest in the total leasehold, or as described in particular above.~~

4) ~~ASSIGNEE, with name and address at:~~

~~percent interest in the total leasehold, or as described in particular above.~~

5) ~~ASSIGNEE, with name and address at:~~

~~percent interest in the total leasehold, or as described in particular above.~~

and reserving unto ASSIGNOR, **1% of 8/8ths and subject to 1.8333% overriding royalty interest assigned to Charles H. & Carol M. Hagper, et al, by Assignment of Overriding Royalty dated September 20, 1994, effective as of the 2nd day of July, 1994, as recorded in Book 99 O&G, at Page 104, of the***
This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

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

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

***records of Sublette County, Wyoming, and further subject to one-half of one percent (0.5%) overriding royalty interest assigned to The Ensign-Bickford Company, by Assignment of Overriding Royalty Interest dated June 28, 1995, effective as of the 1st day of May, 1995, as recorded in Book 102 O&G, at Page 5, of the records of Sublette County, Wyoming.**

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of June 2000

ASSIGNOR -	Assignee (1) -
SHAMA ZOE LIMITED PARTNERSHIP	AZTEC ENERGY CORPORATION
By - Gilman A. Hill	By - Don C. Perry
Title: Gilman A. Hill. General Partner	Title: President

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 30th day of June, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 2002

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

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

00 JUL 13 AM 9 33

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 93-00132 **Assignment Approval Date -** SEP 01 2000

ASSIGNOR, with name and address at, Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 100 percent Operating Rights
(Type Interest: ~~Leasehold~~ Operating Rights ~~Overriding Royalty~~)

interest in this lease, described in particular ~~if less than the total leasehold as~~: N/2 Sec. 36, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 320.00 acres, more or less, and this Assignment covers and is effective only as to those depths and zones below the Base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the depth of 7,262 feet in the Cottonwood #32-33 Well, located in the SW NE of Sec. 33-T32N-R111W, Sublette County, Wyoming.

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

1) **ASSIGNEE, with name and address at:** Aztec Energy Corporation
7801 Broadway, Suite 200
San Antonio, TX 78209

100% Operating Rights **percent interest in ~~the total leasehold~~, or as described in particular above.**

280543

RECORDED Sept 21 2000 10:40a M
IN BOOK 116 O+G PAGE 168
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soatz

~~2) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~3) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~4) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

~~5) ASSIGNEE, with name and address at:~~

~~_____ percent interest in the total leasehold, or as described in particular above.~~

and reserving unto ASSIGNOR, 1% of 8/8ths and subject to 1.8333% overriding royalty interest assigned to Charles H. & Carol M. Hasper, et al, by Assignment of Overriding Royalty dated September 20, 1994, effective as of the 2nd day of July, 1994, as recorded in Book 89 O&G at Page 104, of the records of Sublette County, Wyoming, and further subject to one-half of one percent (0.5%) overriding royalty interest assigned to The Ensign-Bickford Company, by Assignment of Overriding Royalty Interest dated June 28, 1995, effective as of the 1st day of May, 1995, as recorded in Book 102 O&G, at Page 5, of the records of Sublette County, Wyoming.

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

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

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

Page 1 *of* 1 *of Lease #* 93-00132 *assignment dated* June 30, 2000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of June 2000

ASSIGNOR -	Assignee (1) -
SHAMA ZOE LIMITED PARTNERSHIP	AZTEC ENERGY CORPORATION
By - Gilman A. Hill	By - Don C. Perry
Gilman A. Hill, General Partner	PRESIDENT

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, then Assignee may surrender or allow said lease to terminate or expire as to all or any part of the lands concerned.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Gilman A. Hill, as General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, this 30th day of June, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 2002

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

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

00 JUL 13 PM 3 33

120

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 AUG 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-139294
Lease Effective Date (Anniversary Date)
September 1, 1996
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 110 West, 6th P.M. Sec. 14: Lots 4 and 5; Bed of the New Fork River riparian to Lots 4 and 5 (see attached Metes and Bounds Description) Containing 72.86 acres, more or less. Located in Sublette County, Wyoming. 280551	100%	100%	None	5.0% of 8/8ths	None

RECORDED Sept. 21 20 00 4:00 PM
IN BOOK 116 O+G PAGE 170
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

Assignment approved effective SEP 01 2000

By /S/ Carmen E. Lovett
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

SEP 05 2000
(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)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by HOWARD O. SHARPE this 8th day of August, 2000.

WITNESS my hand and official seal.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

520221

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 8th day of August, 19 2000

Name of Assignor as shown on current lease Howard O. Sharpe
Please type or print

Assignor Howard O Sharpe
(Signature)
or
Attorney-in-fact _____
(Signature)

9357 S. Prairie View Drive
(Assignor's Address)

Highlands Ranch, Colorado 80126
(City) (State) (Zip Code)

Executed this 8th day of August, 19 2000

Assignee SHAMA ZOE LIMITED PARTNERSHIP
By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General partner
(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 per knowingly and willfully to make to any Department or a of the United States any false, fictitious or fraudulent statements or representations as to any matter within jurisdiction.

Metes and Bounds Description
of Lands in the Bed of the
New Fork River Riparian to
Lot 4, Sec. 14, T. 30 N.,
R. 110 W., Sixth Principal
Meridian, Wyoming

A parcel of land riparian to Lot 4 in Sec. 14, T. 30 N., R. 110 W., Sixth Principal meridian, Wyoming, said parcel being the area lying between the west bank (right bank) of the New Fork River and the medial line of said river, and being more particularly described as follows:

Beginning at the meander corner of sections 11 and 14, T. 30 N., R. 110 W., 6th Principal Meridian, on the right bank of the New Fork River, thence southeasterly, on a line normal to the medial line of the river, 4.24 chs. distance more or less, to the medial line of the river. Thence along the medial line of the river, southerly and southwesterly to a pint opposite the southwest corner of Lot 4; thence northwesterly on a line normal to the medial line of the river, a distance of 5.40 chs. more or less to the southwest corner of Lot 4. Thence along the record meanders of the right bank of the river, upstream in Sec. 14: N. 61° E., 6.50 chs., thence N. 9° E., 24.00 chs. more or less to the meander corner of sections 11 and 14; the point of beginning. All riparian to Lot 4, Sec. 14, T. 30 N., R. 110 W., 6th Principal Meridian, containing 12.10 acres more or less.

Metes and Bounds Description
of Lands in the Bed of the
New Fork River Riparian to
Lot 5, Sec. 14, T. 30 N.,
R. 110 W., Sixth Principal
Meridian, Wyoming

A parcel of land riparian to Lot 5 in Sec. 14, T. 30 N., R. 110 W., Sixth Principal meridian, Wyoming, said parcel being the area lying between the west bank (right bank) of the New Fork River and the medial line of said river, and being more particularly described as follows:

Beginning at the meander corner of sections 14 and 15, T. 30 N., R. 110 W., 6th Principal Meridian, on the right bank of the New Fork River, thence southeasterly, on a line normal to the medial line of the river, 2.35 chs. distance more or less, to the medial line of the river. Thence along the medial line of the river, northeasterly to a point opposite the southeast corner of Lot 5; thence northwesterly on a line normal to the medial line of the river, a distance of 5.40 chs. more or less to the southeast corner of Lot 5. Thence along the record meanders of the right bank of the river, downstream in Sec. 14: S. 61° W., 15.50 chs., thence S. 20° 47 W., 18.21 chs. more or less to the meander corner of sections 14 and 15; the point of beginning. All riparian to Lot 5, Sec. 14, T. 30 N., R. 110 W., 6th Principal Meridian, containing 10.34 acres more or less.

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 AUG 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

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

WO-131388

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
See Exhibit "A" Attached hereto	100%	100%	none	n/a	n/a
It is the intent of this document to convey 100% Operating Rights and an 80% Net Revenue Interest, limited in depth as set out on the attached Exhibit "A", retaining an overriding royalty equal to the difference, if any, between 20% and all existing landowner's royalty, overriding royalties, and other burdens.					

RECORDED Sept. 21 2000 4:00 PM
IN BOOK 116 O+G PAGE 173
FEES $ 12.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

280552

By Cathy Souter

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 SEP 01 2000

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

LAND LAW EXAMINER
(Title)

SEP 01 2000
(Date)

FOR ASSIGNEE

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

In the event Assignee shall at any time desire to surrender any or all of the Subject Leases or allow said leases to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest.

Sparks

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 27 day of July, 19 2000

Name of Transferor: AZTEC ENERGY CORPORATION
Please type or print

Transferor or Attorney-in-fact By: Dan C. Perry
(Signature)

Dan C. Perry, President
(Signature)

7801 Broadway, Ste. 200
(Transferor's Address)

San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 27th day of July, 19 2000

SHAMA ZOE LIMITED PARTNERSHIP

Transferee or Attorney-in-fact By: Gilman A. Hill
(Signature)

Gilman A. Hill, General Partner
(Signature)

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

COLORADO
STATE OF ~~TEXAS~~ §
§
ARAPAHOE
COUNTY OF ~~BEXAR~~ §

The foregoing instrument was acknowledged before me this 27th day of July, 2000, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

11-21-2002

NOTARY PUBLIC, ~~State of Texas~~ State of Colorado

JoAnn Sarver
(Printed Notary Name)

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

Exhibit "A"

to Transfer of Operating Rights (Sublease) in a Lease for Oil and Gas dated July 27, 2000,
from Aztec Energy Corporation to SHAMA ZOE LIMITED PARTNERSHIP

Lessor and Lease Serial Number	Lessee of Record	Lease Eff. Date	Description	No. of acres	Percent of Overriding Royalty Reserved	Percent of Overriding Royalty Previously reserved or conveyed	Lease Recording Information
USA- WYW-131388	Aztec Energy Corporation	2-1-94	T-32-N, R-110-W Sec. 22: NE4, N/2SW, SESW Sec. 23: All Sec. 26: All	1,560.00		7.5% of 8/8	Book 103 Page 538
USA- WYW-131389	Aztec Energy Corporation	2-1-94	T-32-N, R-110-W Sec. 27: E/2, E/2SW/4, SWSW Sec. 29: E/2NE, SE Sec. 33: SENE, SESW Sec. 34: E/2, SW	1,240.00		7.5% of 8/8	Book 103 Page 540

This Assignment covers and is effective only as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SWNE of Section 33, Township 32 North, Range 111 West;
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SENW Section 2, Township 31 North, Range 110 West;
(3) 6,870 feet in the Billy #33-16 well, located in the NWSE of Section 16, Township 31 North, Range 111 West;
(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NWSW of Section 19, Township 30 North, Range 110 West;
(5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31, Township 31 North, Range 109 West; and
(6) 8,686 feet in the Luman #11-25 well, located in the NESW of Section 25, Township 32 North, Range 110 West."

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280564

RECORDED Sept 22 2000 2:30 PM
IN BOOK 116 O&G PAGE 177
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY ENERGY COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	**PERCENT**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**an undivided twenty-five percent (25%)**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**an undivided twenty-five percent (25%)**
Gayle L. Kinnison #3 County Road 199 Pinedale, Wyoming 82941	**an undivided twenty-five percent (25%)**
W. Neil McMurry 1030 Stafford Casper, Wyoming 82609	**an undivided twenty-five percent (25%)**

of a 1% or a 2% (as specified on Exhibit A opposite each lease under the column heading ORR%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

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(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

[redacted] [redacted] [redacted]

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **1st day** of **June, 2000.**

MCMURRY ENERGY COMPANY

By: John W. Robinson
John W. Robinson, Senior Vice President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Robinson, as Senior Vice President of McMurry Energy Company**, a Wyoming corporation, on behalf of said corporation, on this 15th day of September, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette Y. Johnson
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit A
Oil and Gas Leasehold in Sublette County, WY

MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	12	144	6/1/52	New Fork	Township 30 North Range 108 West, 6th P.M.	
							Section 9: SW/4	2
							Section 14: SW/4	2
							Section 10: SW/4	2
							Section 9: SE/4	1
							Section 10: SE/4	1
							Section 15: All	1
WY-051-00011-00	WYW-015316	Fred M. Harrington	11	247	5/1/53	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 4: SW/4	2
							Section 9: NE/4	2
							Township 31 North, Range 108 West, 6th P.M.	
							Section 29: SE/4	1
							Section 32: E/2NE/4	2
							Section 32: E/2SE/4	1
							Section 33: SW/4	1
							Township 30 North, Range 108 West, 6th P.M.	
							Section 4: Lots 3, 4, S/2NW/4, SE/4	1
							Section 9: NW/4	1
							Section 10 NW/4	1
WY-051-00012-00	WYW-016161	Phil D. Helmig	12	43	7/1/52	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 14: NE/4NW/4, S/2NW/4	1
WY-051-00013-00	WYW-016162	Phil D. Helmig	12	36	7/1/52	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 11: SW/4	1
WY-051-00014-00	WYW-018039	Morris Kline	12	226	10/1/52	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 14: NW/4NW/4	1
WY-051-00015-00	WYW-026025	Griselda M. Bennett	12	251	4/1/50	New Fork	Township 31 North, Range 109 West, 6th P.M.	
							Section 23: NE/4	2
							Section 24: W/2SW/4	2
							Section 14: SW/4, S/2NW/4	1
							Section 23: SE/4	1
WY-051-00016-00	WYW-026026	Elizabeth Rawson	12	246	4/1/50	New Fork	Township 31 North, Range 109 West, 6th P.M.	
							Section 11: Lot 1	1
							Section 12: Lot 9 together with all the bed	

MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
							of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12	1
WY-051-00017-00	WYW-06269 ****	Donald B. Anderson	12	113	6/1/51	New Fork	Township 31 North, Range 109 West, 6th P.M.	
							Section 14: NE/4, less & except Pinedale Federal 1-14 wellbore in NE/4NE/4	2
							Section 13: NE/4	2
							Section 13: SW/4	2
							Section 24: NE/4	2
							Section 24: E/2SW/4	2
							Section 25: SW/4, NE/4	2
							Section 13: NW/4, SE/4	1
							Section 14: SE/4	1
							Section 24: NW/4, SE/4	1
							Section 25: NW/4, SE/4	1
WY-051-00018-00	WYW-06270 ****	Donald B. Anderson	12	106	6/1/51	New Fork	Township 31 North, Range 109 West, 6th P.M.	
							Section 2: SW/4, less & except Pinedale Federal 13-2A wellbore in SW/4SW/4	2
							Section 3: Lots 1-2, S/2NE/4, SW/4	2
							Section 2: Lots 3, 4, S/2NW/4, SE/4	1
							Section 3: Lots 3, 4, S/2NW/4, SE/4	1
							Section 10: NE/4, NW/4SE/4	1
							Section 11: N/2NW/4	1
							Section 12: Lots 8, 10, SE/4SW/4	1
WY-015-00020-00	WYW-06286	Donald B. Anderson	12	127	6/1/51	New Fork	Township 32 North, Range 109 West, 6th P.M.	
							Section 34: SW/4	2
							Section 35: SW/4	1
							Section 27: S/2	1
							Section 28: SE/4	1
							Section 33: E/2	1
							Section 34: N/2, SE/4	1
WY-051-00022-00	WYW-131987 ***	Howell Spear	114	710	4/1/94		Township 30 North, Range 107 West, 6th P.M.	
							Section 15: NE/4, SW/4	2
							Section 22: NE/4, SW/4	2

MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
							Section 27: NE/4, SW/4	2
WY-051-00023-00	WYW-133052 ***	McMurry Oil Co.	97	458	8/1/94		Township 30 North, Range 107 West, 6th P.M.	
							Section 17: SW/4	2
							Section 28: NE/4, SW/4	2
							Section 34: NW/4	1
WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	115	102	8/1/90		Township 29 North, Range 107 West, 6th P.M.	
							Section 10: SW/4	2
							Section 15: NE/4, SW/4	2
							Section 21: NE/4, SW/4	2
							Section 22: NE/4, SW/4	2
							Section 23: NE/4, SW/4	2
							Section 27: NE/4, SW/4	2
WY-051-00025-00	WYW-144994	S. J. Jelso	12	184	7/1/51	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2	1
							Section 8: N/2	1
							Township 31 North, Range 108 West, 6th P.M.	
							Section 30: E/2	1
							Section 32: W/2NW/4	2
							Section 32: W/2SW/4	2
WY-051-00026-00	WYW-144996	R. A. Trombley	12	200	7/1/51	New Fork	Township 30 North, Range 108 West, 6th P.M.	
							Section 6: Lots 1, 2, S/2NE/4	2
							Township 31 North, Range 108 West, 6th P.M.	
							Section 29: W/2	1
							Section 31: E/2NE/4	2
							Section 31: E/2SE/4	1
WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	97	457	8/1/94		Township 29 North, Range 107 West, 6th P.M.	
							Section 4: Lots 1, 2, S/2NE/4, SW/4	2
							Section 5: Lots 1, 2, S/2NE/4, SW/4	2
							Section 6: Lots 1, 2, 6, S/2NE/4, SW/4	2
							Section 10: SW/4NW/4	2
							Township 30 North, Range 107 West, 6th P.M.	
							Section 33: NE/4, SW/4	2

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MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
WY-051-00028-00	WYW-144993	Floyd Schroeder	12	151	6/1/51	New Fork	Township 31 North, Range 108 West, 6thP.M.	
							Section 19: Lot 3, E/2SW/4	2
							Section 19: Lot 4	2
							Section 19: Lots 3, 4, E/2SW/4	2
							Section 30: Lots 3, 4, E/2SW/4	2
							Section 30 Lots 1, 2, E/2NW/4	1
							Section 31: Lots 1, 2, 3, 4, E/2W/2	1
WY-051-00030-00	WYW-141755	McMurry Oil Co.	88	744	7/1/92		Township 29 North, Range 107 West, 6th P.M.	
							Section 34: W/2SW/4	2
WY-051-00031-00	ST WY 94-00148	McMurry Oil Co.	96	426	4/2/94		Township 29 North Range 107 West, 6th P.M.	
							Section 16: NE/4, SW/4	2
WY-051-00032-00	ST WY 94-00149	McMurry Oil Co.	96	428	4/2/94		Township 29 North, Range 107 West, 6th P. M.	
							Section 36: All	1
WY-051-00033-00	ST WY 94-00147	McMurry Oil Co.	96	424	4/2/94		Township 29 North, Range 107 West, 6th P.M.	
							Section 13: SW/4SW/4	2
WY-051-00034-00	WYW-118148 ***	R. K. O'Connell	115	23	12/1/89		Township 30 North, Range 107 West, 6th P.M.	
							Section 20: E/2NE/4	2
							Section 29: NE/4, SW/4	2
							Section 30: E/2NE/4	2
							Section 31: Lots 3, 4, E/2SW/4, NE/4	2
							Section 32: NE/4, SW/4	2
WY-051-00040-00	WYW-137342 ***	John Lockridge	115	115	9/1/95		Township 29 North, Range 107 West, 6th P.M.	
							Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2	1
							Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2	1
							Section 3: Lots 1, 2, S/2NE/4, SE/4	1
							Section 10: NE/4, SE/4NW/4	1
WY-051-00045-00	WYW-142261 ***	Snyder Oil Corp.	115	131	8/1/95		Township 29 North, Range 107 West, 6th P.M.	
							Section 7: N/2NE/4	1
							Section 8: NW/4	1

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MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
							Section 9: N/2N/2	1
							Section 10: N/2NW/4	1
WY-060-00001-00	B. Jensen et al ****	Leonard Hay	58	626	7/1/75		Township 31 North, Range 109 West, 6th P.M.	
							Section 10: NE/4SE/4, S/2SE/4	1
							Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4	1
							Section 14: Lots 1, 2, NE/4NW/4	1
							Section 15: Lots 1, 2	1
							All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N, R109W, less and except the wellbores for Jensen #1 in SWNW Sec 11, Jensen #2 in SESE Sec 11 and Jensen #3 in NENW Sec 14, T31N-R109W.	1
							SESE Sec 11 and Jensen #3 in NENW Sec 14, T31N-R109W.	1

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*** This lease was acquired under the terms of that certain Area of Mutual Interest Agreement dated June 1, 1994.

**** Subject to that certain Leasehold Exchange Agreement dated 1/26/99 by and between ST Oil Company, III Exploration and McMurry Oil Company

* Federal Units: New Fork Unit dated 3/30/81, Serial No. WYW-109608X, covers: T30N-R107W -SWNW, NWSW of Section 30; T30N-R108W - Ptns of Secs. 4, 6, 8, 10, 11, 14, 16, 25; All of Secs. 5, 9, 15 T31N-R108W -Ptns of Secs. 19, 29, 23; All of Secs. 30-32; T31N, R109W, Ptns of Secs. 2, 10, 11, 12, 23; All of Secs. 3, 13, 14, 24, 25 T32N, R109W, Ptns of Secs. 27, 28, 33, 35; All of Sec. 34. Said lands comprise the Ft. Union Formation Participating Areas "A" and "B" to which the Unit has contracted.

No. 546826. [redacted] for record August 4, 2000 [redacted] 30 o'clock A.M. Book [redacted] otos
Connie D. Tschetter, County Clerk page 186

ASSIGNMENT OF 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 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,

the following described lands, situate in Sublette County, State of Wyoming, towit:

Township 27 North, Range 114 West, 6th P.M.
Section 12: E ½, E ½ SW ¼, SE ¼ NW ¼
Section 13: W ½, W ½ E ½

Township 27 North, Range 112 West, 6th P.M.
Section 29: That portion of the bed of the Green River that is riparian to Lots 2,3,4,8,10,11,12

the following described lands, situate in Crook County Wyoming, towit:

Township 49 North, Range 67 West, 6th P.M.
Section 5: NE ¼ SE ¼, SE ¼ SE ¼

Township 50 North, Range 67 W, 6th P.M.
Section 29

280592
RECORDED Sept. 25 2000 11:20a M
IN BOOK 116 O+G PAGE 185
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

the following described lands situate in Natrona County, Wyoming towit:

Township 35 North, Range 87 West, 6th P.M.
Section 4: S ½
Section 9: All
Section 15: N ½

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.

Signed this 13th day of July, 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 13th day of July, 2000.

Martha E. Cisneros

NOTARY PUBLIC
MARTHA E. CISNEROS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires June 11, 2001

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Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
Office of State Lands & Investments
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

MAR 0 9 2000

Wyoming Oil & Gas Lease Serial Number 99-00606 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

Michael D. Armstrong
1615 California St., #702
Denver, CO 80202

being the owner of 100.00 % percent Leasehold Interest
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

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

1) ASSIGNEE, with name and address at:

Landco Energy, Inc.
1615 California St., #702
Denver, CO 80202

280600

100.00 percent interest in the total leasehold, or as described in particular above.

RECORDED Sept. 25 20 00 1:20 PM
IN BOOK 110 0+6 PAGE 186
FEES $ 12.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, nothing

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

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

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

Page _____ of _____ of Lease # _____ assignment dated March 1, 2000

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of March, 2000.

ASSIGNOR - Michael D. Armstrong	**Assignee (1) -** Landco Energy, Inc.
By - Michael D. Armstrong	**By -** Lane M. Jungers
Title -	**Title -** President
Attest -	**Attest -** Jessica Sullivan, Secretary
Assignee (2) -	**Assignee (3) -**
By -	**By -**
Title -	**Title -**
Attest -	**Attest -**
Assignee (4) -	**Assignee (5) -**
By -	**By -**
Title -	**Title -**
Attest -	**Attest -**

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

6) The appropriate legal description of the conveyed lands interests must be given, unless the assignment applies to the entire legal description corresponding to the lease number. (If only a portion of the lease is being assigned, that legal description must be given, i.e., the legal description to which all information on the assignment applies.)

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

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

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

00 MAR 9 AM 9 25

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Colorado }
}SS
COUNTY OF Denver }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 2000, personally appeared Michael D. Armstrong to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the 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
02/18/2001

My Commission Expires: _____

Tamera L Wright
Notary Public
Address

TAMERA L. WRIGHT NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

This Exhibit is attached to and made a part of, for recording purposes only, that certain State of Wyoming Board of Land Commissioners Oil & Gas Lease Interest Assignment, dated March 1, 2000, approved March 9, 2000, from Michael D. Armstrong, Assignor, to Landco Energy, Inc., Assignee.

OIL & GAS LEASE INFORMATION

Wyoming Oil & Gas Lease Serial Number:	99-00606
Lease Date:	November 2, 1999
Lessor:	State of Wyoming, acting by and through its Board of Land Commissioners
Lessee:	Michael D. Armstrong
Legal Description:	Township 29 North, Range 106 West, 6th P.M. Section 25: W½NE¼, S½NW¼, NW¼SW¼ Containing 200.00 acres, m/l Sublette County, Wyoming
Recording Data:	Recorded 2/8/2000, at Book 113 O&G, Page 378, Document No. 277214

190

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
Office of State Lands & Investments
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00607 **Assignment Approval Date -** MAR 09 2000

ASSIGNOR, with name and address at, Michael D. Armstrong
1615 California St., #702
Denver, CO 80202

being the owner of 100.00% percent Leasehold Interest
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

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

1) ASSIGNEE, with name and address at: Landco Energy, Inc.
1615 California St., #702
Denver, CO 80202

280601

100.00 percent interest in the total leasehold, or as described in particular above.

RECORDED Sept. 25 2000 1:20 PM
IN BOOK 116 O&G PAGE 190
FEES $ 12.00 M. Lorenz COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, nothing

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

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

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

Page _____ *of* _____ *of Lease #* _____ *assignment dated* March 1, 2000

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of March, 2000.

ASSIGNOR - Michael D. Armstrong	**Assignee (1) -** Landco Energy, Inc.
By - Michael D. Armstrong	**By -** Lane M. Jungers
Title -	**Title -** President
Attest -	**Attest -** Jessica Sullivan, Secretary
Assignee (2) -	**Assignee (3) -**
By -	**By -**
Title -	**Title -**
Attest -	**Attest -**
Assignee (4) -	**Assignee (5) -**
By -	**By -**
Title -	**Title -**
Attest -	**Attest -**

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

6) The appropriate legal description of the conveyed lands interests must be given, unless the assignment applies to the entire legal description corresponding to the lease number. (If only a portion of the lease is being assigned, that legal description must be given, i.e., the legal description to which all information on the assignment applies.)

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

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

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

00 MAR 9 PM 9 25

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Colorado }
}SS
COUNTY OF Denver }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 2000, personally appeared Michael D. Armstrong to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: MY COMMISSION EXPIRES 02/18/2001

Tamera L Wright
Notary Public
Address

TAMERA L. WRIGHT NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

This Exhibit is attached to and made a part of, for recording purposes only, that certain State of Wyoming Board of Land Commissioners Oil & Gas Lease Interest Assignment, dated March 1, 2000, approved March 9, 2000, from Michael D. Armstrong, Assignor, to Landco Energy, Inc., Assignee.

OIL & GAS LEASE INFORMATION

Wyoming Oil & Gas Lease Serial Number:	99-00607
Lease Date:	November 2, 1999
Lessor:	State of Wyoming, acting by and through its Board of Land Commissioners
Lessee:	Michael D. Armstrong
Legal Description:	Township 29 North, Range 106 West, 6th P.M. Section 36: ALL Containing 640.00 acres, m/l Sublette County, Wyoming
Recording Data:	Recorded 2/8/2000, at Book 113 O&G, Page 376, Document No. 277213

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That **PRIMA OIL & GAS COMPANY**, whose address is 1801 Broadway, Suite 500, Denver, CO 80202, hereinafter referred to as **"ASSIGNOR"**, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PLATTE VALLEY MANAGEMENT COMPANY**, whose address is PMB608, 303 16th Street, Suite 016, Denver, CO 80202-5657, hereinafter referred to as **"ASSIGNEE"**, an overriding royalty interest in the amount of Five Percent (5%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases (the "Subject Leases") covering the lands ("the Subject Lands") described on Exhibit "A" attached hereto and by this reference made a part hereof.

It is recognized that, in connection with the production of oil and gas, sometimes sulphur and other minerals are produced in connection and with and as a by-product thereof; and as such other minerals are produced as a by-product of the production of oil, gas and other liquids or gaseous hydrocarbons, then ASSIGNEE's overriding royalty interest should be paid on such minerals so produced.

Said overriding royalty interest herein assigned to ASSIGNEE shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom. ASSIGNEE shall not be required to pay and ASSIGNEE's overriding royalty interest shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market, including, operating, storing, treating or processing oil, gas or other gaseous or liquid hydrocarbons (except compression or transportation of gas from the wellhead to the point of sale when compressed or transported by a third party with which ASSIGNOR, its successors or assigns have no affiliation) nor shall ASSIGNEE's overriding royalty interest bear any costs of any structure or facility used to produce market, treat or transport any substance on which ASSIGNEE's overriding royalty interest is due.

If the Subject Leases cover less than the full and entire undivided mineral estate in the Subject Lands, or ASSIGNOR owns less than the entire leasehold estate, under the Subject Lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This overriding royalty interest and all other terms and conditions of this assignment shall apply to any and all extensions, renewals and substitute leases obtained by ASSIGNEE, its successors or assigns within a period of one (1) year following the expiration of the leases described on Exhibit "A".

This Assignment is expressly made subject to the terms and conditions of the Subject Leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under ASSIGNOR. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed this 13th day of ~~September, 2000, to be effective March 1~~, 2000.

RECORDED Sept. 25, 2000 3:30 PM
IN BOOK 116 OF G PAGE 194
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scafer

PRIMA OIL & GAS COMPANY

G. Walter Lunsford, Attorney-in-Fact

280615

STATE OF COLORADO)
)§
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this the 13th day of September, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

January 14, 2003

NOTARY PUBLIC:

D. Cruickshank
1801 Broadway, Suite 500, Denver, CO 80202

EXHIBIT "A"

Attached to and Made a Part of that Certain Assignment of Overriding Royalty Interest dated September 13, 2000, by and between Prima Oil & Gas Company as Assignor and Platte Valley Management Company as Assignee

Sublette County, Wyoming

285-00002-000	WYW-149733	Prima Oil & Gas Company	Township 27 North, Range 110 West, 6th P. M. Section 32: All	02-01-2000	113	485

195

196

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT Made and entered into September 12, 2000, being effective July 1, 2000, by and between **Eugene J. Wait, Jr.** , whose address is P.O. Box 719, Reno, Nevada 89504 , party of the first part, hereinafter called "Assignor", and **Merrion Oil & Gas Corp., MAP99A-MGD, McLish Petroleum Company, Gasconade Oil Co., Westmeath Corp., Edward M. Warner Revocable Trust, William W. Whitley and Sigmund J. Rosenfeld,** party of the second part, hereinafter called "Assignee".

NOW THEREFORE and in consideration of Ten and more Dollars ($10.00+), the receipt and sufficiency of which is hereby acknowledged Assignor, herein hereby assigns, conveys, sells, transfers, and sets unto Assignee all of his right, title and interest, in and to his overriding royalty interest in and to lands located in Sublette County, Wyoming, being more particularly described as follows:

Federal Oil and Gas Lease #W-102717

Township 29 North, Range 107 West, 6th PM
Section 30: Lots 1, 2, 3, 4, E½, E½W½
Section 31: Lots 1, 2, 3, 4, E½, E½W½

Containing 1,284.80 acres, more or less

The interest assigned herein shall represent an undivided Two percent (2%) of 8/8ths overriding royalty interest, being all of Assignor's right, title and overriding royalty interest owned by "Assignor", being proportionately assigned as follows: .

1.5% of 100% - Merrion Oil& Gas Corp.
610 Reilly Avenue
Farmington, NM 87401

0.175% of 100%-MAP99A-MGD, a Texas Nominee Partnership
C/O Chase Bank
P.O. Box 660197
Dallas, TX 75266-0197
Tax ID 76-0613535

0.09375% of 100%-McLish Petroleum Company
A Colorado Corporation
633 17th Street, Suite 1650
Denver, Colorado 80202

0.09375% of 100% - Gasconade Oil Co.
A Colorado Corporation
633 17th Street, Suite 1650
Denver, CO 80202

0.09375% of 100% - Westmeath Corp.
A Colorado Corporation
1690 N Butler Avenue
Farmington, NM 87401

0.03125% 0f 100% - Edward M. Warner Revocable Trust
Mr. Edward M. Warner, Trustee
1625 Larimer Street, Suite 2005
Denver, Colorado 80202

0.00625% of 100% - William W. Whitley
255 South Milwaukee Street
Denver, Colorado 80209

0.00625% of 100% - Sigmund J. Rosenfeld
225 Dexter Street
Denver, Colorado 80220

Assignor shall convey title herein by, through and under Assignors' ownership, but does not agree to warrant and defend title to the lands conveyed herein. Assignor covenants there are no bankruptcy, reorganization or court proceedings pending and that no lawsuits are being contemplated, and there are no liens or encumbrances of any kind against the Assignor with respect to said properties. Assignor covenants there are no unrecorded agreements which would give a third party a preferential right to purchase the overriding royalty interests conveyed herein.

And for the same consideration the undersigned covenant with the Assignee, its heirs, and assigns that the undersigned is the lawful owner of and has good title to the interest herein assigned. Assignor agrees to execute such further assurance that may be required for complete enjoyment for the rights herein granted.

280620

EXECUTED THIS 13th day of September, 2000.

By: Eugene J. Wait
Eugene J. Wait, Jr.

RECORDED Sept. 25 2000 4:45PM
IN BOOK 116 O+G PAGE 196
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Secker

INDIVIDUAL NOTARY

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

BEFORE ME, the undersigned authority, on this day personally appeared Eugene J. Wait, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of September, 2000.

My commission expires:

Holly W. Longe
Notary Public

HOLLY W. LONGE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-2982-2 - Expires May 16, 2004

C:MYFILES FORMS\[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280623

RECORDED Sept. 26 2000 8:45AM
IN BOOK 1160 OTG PAGE 197
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.00% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 29th day of May, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11-30-2002.

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated May _____, 2000
from Nerd Enterprises, Inc., as Assignor to Mick McMurry, as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	108	663

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated May _____, 2000
from Nerd Enterprises, Inc., as Assignor to Mick McMurry, as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	562

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated May _____, 2000
from Nerd Enterprises, Inc., as Assignor to Mick McMurry, as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

201

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
280624

RECORDED Oct. 26 2020 8:45AM
IN BOOK 116 DG 6 PAGE 202
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
BY Cathy Salter

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**1.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 29th day of May, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00209-00	WYW-111556	George S. Hayman III	81	454	6/1/88	Township 29 North, Range 107 West, 6th P.M. Section 20: SW/4SW/4

204

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280625

RECORDED Sept. 26 2000 8:45AM
IN BOOK 110 OTG PAGE 205
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**3.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

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Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

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With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00032-00	W-138524	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4 Section 8: NW/4, SE/4
WY-010-00217-00	WYW-141885	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 18: Lots 1, 2, SE/4, E/2NW/4

207

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280626

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 Dtg PAGE 208
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**3.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

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Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette Y. Johnson
Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00098-00	WYW-133071	McMurry Oil Co.	97	459	8/1/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lots 1-3, SW/4SW/4, SW/4SE/4 Section 9: ALL
WY-010-00099-00	WYW-133072	McMurry Oil Co.	97	460	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 2: S/2
WY-010-00100-00	WYW-133073	McMurry Oil Co.	97	461	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 34: NE/4, S/2 NW/4
WY-010-00216-00	WYW-141884	McMurry Oil Co.	97	461	7/12/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lots 2, 4, NE/4NE/4, SW/4NE/4, NE/4NW/4, NE/4SW/4, NE/4SE/4, SW/4SE/4

9/6

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280627

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 O+G PAGE 211
FEE $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

KNOW ALL MEN BY THESE PRESENTS:

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ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**3.50% of 8/8ths**

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NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	---	—	8/1/97	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

3/3

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280628

RECORDED Sept. 26 20 00 8:45AM
IN BOOK 116 OF 6 PAGE 214
FEES $ 10.00 IN COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

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Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.5% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-128704	USA	R.K. O'Connell	3/1/93	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1-3 Section 28: M&B BED OF NEW FORK RIV RIPAR Section 28: M&B TO LOTS 1-3 Section 29: M&B BED OF NEW FORK RIV RIPAR Section 29: M&B TO LOTS 3, 4, 7	114 O&G	724

716

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280629

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 Of 6 PAGE 217
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor, and Mick McMurry, aka Neil A. McMurry, as Assignee

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Book	Page	Lease Date	Legal Description
WY-051-00040-00	WYW-137342	John Lockridge	---	---	9/1/95	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4

[redacted]

[redacted]

[redacted]

2/9

220

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280630

RECORDED Sept. 26 20 00 8:45 AM
IN BOOK 116 Pg 6 PAGE 220
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**3.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

NERD ENTERPRISES, INC.

By: _____
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

_____
Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00023-00	WYW-133052	McMurry Oil Co.	97	458	8/1/94	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4

222

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280631

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 OTG PAGE 223
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**3.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick MeMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc., a Wyoming** corporation, on behalf of said corporation, on this **29th** day of **May, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00027-00	WYW-133051	McMurry Oil Co.	97	457	8/1/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, SW/4 Section 10: SW/4NW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4

225

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280632

RECORDED Sept. 26 2000 8:45a.M
IN BOOK 116 OF 65 PAGE 226
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sacken

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**.50% of 8/8ths**

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of **April, 2000**. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 29th day of May, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-124073	USA	C.S. O'Connell	5/1/91	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2NW/4, SE/4 Section 2: Lots 3, 4, S/2NW/4, SE/4	115 O&G	15

228

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280633

RECORDED Sept 26 20 00 8:45AM
IN BOOK 111a 046 PAGE 229
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cathy Sarten

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.5% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette Y. Johnson
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-124073	USA	C.S. O'Connell	5/1/91	Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 35: SE/4	115 O&G	15

231

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280634

RECORDED Sept. 8th, 20 06 2:15 P.M.
IN BOOK 111a 016 PAGE 232
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.5% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-118165	USA	R.K. O'Connell	12/1/89	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SE/4 Section 9: W/2 Township 32 North, Range 109 West, 6th P.M. Section 28: W/2 Section 29: E/2 Section 32: All Section 33: W/2	101 O&G	227

234

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280635

RECORDED Sept. 26 2000 8:45 AM
IN BOOK 116 OAG PAGE 235
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.5% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of April, 2000.

NERD ENTERPRISES, INC.

By: _____
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor and Mick McMurry, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-116265	USA	C.S. O'Connell	6/1/89	Township 32 North, Range 109 West, 6th P.M. Section 25: ALL Section 26: ALL Section 27: NE/4 Section 29: W/2	115 O&G	9

237

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280636

RECORDED Sept. 26 2000 8:45a.M
IN BOOK 116 Otg PAGE 238
FEES $ 10.00 By COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Locke

KNOW ALL MEN BY THESE PRESENTS:

THAT **NERD ENTERPRISES, INC.**, a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Mick McMurry, aka Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	**2.50% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

[redacted] [redacted] [redacted]

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, **2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires: 11-30-2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Nerd Enterprises, Inc., as Assignor, and Mick McMurry, aka Neil A. McMurry, as Assignee

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Book	Page	Lease Date	Legal Description
WY-051-00037-00	WYW-116264	R. K. O'Connell	---	---	6/1/89	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2

240

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

280637

RECORDED Sept. 26 2000 9:45AM
IN BOOK 116 Ot6 PAGE 241
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	0.900053% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.180011% of 8/8ths
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 1401 17th Street, Suite 1200 Denver, Colorado 80202	0.184311% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	1.264375% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas

Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

Warren E. Mayo
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

WARREN E. MAYO NOTARY PUBLIC STATE OF COLORADO

J:\Thompson\McMurry Oil\ORI\WRW-Greene 7ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AND
EDWARD M. WARNER, TRUSTEE AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-122309
Effective Date: November 1, 1990
Recorded: April 20, 1999 in Book 111 of Oil and Gas at Page 73

This assignment affects only:

Township 28 North, Range 108 West, 6th P.M.
Section 32: NW/4, SE/4

containing 320.00 acres, more or less.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	**0.180625% of 8/8ths**

280638

RECORDED Sept. 26 2000 8:45AM
IN BOOK 111a OTG PAGE 245
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucher

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

245

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

THIS instrument is executed this **29th** day of **May, 2000**.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation, 29th day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Fort Collins Consolidated Royalties, Inc., as Assignor and Edward M. Warner, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141881	USA	Kenneth K. Farmer	1/1/93	***SOCO Lands*** Township 28 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	92 O&G	407

347

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280639

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 OG PAGE 248
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**3.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

[redacted] [redacted] [redacted]

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette W. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

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

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00032-00	W-138524	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4 Section 8: NW/4, SE/4
WY-010-00217-00	WYW-141885	Snyder Oil Corporation	115	140	3/4/96	Township 29 North, Range 109 West, 6th P.M. Section 18: Lots 1, 2, SE/4, E/2NW/4

950

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280640

RECORDED Sept. 28 2000 8:45AM
IN BOOK 116 016 PAGE 251
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	PERCENT
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**3.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE W. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette W. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00098-00	WYW-133071	McMurry Oil Co.	97	459	8/1/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4SE/4 Section 9: NW/4, SE/4
WY-010-00099-00	WYW-133072	McMurry Oil Co.	97	460	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 2: SE/4
WY-010-00100-00	WYW-133073	McMurry Oil Co.	97	461	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 34: S/2 NW/4
WY-010-00216-00	WYW-141884	McMurry Oil Co.	97	461	7/12/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lot 2, NE/4NW/4, NE/4SE/4, SW/4SE/4

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
280641

RECORDED Sept. 26 2000 2:45 P.M.
IN BOOK 111a O+G PAGE 254
FEES $ 10.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-010-00209-00	WYW-111556	George S. Hayman III	81	454	6/1/88	Township 29 North, Range 107 West, 6th P.M. Section 20: SW/4SW/4

252

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280642

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 O+G PAGE 257
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By/ Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**2.000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May~~ April 26, 2000
from McMurry Oil Company, as Assignor to John W. Martin as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4	108	663

April 26, 2000

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May _____, 2000~~
from McMurry Oil Company, as Assignor to John W. Martin as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	109	562

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated ~~May~~ April 26, 2000 ~~, 2000~~
from McMurry Oil Company, as Assignor to John W. Martin as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Sublette County, Wyoming		
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280643

RECORDED Sept. 26 2000 8:45AM
IN BOOK 116 046 PAGE 262
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suter

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**3.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	—	—	8/1/97	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

264

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

RECORDED Sept 26 2000 8:45 AM
IN BOOK 116 O16 PAGE 265
FEES $ 10.00 In COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS: 280644

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	PERCENT
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.25% of 8/8ths**
W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 P.O. Box 50790 Casper, Wyoming 82605	**1.25% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of **April, 2000.**

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin and W.N. McMurry Revocable Trust, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-128704	USA	R.K. O'Connell	3/1/93	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1-3 Section 28: M&B BED OF NEW FORK RIV RIPAR Section 28: M&B TO LOTS 1-3 Section 29: M&B BED OF NEW FORK RIV RIPAR Section 29: M&B TO LOTS 3, 4, 7	114 O&G	724

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280645

RECORDED Sept. 96 20 00 1:45 PM
IN BOOK 116 O+G PAGE 468
FEES $ 10.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jaeger

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000**.

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this **26th** day of **April, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public: Lynette Y. Johnson
3707 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002.

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00040-00	WYW-137342	John Lockridge	---	---	9/1/95	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280646

RECORDED Sept 26 2000 8:15a.M
IN BOOK 116 Oto PAGE 271
FEES $ 10.00 IN COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**3.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
3701 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00023-00	WYW-133052	McMurry Oil Co.	97	458	8/1/94	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4

223

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

RECORDED Sept. 26 2000 8:45AM
IN BOOK 111a 0HG PAGE 274
FEES $ 10.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS: 280647

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**3.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no

production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company,** a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

275

Exhibit "A"

Attached to and made apart of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Recording Book	Recording Page	Lease Date	Description
WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	97	457	8/1/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, SW/4 Section 10: SW/4NW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4

376

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280648

RECORDED Sept. 26 2000 8:15AM
IN BOOK 116 OTG PAGE 277
FEES $ 10.00 by COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Cathy Sachs

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**.5000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

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(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 26th day of April, 2000.

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF COLORADO)
)§
COUNTY OF DENVER)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

_____
Notary Public: Lynette Y. Johnson
370 17th St, Ste. 3020
Denver, CO 80202

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin, as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-124073	USA	C.S. O'Connell	5/1/91	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2NW/4, SE/4 Section 2: Lots 3, 4, S/2NW/4, SE/4	115 O&G	15

8279

280

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280649

RECORDED Sept 26 2000 8:45 AM
IN BOOK 116 046 PAGE 280
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sackett

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.25% of 8/8ths**
W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 P.O. Box 50790 Casper, Wyoming 82605	**1.25% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

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(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced

THIS instrument is executed to be effective as of the 26th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company,** a Wyoming corporation, on behalf of said corporation, on this 26th day of **April, 2000.**

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin and W.N. McMurry Revocable Trust, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-124073	USA	C.S. O'Connell	5/1/91	Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 35: SE/4	115 O&G	15

282

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280650

RECORDED Sept. 26 2000 2:45PM
IN BOOK 111 OTG PAGE 283
FEES $10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.25% of 8/8ths**
W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 P.O. Box 50790 Casper, Wyoming 82605	**1.25% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of **April, 2000**.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: Lynette Y. Johnson
3717th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

My Commission Expires 11/30/2002

285

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin and W.N. McMurry Revocable Trust, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-118165	USA	R.K. O'Connell	12/1/89	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SE/4 Section 9: W/2 Township 32 North, Range 109 West, 6th P.M. Section 28: W/2 Section 29: E/2 Section 32: All Section 33: W/2	101 O&G	227

286

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280651

RECORDED Sept. 8th 2000 8:45AM
IN BOOK 116 O+G PAGE 286
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorden

KNOW ALL MEN BY THESE PRESENTS:

THAT **Mick McMurry, aka Neil A. McMurry.**, whose address is 5410 E. 22nd Street, Casper, Wyoming 82609 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	PERCENT
NERD ENTERPRISES, INC. a Wyoming corporation P.O. Box 949 Casper, Wyoming 82602	**.0061875% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the

[redacted] [redacted] [redacted]

Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.** Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

By: _____
Mick McMurry, Individual

STATE OF Wyoming)
)§
COUNTY OF Natrona)

This instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 26 TH day of Apr. 1, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

6 April 2003

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 6, 2003

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between Mick McMurry as Assignor and Nerd Enterprises, Inc. as Assignee.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-118148	USA	R.K. O'Connell	12/1/89	Township 30 North, Range 107 West, 6th P.M. Section 29: NW/4, SE/4 Section 30: SE/4 Section 31: Lots 1, 2, E/2NW/4, SE/4 Section 32: NW/4, SE/4 Section 33: W/2NW/4 Containing 1201.44 acres, more or less Sublette County, Wyoming	115 O&G	23

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280652

RECORDED Sept. 26 2000 8:45 AM
IN BOOK 1110 Ord 6 PAGE 289
FEES $ 10.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sabin

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.25% of 8/8ths**
W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 P.O. Box 50790 Casper, Wyoming 82605	**1.25% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the leases described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced

THIS instrument is executed to be effective as of the 26th day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company,** a Wyoming corporation, on behalf of said corporation, on this 26th day of **April, 2000**

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public: Lynette Y. Johnson
5701 7th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

EXHIBIT "A"
PAGE 1 OF 1

Attached to that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, as Assignor and John W. Martin and W.N. McMurry Revocable Trust, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-116265	USA	C.S. O'Connell	6/1/89	Township 32 North, Range 109 West, 6th P.M. Section 25: ALL Section 26: ALL Section 27: NE/4 Section 29: W/2	115 O&G	9

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

280653

RECORDED Sept. 26 2000 9:45AM
IN BOOK 116 OF 6 PAGE 292
FEES $ 10.00 IN COMPUTER
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sarten

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY OIL COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignee") in the amount shown:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	**1.2500% of 8/8ths**
W. N. MCMURRY REVOCABLE TRUST u/t/a dated May 19, 1993 P. O. Box 50790 Casper, Wyoming 82605	**1.2500% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

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length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the **26th** day of **April, 2000.**

MCMURRY OIL COMPANY

By: _____
John W. Martin, President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 26th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public: Lynette Y. Johnson
370 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between McMurry Oil Company, Inc., as Assignor, and John W. Martin et al, as Assignee

Sublette County, Wyoming

MOC Lease No.	Name/Serial No.	Lessee	Book	Page	Lease Date	Legal Description
WY-051-00037-00	WYW-116264	R. K. O'Connell	---	---	6/1/89	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 JUN 19 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.	**WYW-138659**
Lease Effective Date (Anniversary Date)	**April 1, 1996**
New Lease Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Winona Oil Company**
   Street **1700 Broadway, Suite 1219**
   City, State, ZIP Code **Denver, Colorado 80290-1295**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 110 West, 6th P.M. Section 32: N/2NW, SENW, SWSW, SE Sublette County, Wyoming Containing 320.00 acres	100.00%	100.00%	0.00%	0.00%	0.00%

280677
RECORDED Sept. 27 2000 1:20PM
IN BOOK 116 046 PAGE 295
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

Assignment approved effective JUL 0 1 2000

☐ Assignment approved for attached land description

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

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title) JUL 14 2000 (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

STATE OF COLORADO)
COUNTY OF DENVER)

On the 18th day of May, 2000, personally appeared before me Jas. O. Breene, signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 18th day of May, 2000.

My Commission Expires:
September 30, 2000

Gary T. Potter - Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did depose that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

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

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

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

Executed this 18th day of May, 19 2000

Name of Assignor Jas. O. Breene, Jr.
Please type or print

Assignor Jas. O. Breene
(Signature)

Attorney-in-fact
(Signature)

1700 Broadway, Suite 1219
(Assignor's Address)

Denver (City) Colorado (State) 80290-1295 (Zip Code)

Executed this 18th day of May, 19 2000

Winona Oil Company

Assignee Jas. O. Breene
(Signature) President

Attorney-in-fact
(Signature)

Attest: Julie Breene
Secretary/Treasurer

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

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

*U.S. GPO 1997: 573-004/41047

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-138659

Lease Effective Date
(Anniversary Date)
April 1, 1996

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Tom Brown Inc.**
Street **555 17th Street, Suite 1850**
City, State, ZIP Code **Denver, Colorado 80202-3918**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 110 West, 6th P.M. Section 32: N/2NW, SENW, SWSW, SE Sublette County, Wyoming Containing 320.00 acres	100.00%	100.00%	0.00%	5.00%	0.00%

280678

RECORDED Sept. 27 2000 1:20PM
IN BOOK 116 O+G PAGE 297
FEES $10.00 Myra Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

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 assignement holds legal or equitable title to this lease.

[X] Assignment approved for above described lands;

Assignment approved effective JUL 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
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor, and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, Assignee shall not be liable, in damages or otherwise, for failure to give such notice due to clerical error, mistake or oversight except liability not to exceed the amount that was paid for this Assignment. Clerical error shall include, but not be limited to, reinstatement of a federal oil and gas lease pursuant to the Code of Federal Regulations, Title 43, Subsection 3108.2.2. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 18th day of May, 19 2000

Name of Assignor: Winona Oil Company
Please type or print

Assignor: [signature]
Attest: [signature]

Attorney-in-fact: [signature] Secretary/Treasurer
(Signature)

(Assignor's Address) 1700 Broadway, Suite 1219
Denver (City) Colorado (State) 80290-1295 (Zip Code)

Executed this 24th day of May, 19 2000

Tom Brown, Inc.

Assignee: [signature]
(Signature)
Rodney G. Mellott
Vice President Land

Attest: [signature]
Bruce R. DeBoer, 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 Bueget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503.

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

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of Tom Brown, Inc. on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

(Seal)

Patricia Ann Jones
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

300

98

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware Corporation, with an office in the Security Life Building, Denver, Colorado 80202, hereinafter referred to as "Pan American", hereby does bargain, sell, transfer and convey unto BELCO PETROLEUM CORPORATION, a Delaware Corporation, 630 Third Avenue, New York, New York 10017, hereinafter referred to as "Belco", all of its right, title and interest transferred and conveyed by Belco to Pan American by that certain Transfer of Operating Rights instrument dated February 14, 1961, recorded in Book 30 Oil & Gas, page 626 of the realty records of Sublette County, Wyoming, in and to the following described oil and gas lease, to wit:

Serial No.:	W-020123
Lessor:	United States of America
Original Lessee:	Helen V. Smith
Date:	April 1, 1953
Filed and Recorded:	Book 21, Page 509, Sublette County, Wyoming

insofar as said lease covers the following described lands in Sublette County, State of Wyoming, to wit:

Township 27 North, Range 112 West, 6th P.M.
Section 8: W/2

it being understood and agreed that the rights and interests transferred and conveyed hereby cover only all formations from the surface down to and including the bottom of the Mesaverde formation under said lands.

This transfer and conveyance is made without warranty of title, either express or implied.

280710

RECORDED October 2 2000 8:45 AM
IN BOOK 116 046 PAGE 300
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sexton

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this instrument is executed this [redacted] day of [redacted], 1967, and shall be effective as to the parties hereto, their successors and assigns, as of [redacted] O'Clock, A.M., [redacted], 1967.

APPROVED

PAN AMERICAN PETROLEUM CORPORATION

POWER OF ATTORNEY AUTHORIZING THE ATTORNEY IN FACT TO EXECUTE THIS INSTRUMENT IS ON FILE UNDER SERIAL NUMBER CHEYENNE 055136-D AND IS STILL IN EFFECT.

By _____
Its Attorney in Fact

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

The foregoing instrument was acknowledged before me by [redacted], as Attorney in Fact for PAN AMERICAN PETROLEUM CORPORATION, this [redacted] day of [redacted], 1967.

WITNESS my hand and official seal.

NOTARY PUBLIC COLORADO

My Commission expires:

My Commission expires Jan. 19, 1971

_____
Notary Public

SECURITY LIFE BUILDING
DENVER, COLORADO -- 80202

VC14:mb(2)1/3/57

REQUEST FOR APPROVAL OF ASSIGNMENT of Operating Rights

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)*

Delaware Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. **W-01332**

2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of **March**, 19 **67**

ATTEST:

Asst. Secretary

BELCO PETROLEUM CORPORATION

Vice President (Assignee's Signature)

(Address)

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 29th day of August, 2000, by and between

Robert Mack Smith, a married man dealing in his sole and separate property

whose post office address is P.O. Box 156, Big Piney, Wyoming 83113, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

280712

RECORDED Oct. 2, 2000 10:40 A M
IN BOOK 116 O+G PAGE 303
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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

and containing 480.00 acres, more or less. THREE(3)

1. It is agreed that this lease shall remain in force for a term of (10) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

x Robert M Smith
Robert Mack Smith, a married man dealing in his sole and separate property

SS# 520-42-4896

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 12 day of September 19~~9~~ 2000, before me personally appeared

Robert Mack Smith, a married man dealing in his sole and separate property

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

Windy L. Springman - Notary Public
County of Sublette State of Wyoming
My Commission Expires 05/04/2002

Windy L. Springman
Notary Public

My commission expires:
5/4/02

Residing at Big Piney, WY

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

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

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated August 29th, 2000 by and between Robert Mack Smith, a married man dealing in his sole and separate property, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 11: SW¼
Section 14: N½NW¼, SW¼NW¼
Section 15: SE¼NE¼, E½NW¼, NW¼NW¼, SW¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is Fifteen (15%).

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith.

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

LESSORS:

x Robert Mack Smith
Robert Mack Smith, a married man dealing
In his sole and separate property

306

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of August, 19 2000 by and between

Clara Y. Legg, a widow

whose post office address is P.O. Box 4203, Marbleton, Wyoming 83113, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

280713

RECORDED Oct. 2 2000 10:40AM
IN BOOK 111e O-6 PAGE 301a
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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

and containing 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Clara Y. Legg
Clara Y. Legg, a widow
SS#

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

On this 7th day of September 19 2000, before me personally appeared

Clara Y. Legg, a widow

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

Notary Public

My commission expires:
12/12/2002

Residing at Pinedale, Wy

ALICE L. GRIGGS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 12/12/2002

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

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

Notary Public

My commission expires:

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

Notary Public

My commission expires:

Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated August 29th, 2000 by and between Clara Y. Legg, a widow, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 11: SW¼
Section 14: N½NW¼, SW¼NW¼
Section 15: SE¼NE¼, E½NW¼, NW¼NW¼, SW¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is Fifteen (15%).

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith.

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

LESSORS:

X Clara Y. Legg
Clara Y. Legg, a widow

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of August, XX2000 by and between

Kent Profit, a widower

whose post office address is HCR 3000, Big Piney, Wyoming 83113, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

280714

RECORDED Oct. 2 2000 10:40a M
IN BOOK 1110 OTG PAGE 309
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Sexton

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

and containing 480.00 acres, more or less. THREE(3)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Kent Profit
Kent Profit, a widower

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ~~Idaho~~ Wyoming }
COUNTY OF Sublette } ss.

On this 21st day of September 2000, before me personally appeared

Kent Profit, a widower

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

Amber Hammer
Notary Public

My commission expires: NOV. 08, 2003

Residing at Marbleton, WY

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

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

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

of .....

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

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated August 29th, 2000 by and between Kent Profit, a widower, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 11: SW¼
Section 14: N½NW¼, SW¼NW¼
Section 15: SE¼NE¼, E½NW¼, NW¼NW¼, SW¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is Fifteen (15%).

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith.

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

LESSORS:

x _____
Kent Profit, a widower

LEASE NO.: 00_00389

PARCEL NO.: 582

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 All **Section 16, Twp. 35 N., Rg. 111 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Munsford, Attorney-in-Fact
Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280744

RECORDED Oct. 3, 2000 1:50pM
IN BOOK 116 O+G PAGE 312
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sexton

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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

[redacted] [redacted] [redacted]

LEASE NO.: 00-00350

PARCEL NO.: 583

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

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. 35 N., Rg. 111 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip:80202

Telephone No. 303-297-[illegible]300

280745

RECORDED Oct. 3, 2000 1:50 PM

IN BOOK 116 O&G PAGE 315

FEES $ 10.00 _____ COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Locke

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.

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(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.

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Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

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(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

LEASE NO.: 00_00391

PARCEL NO.: 584

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

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. 36 N., Rg. 111 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280746

RECORDED Oct. 3 20 00 1:50pm

IN BOOK 116 O+G PAGE 318

FEES $ 10.00 _____ COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy

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.

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(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.

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(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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

LEASE NO. 00-00392

PARCEL NO.: 585

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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Prima Oil and Gas Co.

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640.00 All — **Section 36, Twp. 37 N., Rg. 111 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280747

RECORDED Oct. 3 2000 1:50 PM

IN BOOK 116 O+G PAGE 321

FEES $ 10.00 _____ COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Foster

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

LEASE NO.: 00_00393

PARCEL NO.: 586

FUND: C.S.

Form Approved by the Board
and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 All **Section 16, Twp. 35 N., Rg. 112 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Dunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280748

RECORDED Oct. 3 2000 1:50 PM
IN BOOK 116 OG PAGE 324
FEES $10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweet

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.

00 JUL 31 AM 10 59

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

[redacted] [redacted] [redacted]

LEASE NO.: 00_00394

PARCEL NO.: 587

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 All **Section 16, Twp. 35 N., Rg. 113 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 July, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280749

RECORDED Oct. 3, 2000 1:50pm
IN BOOK 116 OTG PAGE 327
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By/Cathy Sublett

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

LEASE NO. 00_00395

PARCEL NO.: 588

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

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. 36 N., Rg. 113 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 July ,2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____
Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact
Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

280750

RECORDED Oct. 3 2000 1:50PM
IN BOOK 116 O+G PAGE 330
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zacke

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 workman and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(a)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 28th day of July, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

August 31, 2000

KAREN A. ARMBRUST
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/31/2000

NOTARY PUBLIC

Karen A. Armbrust
1801 Broadway, Suite 500, Denver, CO 80202

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 EOG RESOURCES, INC. of P. O. Box 4362, Houston, TX 77210-4362, 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 EOG 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:	Tharon M. Greenwood, et al
Lessee:	Contex Energy Company
Dated:	August 6, 2000
Recorded:	Book 116, Page 12 In the records of Sublette County, Wyoming
Covering:	<u>TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M.</u> Section 20: S2SE Section 21: SWSW, E2SW, SE Section 22: W2SW Section 27: W2NW, SW, W2SE, SESE Section 28: All Section 29: NE, S2 Section 30: Lots 3, 4, E2SW, N2SE Section 32: N2N2 Section 33: N2N2 Section 34: NWNE <u>TOWNSHIP 32 NORTH, RANGE 114 WEST, 6th P.M.</u> Section 14: NENE containing 2,557.24 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, 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 27 day of September, 2000.

280783

RECORDED Oct. 5 2000 8:30AM
IN BOOK 116 O&G PAGE 333
FEES $6.00 M. L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 27 day of September, 2000.

My Commission Expires: July 13, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

0076207-001

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 29th day of August, 2000, by and between

Darlene J. Smith, a widow

whose post office address is 3229 Morrison Court, Cheyenne, Wyoming 82001, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

280826

RECORDED Oct. 16, 2000 4:15pM
IN BOOK 116 O+G PAGE 334
FEES $ 10.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Yates

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

and containing 480.00 acres, more or less. THREE (3)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Darlene J. Smith
Darlene J. Smith, a widow
SS# 506-28-7412

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ....WYOMING.....}
COUNTY OF...Laramie.....} ss.

On this ....15..... day of ..September..... 19 . 2000 . . . , before me personally appeared

....Darlane J. Smith, a widow.....

.....

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

COUNTY OF LARAMIE STATE OF WYOMING

My commission expires 12-7-03

.....

.....Kimberly A. Nelson.....
Notary Public

Residing at ...Cheyenne Wyoming...

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

.....

.....

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

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated August 29th, 2000 by and between Darlene J. Smith, a widow, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 11: SW¼
Section 14: N½NW¼, SW¼NW¼
Section 15: SE¼NE¼, E½NW¼, NW¼NW¼, SW¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is Fifteen (15%).

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith.

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

LESSORS:

X _____
Darlene J. Smith, a widow

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

280838

RECORDED Oct. 9 20 00 10:55 AM
IN BOOK 110 OTG PAGE 337
FEES $62.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

CONVEYANCE

Bristol Resources Corporation, Bristol Resources 1994 Acquisition, L.P. and Bristol Resources Production Company, L.L.C., as Debtors-in-Possession in jointly administered Case No. 00-21156-C-11 (herein collectively called **"Grantors"**) pending in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division (the "Bankruptcy Court"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Chaparral Oil, L.L.C. an undivided 2.955% and unto CEI Bristol Acquisition, L.P. (herein jointly called **"Grantees"**) an undivided 97.045% of the following described properties, rights and interests:

(a) All right, title and interest of Grantors in and to the mineral interests, royalty interests, overriding royalty interests and oil, gas and/or mineral leases covering the wells and/or lands described on **Exhibit A** hereto (and any ratifications and/or amendments to such leases, whether or not such ratifications or amendments are described on **Exhibit A**) insofar as such leases (and such ratifications and amendments) cover the lands and depths described on Exhibit A;

(b) All rights, titles and interests of Grantors in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) relating to the properties described in subsection (a) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsection (a) above; and

(c) All rights, titles and interests of Grantors in and to all presently existing and valid production sales contracts, operating agreements, transportation agreements, processing agreements, marketing agreements, surface use agreements or other agreements and contracts (including to the extent assignable any licenses relating to seismic data or the rights to acquire such licenses or data) which relate to any of the properties described in subsections (a) and (b) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsections (a) and (b) above;

(d) All rights, titles and interests of Grantors in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including, but not by way of limitation, all wells, wellhead equipment, pumping units, flowlines, tanks, buildings,

injection facilities, saltwater disposal facilities, compression facilities, gathering systems (including, without limitation, the Colorado Gas Gathering System, the Morales Gas System and the Tocito Dome Gathering System), and other equipment) located on the properties described in subsections (a) and (b) above and used in connection with the exploration, development, operation, gathering, transportation or maintenance thereof (or with respect to production therefrom), and in and to all permits, licenses, rights of way, easements, and other rights of surface use used in connection with the exploration, development, operation, gathering, transportation or maintenance of the properties described in subsections (a), (b) and (c) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsections (a), (b) and (c) above; and

(e) To the extent transferable, all representations, warranties and indemnities made by third parties in favor of Grantors with respect to the properties described in subsections (a) through (d) above.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d) and (e) exclusive of the properties, rights and interests excluded below, are herein sometimes collectively called the **"Properties."** Except for gas imbalances, the Properties do not include, and there are hereby expressly excepted and excluded therefrom and reserved to Grantors all rights and choses in action, arising, occurring or existing in favor of any Grantor prior to the Effective Date or arising out of the operation of or production from the Properties prior to the Effective Date, including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, claims arising under Chapter 5 of Title 11 of the U.S. Code, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of any Grantor and relating and accruing to any time period prior to the Effective Date (the "Retained Rights"). All costs and expenses incurred in connection with the Retained Rights shall be the responsibility of Grantors.

TO HAVE AND TO HOLD the Properties unto Grantees, their successors and assigns, forever.

This Conveyance is made without representation or warranty of any kind (including, without limitation, any warranty of title), all representations and warranties being expressly disclaimed.

Grantors intend, through this Agreement, to sell to Grantees (and Grantees intend to purchase from Grantors) all right, title and interest of Grantors in Grantors' exploration and production assets of the kind and character described in subparagraphs (a) through (e) above (other than the Retained Rights), to the extent the same relate to the lands, leases, wells and units set forth in **Exhibit A**, whether or not the decimal interests, wells, leases or lands are fully or accurately described in **Exhibit A**.

Grantors agree that they shall execute and deliver, and shall otherwise cause to be executed and delivered, from time to time, such further instruments, notices, division orders, transfer orders and other documents, and to do such other and further acts and things, as may be

reasonably necessary to more fully and effectively grant, convey and assign the Properties to Grantees.

This Conveyance is made subject to certain representations of the parties and certain indemnities and assumption obligations of Grantees and in favor of Grantors and other terms and provisions contained in an Agreement of Purchase and Sale dated as of September 1, 2000 (the "Sale Agreement").

The Sale Agreement was approved by the Bankruptcy Court pursuant to an Order Approving Sale of Substantially All of Debtors' Oil & Gas Properties Free and Clear of All Claims, Liens, Interests and Encumbrances dated September 15, 2000 and entered September 18, 2000 (the "Sale Order"). A full and complete copy of the Sale Order is attached hereto as **Exhibit B**. As used in the Sale Order, the term Debtors has the same meaning as Grantors herein and the term Buyer has the same meaning as Grantees herein. Further, as used in the Sale Order, the term Effective Date means 7:00 a.m., local time, at the location of the Properties, respectively, on July 1, 2000, and the term Closing refers to the date of execution of this Conveyance.

IN WITNESS WHEREOF this Conveyance has been executed on September 26, 2000 effective as to runs of oil and deliveries of gas and for all other purposes as of 7:00 a.m. local time at the locations of the Properties, respectively, on July 1, 2000.

PLEASE RETURN TO:

Chaparral Oil, L.L.C.
701 Cedar Lake Blvd.
Oklahoma City, Oklahoma 73114

"GRANTORS"

as Debtors-in-Possession in jointly administered in Case No. 00-21156-C-11 pending in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division

BRISTOL RESOURCES CORPORATION

By: H Malcolm Lovett Jr
Name: H. Marcolm Lovett Jr
Title: President

BRISTOL RESOURCES PRODUCTION COMPANY, L.L.C.
by its Managing Member,
Bristol Resources Corporation

By: _____
Name: H. Malcolm Lovett Jr
Title: President

BRISTOL RESOURCES 1994 ACQUISITION LIMITED PARTNERSHIP
By its General Partner,
Bristol Resources Corporation

By: _____
Name: H. Malcolm Lovett Jr
Title: President

"GRANTEES"

CHAPARRAL OIL, L.L.C.

By: _____
Name: Mark A. Fischer
Title: Manager

CEI BRISTOL ACQUISITION, L.P.
By its General Partner,
Chaparral Oil, L.L.C.

By: _____
Name: Mark A. Fischer
Title: Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

26th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name 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 Bristol Resources Corporation, for the uses and purposes therein set forth.

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

Sharon B. Johndrow
Notary Public

My Commission Expires:

Notary Public Oklahoma
OFFICIAL SEAL
SHARON B. JOHNDROW
Tulsa County
Commission Expires 10-30-2003

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

26th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument as President of Bristol Resources Corporation, 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 as the Managing Member of Bristol Resources Production Company, L.L.C., for the uses and purposes therein set forth.

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

Sharon B. Johndrow
Notary Public

My Commission Expires:

Notary Public Oklahoma
OFFICIAL SEAL
SHARON B. JOHNDROW
Tulsa County
Commission Expires 10-30-2003

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument as President of Bristol Resources Corporation, 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 as the General Partner of Bristol Resources 1994 Acquisition Limited Partnership for the uses and purposes therein set forth.

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

Sharon B. Johndrow
Notary Public

My Commission Expires:

Notary Public Oklahoma
OFFICIAL SEAL
SHARON B. JOHNDROW
Tulsa County
Commission Expires 10-30-2003

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14 day of September, 2000, personally appeared Mark A. Fischer, to me known to be the identical person who subscribed his name to the foregoing instrument as Manager of Chaparral Oil, L.L.C., 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 limited liability company for the uses and purposes therein set forth.

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

Lynnette Woodson
Notary Public

My Commission Expires:

April 20, 2003

PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14 day of September, 2000, personally appeared Mark A. Fischer, to me known to be the identical person who subscribed his name to the foregoing instrument as Manager of Chaparral Oil, L.L.C., 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 limited liability company in its capacity as General Partner of CEI Bristol Acquisition, L.P. for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

June 10, 2003

EXHIBIT A

Property Name	County	State	Sec	Twnshp Svy (TX)	Rnge Blk/Abs (TX)
HANSON FEDERAL #20-1	SUBLETTE	WY	01	27N	112W
FEDERAL #1-10	SUBLETTE	WY	01	27N	112W

EXHIBIT "A"-2

LEASE # / TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
STATE : WY					
COUNT : SUBLETTE					
121033	USA W-54914	RAINBOW RESOURCES, INC	6/1/76	O/G	BK 54 PG 368
WY5302	BIRD CANYON				
01	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0023				
	SW/4				
121034	USA W-61473	RAINBOW RESOURCES, INC	1/1/78	O/G	
WY5302	BIRD CANYON				
01	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0023				
	S/2 SE/4				
WY5302	BIRD CANYON				
02	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0024				
	SE/4 NW/4, E/2SW/4				
121035	USA W-58384	R W ROBBINS	4/1/77	O/G	BK 54 PG 566
WY5302	BIRD CANYON				
01	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0023				
	N/2SE/4				
WY5302	BIRD CANYON				BK 54 PG 566
02	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0023				
	NE/4				BK 54 PG 566
121036	USA W-67178	PHYLLIS HANSON	4/1/79	O/G	
Hanson Federal #20-1 WY5302	BIRD CANYON				
01	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0001				
	LOTS 3 (40.12), 4 (40.18), S/2NW/4				
Federal #1-10 WY5302	BIRD CANYON				
02	Twp / Ar / Ral: 027N Rng / Blk: 112W Sec / Abs / Sec: 0001				
	LOTS 1 (40.02), 4 (40.04), S/2NE/4				

EXHIBIT B

United States Bankruptcy Court
Southern District of Texas
ENTERED
SEP 18 2000
Michael N. Milby, Clerk of Court

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN RE:	§	
	§	
BRISTOL RESOURCES 1994 ACQUISITION LIMITED PARTNERSHIP	§	Case No. 00-21156-C-11
	§	
BRISTOL RESOURCES CORPORATION	§	Case No. 00-21157-C-11
	§	
BRISTOL RESOURCES PRODUCTION COMPANY, L.L.C.	§	Case No. 00-21169-C-11
	§	
	§	JOINTLY ADMINISTERED DEBTORS UNDER CASE NO. 00-21156-C-11

Nunc Pro Tunc

ORDER APPROVING:

(I) SALE OF SUBSTANTIALLY ALL OF DEBTORS' OIL & GAS PROPERTIES FREE AND CLEAR OF ALL CLAIMS, LIENS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, SUBJECT TO THE TERMS OF A PURCHASE AND SALE AGREEMENT;

(II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND RULE 6006 OF THE BANKRUPTCY RULES AND FIXING CURE AMOUNTS THEREUNDER; AND

(III) REJECTION OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND RULE 6006 OF THE BANKRUPTCY RULES AND ESTABLISHING A BAR DATE FOR THE FILING OF CLAIMS FOR REJECTION DAMAGES ARISING FROM THE REJECTION OF SUCH CONTRACTS

The Court has considered the motion of Bristol Resources Corporation ("Bristol Corp."), Bristol Resources 1994 Acquisition Limited Partnership ("Bristol L.P.") and Bristol Resources Production Company, L.L.C. ("Bristol L.L.C.") (collectively, the "Debtors") seeking entry of an order (i) authorizing the Debtors to sell substantially all of their oil and gas properties free and clear of liens, claims, interests and encumbrances to Chaparral Oil, L.L.C. and CEI Bristol Acquisition, L.P. (collectively, "Buyer"), subject to the terms of a purchase and sale agreement;

TRUE COPY I CERTIFY
ATTEST:
MICHAEL N. MILBY, Clerk of Court
By _____ Deputy Clerk

(ii) approving the assumption and assignment of certain executory contracts and fixing the cure amounts thereunder, and (iii) approving the rejection of certain executory contracts and establishing a bar date for filing claims for rejection damages arising thereunder (the "Sale Motion"); and it appearing that good and sufficient notice has been given; and after due deliberation and sufficient cause appearing, the Court enters the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW[1]

1. This matter having come before the Court on the Sale Motion of the Debtors for inter alia, entry of an order under 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (the "Sale Order") authorizing (i) the Debtors' sale (the "Sale") of substantially all of their assets (the "Assets"), free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, claims, judgments, demands, easements, charges, encumbrances, defects, security interests, options, rights of first refusal and restrictions of all kind (collectively, "Interests") and (ii) the Debtors' assumption and assignment of certain executory contracts and unexpired leases free and clear of all Interests.

2. The Court entered an order on September 1, 2000 (the "Procedures Order") approving (i) the proposed bidding procedures, (ii) the proposed bidding protections and (iii) the form and manner of notice of the Sale Hearing.

3. This Court has jurisdiction to consider the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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[1]Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed s findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

4. Notice of the Sale Motion, the Sale Hearing thereon, and the assumption and assignment of the Assigned Contracts is sufficient and proper and complies with all applicable provisions and requirements of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rules of Bankruptcy Procedure, and the Local Rules of Bankruptcy Procedure, and (i) has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, 9014 and 9019 and in compliance with the Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion or Sale Hearing, or the assumption and assignment of the Assigned Contracts is or shall be required.

5. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Procedures Order.

6. Each Debtor (i) has full corporate power and authority to execute the Sale Agreement and all other documents contemplated thereby, and the sale of the Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Sale Agreement, (iii) has taken all corporate action necessary to authorize and approve the Sale Agreement and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Sale Agreement, are required for the Debtors to consummate such transactions.

7. On April 18, 2000, Wells Fargo Bank (Texas), N.A. ("Wells") and CIBC, Inc. ("CIBC") filed involuntary petitions under Chapter 11 of the Bankruptcy Code against Bristol L.P.

and Bristol Corp. On April 18, 2000, Bank One, Texas, N.A. ("Bank One") filed an involuntary petition under Chapter 11 of the Bankruptcy Code against Bristol L.L.C.

8. On May 1, 2000 each of the Debtors filed answers consenting to the entry of orders for relief against each Debtor. On May 4, 2000, the Court entered orders for relief against each of the Debtors. The United States Trustee subsequently appointed the Official Committee of Unsecured Creditors (the "Creditors' Committee") in the Debtors' bankruptcy cases pursuant to §§ 1102(a) and 1102(b) of the Bankruptcy Code.

9. The Debtors remain in possession of their assets and continue to manage their property as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. ~~No request has been made for the appointment of a trustee or examiner in these cases.~~ RSS

25 Sept 00 Nunc pro tunc

10. The Debtors are in the business of owning oil and gas properties. Bristol Corp. also operates oil and gas properties for its own account, Bristol L.P., Bristol L.L.C. and others.

11. Wells and CIBC claim they hold valid, enforceable, and allowable claims against Bristol L.P. and Bristol Corp., as defined in § 101 of the Bankruptcy Code, as of April 18, 2000 in an aggregate amount equal to at least $37,613,850.80 in unpaid principal plus accrued but unpaid interest, fees and other obligations (the "Wells Pre-Petition Indebtedness"). Wells and CIBC claim that substantially all of the oil and gas properties of Bristol L.P. secure repayment of the Wells Pre-Petition Indebtedness.

12. Bank One claims it holds valid, enforceable, and allowable claims against Bristol L.L.C., as defined in § 101 of the Bankruptcy Code, as of April 18, 2000, in an aggregate amount equal to approximately $23,500,000.00 in unpaid principal plus accrued but unpaid interest, fees and other obligations (the "Bank One Pre-Petition Indebtedness"). Bank One claims that substantially all of the oil and gas properties of Bristol L.L.C. secure repayment of the Bank One Pre-Petition Indebtedness.

13. On June 9, 2000, the Debtors reopened its data room at the offices Lee Keeling and Associates, Inc. ("Keeling"), in Tulsa, Oklahoma, its Court retained petroleum consultants under the direction of John Houser, Vice President of Engineering at Bristol Corp. The Debtors' properties have been re-marketed, the Debtors' reserve reports have been updated by Keeling and offers have been considered from all potential buyers who have submitted offers as of the date of the Sale Hearing.

14. The Debtors continued their marketing efforts by, among other things, (a) contacting potential buyers including certain buyers identified pre-petition by Petrie, Parkman & Co. ("Petrie"), (b) distributing further information to qualified prospective buyers who contacted the Debtors on request whether or not previously identified pre-petition by Petrie, (c) contacting other qualified prospective buyers, (d) overseeing and assisting with due diligence investigations, and (e) re-establishing the data room for the Debtors' properties for due diligence and continued to do so until this Court approved the sale of the Debtors' assets.

15. The Debtors received offers prior to September 1, 2000 from numerous bidders for either some or all of the Debtors' properties, including an offer from Chaparral Oil, L.L.C. and CEI Bristol Acquisition, L.P. (collectively, "Chaparral). After a process of analyzing the various offers, the Debtors, determined that Chaparral's offer as of September 1, 2000, constituted the best offer for the Debtors' oil and gas properties, contained the most favorable terms, and provided the greatest likelihood of being consummated. The Buyer's offer is memorialized in the Agreement of Purchase and Sale dated as of September 1, 2000 among the Debtors and Buyer (the "Sale Agreement").

16. The Sale Agreement provides for the Debtors to sell and transfer substantially all of their oil and gas properties (more particularly set forth at Exhibit A of the Sale Agreement) and certain other assets including the Assigned Contracts (as hereafter defined) (collectively, the "Properties") to Buyer free and clear of all liens, claims and encumbrances pursuant to § 363(b) of

the Bankruptcy Code, in accordance with the Sale Agreement. The Properties do not include any assets of the Debtors except as expressly set forth in the Sale Agreement. Specifically and without limitation, the Properties to be sold under the Sale Agreement do not include cash or avoidance actions and other claims and causes of action belonging to the Debtors' estates.

17. The Sale Agreement includes a list of executory contracts and unexpired leases (including joint operating agreements for operating and non-operating properties) that the Debtors seek authority to assume pursuant to 11 U.S.C. § 365 and thereafter assign to Buyer (collectively, the "Assigned Contracts"), and a list of executory contracts and unexpired leases (including joint operating agreements for operating and non-operating properties) that the Debtors seek authority to reject pursuant to 11 U.S.C. § 365 (the "Rejected Contracts").

18. The Sale Agreement provides for a purchase price of $74,500,000.00 (subject to certain post-effective date adjustments, including gas imbalances) with an earnest money escrow of $7,450,000.00 (reflecting 10% of the purchase price) that was deposited with Bank of Oklahoma, N.A. (collectively, the "Total Consideration").

19. The Total Consideration represents the highest and best offer for the Properties. The Debtors have articulated good and sufficient business reasons justifying the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement and thus the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement is a reasonable business decision in light of the circumstances and is in the best interest of the estate and its creditors. Further, the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement presents the best opportunity to realize the maximum value of the estates' assets for distribution to creditors and is necessary to preserve the value of the estates' assets for the estates and their creditors and provides the greatest recovery for the Debtors', creditors and other interested parties than would be provided by any other practical available alternative.

20. The Total Consideration to be paid and/or assumed by Buyer is fair and constitutes reasonably equivalent value and reasonable market value for the Properties under the Bankruptcy Code and the laws of the United States, any State, territory or possession or the District of Columbia.

21. The earnest money escrow (plus accrued interest) is only refundable to Buyer in the event a material breach of the Sale Agreement by the Debtors in the absence of a material breach by Buyer, or in the event the Sale Agreement is terminated by the Debtors or Buyer in the event certain conditions precedent are not met.

22. Unless otherwise provided in the Sale Agreement, Buyer shall not assume or become liable for any liens, claims, interests and/or encumbrances relating to the Properties. Any such liens, claims, interests, and/or encumbrances shall attach to the proceeds of the sale. Moreover, the parties agree that all accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners as of the Effective Date not the subject of suspense (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) shall be paid by the Debtors as soon as practicable after closing from the purchase price tendered by Buyer.

23. The Debtors' and Buyer's obligations to consummate the Sale Agreement are subject to the conditions set forth in the Sale Agreement. The sale of the Properties must be approved and consummated promptly in order to preserve the value of the Properties.

24. The Sale Agreement requires the Debtors to pay Chaparral a termination fee in an amount of $400,000.00 if, and only if (i) all conditions precedent set forth in the Sale Agreement have been met or waived in writing before the date of the hearing on this Motion, and (ii) the Sale Agreement is not approved by the Court at the hearing because the Debtors have received offer(s) to purchase all or a substantial portion of the Properties, which are approved by the Court and such offer(s) result in an actual sale of the Properties to a buyer other than Chaparral or its affiliates. The

Court finds that the termination fee contemplated in the Sale Agreement is fair and reasonable under the circumstances. The termination fee shall be treated as a superpriority administrative expense other than those paid in the ordinary course of business, as set forth in the Procedures Order.

25. Buyer is purchasing the Properties on an "as is," "where is" basis, relying solely upon its own inspection of the Properties. Buyer has made its due diligence materials (other than proprietary information) available to the Debtors.

26. Buyer is purchasing the Properties in good faith. The Sale Agreement is the product of substantial, extensive and good faith negotiations that were conducted at arm's length and without collusion. Accordingly, Buyer is entitled to the protection of section 363(m) of the Bankruptcy Code. Official Comm. of Senior Unsecured Creditors v. First Republic Bank, 106 B.R. 938, 942 (N.D. Tex. 1989), citing In re Bleufontaine, Inc., 634 F.2d 1383, 1388 n. 7 (5th Cir. 1981). The Sale Agreement was negotiated, proposed and entered into by the Debtors and Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Sale Agreement to be avoided under 11 U.S.C. § 363(n).

27. Buyer is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, Buyer and its lenders are entitled to all of the protections afforded thereby. Buyer will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Sale Agreement and at all times after the entry of this Order.

28. Certain parties (including, but not limited to, Wells, CIBC, Bank One and other parties identified in the Sale Motion) have asserted liens on certain of the Properties. The Debtors can sell the Properties free and clear of such liens pursuant to section 363(f) of the Bankruptcy Code. Any and all claims of such parties shall attach to the proceeds from the sale of the Assets.

29. Requirements of section 363(b) and section 363(f) of the Bankruptcy Code and any other applicable law relating to the sale of the Properties have been satisfied.

30. Any and all liens, claims, interests and encumbrances attaching to the Debtors' interests in the Properties not expressly assumed by Buyer, including, but not limited to, any and all mechanic's and materialmen's claims and operator's liens and the claims of parties who assert working interests and/or overriding royalty interests in the Properties, not paid as set forth in this Order, shall be transferred from the Debtors' interests in the Properties and shall attach to the proceeds of the sale.

31. The assumption and assignment to Buyer of the Assigned Contracts is in the Debtors' economic best interest because the assumption and assignment of such executory contracts is an integral part of the sale of the Properties.

32. The Debtors and Buyer have provided adequate assurance of Buyer's future performance of and under the Assigned Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B).

33. Payment of amounts to cure defaults pursuant to section 365(b) of the Bankruptcy Code will be made by the Debtors in connection with the assumption and assignment of the Assigned Contracts under the Sale Agreement. All accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners as of the Effective Date not the subject of suspense (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) shall be paid by the Debtors as soon as practicable after closing from the purchase price tendered by Buyer.

34. Buyer has provided adequate assurance of future performance of the Assumed Contracts sufficient to satisfy section 365(f)(2) of the Bankruptcy Code.

35. The rejection of the Rejected Contracts is in Debtors' economic best interest because Buyer has not sought the assumption and assignment of such executory contracts, the estates no longer have an economically viable use for the Rejected Contracts and the Rejected Contracts are of no value to the estates.

36. Approval of the Sale Agreement and consummation of the sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

37. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization.

38. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

39. The transfer of the Properties to Buyer will be a legal, valid and effective transfer of the Properties, and will vest Buyer with all right, title and interest of the Debtors to the Properties free and clear of all (i) Interests (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtors,' or Buyer's interest in the Properties, or any similar rights and (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "Closing Date") of the consummation of the Sale Agreement (the "Closing"). This paragraph does not affect the treatment of preferential purchase rights described in the Sale Agreement.

40. Buyer would not have entered into the Sale Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates and their creditors, if the sale of the Properties to Buyer were not free and clear of all Interests of any kind or nature whatsoever, or if Buyer would, or in the future could, be liable for any of the Interests and if the assignment of the Assigned Contracts could not be made under §365.

41. The Debtors may sell the Properties free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. §§ 363(f)(1) - (5) has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to Assigned Contracts who did not object, or who withdrew their objections, to the sale or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to Assigned Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any, attach to the proceeds of the sale ultimately attributable to the property against or in which they claim or may claim an Interest.

42. The sale of the Properties to Buyer is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans of liquidation.

43. Notwithstanding anything herein or in the Sale Agreement to the contrary, the Debtors are not selling any compressors owned by El Reno Oil Field Services, Inc. nor are the Debtors assuming, rejecting or assigning any leases of such compressors pursuant to the Sale Agreement.

IN ACCORDANCE WITH AND BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

44. The relief requested in the Sale Motion is GRANTED in all respects. The terms and conditions of the Sale Agreement are APPROVED in all respects. The sale process employed by Debtors has established the fair market value for the Properties. In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 149 (3rd Cir. 1986)

45. Any objections to the Sale Motion not resolved by the terms of this Order or withdrawn, waived or settled and all reservations of rights included therein are hereby overruled and denied.

46. Pursuant to section 363 of the Bankruptcy Code, the Debtors are hereby authorized to sell the Properties free and clear of all liens, claims, interests and encumbrances (except the permitted liens described in the Sale Agreement) to Buyer, subject to the terms of the Sale Agreement and this Order.

47. Pursuant to § 363, the Debtors are hereby authorized to enter into and to execute the Sale Agreement with Buyer, and to consummate the sale of the Properties to Buyer subject to the terms of the Sale Agreement and the Procedures Order and to execute such additional documents as may be reasonable and necessary to consummate the sale.

48. The Debtors and their respective representatives and attorneys are hereby authorized and empowered to carry out all of the provisions of the Sale Agreement and this Order and to issue, execute, deliver, file and record as appropriate the Sale Agreement and such additional documents as may be reasonable and necessary to consummate the sale of the Properties and to take any action contemplated by the Sale Agreement and/or this Order.

49. The Debtors and Buyer are hereby directed and shall comply with all provisions of the Sale Agreement.

50. The Debtors are hereby directed to pay all accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners (collectively, "Third Party Revenues") as of the Effective Date (as defined in the Sale Agreement) not the subject of suspense (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) or subject to bona fide dispute as soon as practicable after Closing (as defined in the Purchase Agreement) from the purchase price tendered by Buyer. If the amount of any Third Party Revenues is in dispute or not subject to determination at the Closing, such amount of Third Party Revenues shall not be paid at Closing but

shall be paid as soon as reasonably possible after resolution of the dispute or final determination. No Third Party Revenues that are subject to setoff by the Debtors shall be paid at Closing.

51. At closing of the sale and in accordance with the Sale Agreement, all of the Debtors' right, title and interest in and to the Properties shall immediately vest in Buyer free and clear of all liens, claims, interests and encumbrances of any type whatsoever (except the permitted liens described in the Sale Agreement) pursuant to section 363 of the Bankruptcy Code.

52. Except as expressly permitted or otherwise specifically provided for in the Sale Agreement or this Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Properties shall be transferred to Buyer, and as of the Closing Date, shall be free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Properties, subject to any claims and defenses the Debtors may possess with respect thereto.

53. The transfer of the Properties to Buyer pursuant to the Sale Agreement constitutes a legal, valid and effective transfer of the Properties and shall vest Buyer with all right, title and interest of the Debtors in and to the Properties free and clear of all interests of any kind or nature whatsoever, other than any liabilities assumed under the Sale Agreement.

54. Except as otherwise provided herein, any and all liens, claims, interests or encumbrances of any type or nature whatsoever attaching to the Debtors' interests in the Properties and that are being sold pursuant to the Sale Agreement shall attach to the proceeds of the sale in the order of their priority to the same extent and with the same validity, force and effect as if the Properties had not been sold.

55. The clerk of the court of the respective parishes and counties in which any liens, encumbrances and/or disputed working interests shall have been filed on Debtors' interests in the

Properties are hereby ordered to cancel and remove from the public records of such parishes and counties all such liens, encumbrances and disputed working interests from the Properties except for the liens and encumbrances of Wells, CIBC, and Bank One.

56. Upon Debtors' or Buyer's request, any and all holders of any liens, encumbrances and/or disputed working interests filed of public record on the Properties are hereby ordered to execute a release of such liens, encumbrances and/or disputed working interests as they affect the Properties.

57. Pursuant to 11 U.S.C. § 1146(c), the recordation of any deed, assignment or other instrument of transfer in connection with the transactions described in the Sale Agreement and approved by this Order shall not be taxed under any law imposing a stamp tax or other similar tax.

58. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned and effective upon the Closing of the sale of the Properties, the Debtors' assumption and assignment to Buyer and Buyer's assumption, of the Assigned Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f)(2) with respect thereto are hereby deemed satisfied.

59. The Assigned Contracts (including joint operating agreements for operating and non-operating properties) referenced in the Sale Agreement constitute executory contracts and/or unexpired leases, subject to assumption and assignment, under 11 U.S.C. § 365.

60. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms notwithstanding any provision in any such Assigned Contracts (including those of the type described in Code §§ 365(b)(2) and (f) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors and their estates shall be relieved from any liability for any breach of any Assigned Contracts after such assignment to and assumption by Buyer on the Closing Date.

61. Any provision permitting a party to any of the Assigned Contracts to replace the operator as a result of the Debtors' bankruptcy filing or sale of their interests is null and void and unenforceable pursuant to 11 U.S.C. § 365(f)(1). This Order does not affect or modify the enforceability of any provision contained in an Assigned Contract that relates to the removal of an operator and the election of a successor to an operator subsequent to Closing.

62. The Assigned Contracts will be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms notwithstanding any provision in any such Assigned Contract (including those described in sections 365(b)(2) and section 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer; provided, however, that such prohibition, restriction or condition of assignment or transfer shall be negated only with respect to transfers and assignments by the Debtors to Buyer effected pursuant to the Sale Agreement and this Order, and that such prohibitions, restrictions and conditions of assignment or transfer shall otherwise remain in full force and effect and a part of the Assigned Contracts so assigned or transferred.

63. Except as otherwise provided herein, all of the Debtors' rights and obligations under the Assigned Contracts are fully assumed as of the Effective Date by Buyer, including without limitation, all of Debtors' monetary and nonmonetary rights and obligations under the Assigned Contracts, and the Debtors shall not be liable or responsible in any way for such Assigned Contracts or any obligations thereunder except as provided in the Sale Agreement.

64. The failure of the Debtors or Buyer to enforce at any time one or more terms or conditions of the Assigned Contracts shall not be a waiver of such terms or conditions or of the Debtors' and Buyer's rights to enforce every term and condition of the Assigned Contracts.

65. Pursuant to section 365 of the Bankruptcy Code, effective as of the Effective Date of the Sale Agreement, the rejection of the Rejected Contracts identified in the Sale Agreement are hereby approved.

66. Any person or entity that holds a claim arising from the rejection of any of the Rejected Contracts must file a proof of claim the later of 30 days from the date hereof or 30 days from the date the rejection becomes effective or they shall be forever barred from asserting a claim against the Debtors.

67. The Court retains exclusive jurisdiction to interpret and enforce the provisions of the Sale Agreement, resolve any disputes arising under or related to the Sale Agreement, and any related agreement to which any of the Debtors are parties and this Order in all respects.

68. The consideration provided by Buyer for the Properties under the Sale Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The consideration provided by Buyer for the Properties under the Sale Agreement is fair and reasonable and the sale may not be avoided under Code § 363(n).

69. On the Closing Date of the sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Properties, if any, as such Interests may have been recorded or may otherwise exist.

70. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement and in reasonable compliance with the applicable laws and regulations of such agency or department.

71. If any person or entity other than Wells, CIBC or Bank One that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing

Interests in the Debtors or the Properties shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments or satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Properties or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Properties and (b) Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Properties of any kind or nature whatsoever.

72. All entities who are presently, or on the Closing Date (as defined in the Sale Agreement) may be, in possession of some or all of the Properties are hereby directed to surrender possession of the Properties in accordance with the Sale Agreement.

73. Under no circumstances shall Buyer be deemed a successor of or to the Debtor for any Interest against or in the Debtors or the Properties of any kind or nature whatsoever. Except as expressly permitted or otherwise specifically provided for in the Sale Agreement or this Order, the sale, transfer, assignment and delivery of the Properties shall not be subject to any Interests, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. All persons holding Interests against or in the Debtors or the Properties of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against Buyer, its property, its successors and assigns, or the Properties with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders or the Properties. Following the Closing Date, no holder of an Interest in the Debtors shall interfere with Buyer's title to or use and enjoyment of the Properties

based on or related to such Interest, or any actions that the Debtors may take in their chapter 11 cases.

74. Subject to and except as otherwise provided in the Procedures Order, any amounts that become payable by the Debtors pursuant to the Sale Agreement shall be paid by the Debtors in the time and manner as provided in the Sale Agreement, without further order of this Court.

75. Nothing contained in any plan of reorganization confirmed in these cases or any order entered in these cases confirming such plan shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Sale Order.

76. The transactions contemplated by the Sale Agreement are undertaken by Buyer in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to Buyer, unless such authorization is duly stayed pending such appeal prior to the Closing. Buyer is a purchaser in good faith of the Properties, and Buyer and its lenders are entitled to all of the protections afforded by 11 U.S.C. § 363(m).

77. The failure specifically to include any particular provisions of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement to be authorized and approved in its entirety.

78. The Sale Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in an writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

79. Except as provided in the Sale Agreement, after the Closing the Debtors and their estates shall have no further liabilities or obligations with respect to the liabilities assumed in the

Sale Agreement and the Assigned Contracts, and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or the Properties.

80. Within five (5) business days after entry of an Order approving the Sale Motion, Debtors shall serve such Order upon all parties to Assigned Contracts and/or unexpired leases (the "Contract Parties"), along with a schedule of estimated cure costs (listed individually by contract and/or lease) which shall state if such estimated cure costs are disputed, unliquidated, or contingent.

81. The Contract Parties shall have thirty (30) days from the date of service (the "Objection Deadline") to object to the estimated cure costs provided by Debtors, or to object to estimated cure costs which are listed as disputed, unliquidated, or contingent. Objections must be filed with the Court and served on the same parties as objections to the Sale Motion.

82. All Contract Parties who fail to timely object to the estimated cure costs provided by Debtors shall be bound by such estimates.

83. All estimated cure costs which are disputed, unliquidated, or contingent shall be disallowed, unless the affected Contract Parties timely object.

84. Debtors shall pay undisputed cure costs to the applicable Contract Parties on the latter of (i) ten (10) business days after the Objection Deadline, or (ii) ten (10) business days after the closing of the sale of substantially all of Debtors' assets. All cure costs which are in dispute, by virtue of a timely filed objection, will be set for hearing by the Court, providing adequate time for discovery. Such disputed cure costs will be paid upon Court order, or by agreement of the parties.

85. Claims and liens for delinquent property taxes, penalties and interest attach to the proceeds of the sale and the ad valorem tax liens for the 2000 tax year are hereby expressly retained against the Properties until the payment by the Buyer of the year 2000 ad valorem taxes, and any

penalties or interest which could ultimately accrue to those year 2000 taxes, in the ordinary course of business.

86. As provided by Fed. R. Bankr. P. 6004(g) and Fed. R. Bankr. P. 6006(d), this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry.

87. The provisions of this Sale Order are nonseverable and mutually dependent.

88. Upon closing, Buyer, together with its successors, assigns and heirs, release and discharge the Debtors in these proceedings, their agents, representatives, employees, attorneys and advisors from and against any and all claims, rights, demands, and causes of action of any kind or nature whatsoever arising directly or indirectly, or as a result of, or in connection with, the performance of any obligation arising under or related to the Sale Agreement or the alleged or claimed efforts of the Debtors to market and/or sell any of the properties, leases, contracts or assets which are the subject of the Sale Agreement.

89. Debtors agree that the Wells Pre-Petition Indebtedness and the Bank One Indebtedness shall be subordinated to the payment of all allowed cure cost amounts from the sales proceeds including (without limitation) the amounts due to Union Pacific Resources Group, Inc. and Anadarko Petroleum Corp.

Dated: September 15, 2000

UNITED STATES BANKRUPTCY JUDGE

366

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 23rd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED, ROBERT M. MILLER AND TARA L. MILLER, H/W, KATHLEEN A. MILLER, SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, H/W, AND MATTHEW D. MILLER AND LISA R. MILLER, H/W, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a two year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

Grindstone Cattle Co.
a Wyoming corporation

By: Marguerite M. Miller
Marguerite M. Miller

Its: President (title)

Date: 8-24-00

280854

RECORDED Oct. 10 2000 11:40AM
IN BOOK 116 OR6 PAGE 366
FEES $ 16.00 Mary L Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scaton

Marguerite M. Miller
Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: 8-24-00

[redacted] [redacted] [redacted]

Robert M. Miller, Individually
and as Personal Representative of
the Estate of Mildred M. Miller, Deceased

Date:_____

Robert M. Miller and Tara L. Miller,
husband and wife

Date:_____

Kathleen A. Miller

Date:_____

Shad Z. Roberts and Patricia M. Roberts,
husband and wife

Date:_____

Matthew D. Miller and Lisa R. Miller,
husband and wife

Date:_____

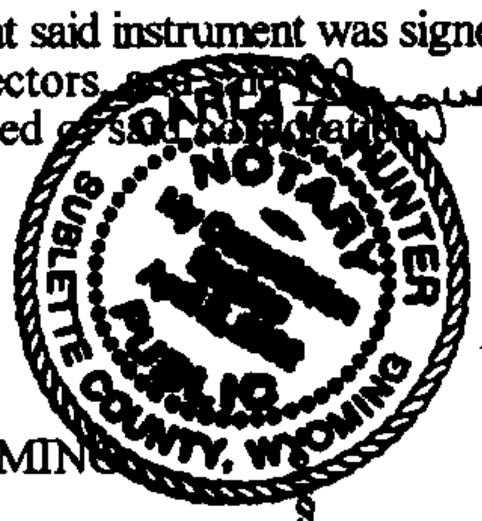
LESSEE:

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Dan C. Perry
Its: President

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 24th day of August, 2000, before me appeared Marguerite M. Miller to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Grindstone Cattle Co., a Wyoming 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 Marguerite M. Miller acknowledged said instrument to be the free act and deed of said corporation.



Laura P. Hunter
Notary Public, State of Wyoming
exp Daly 4-2-2002

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Robert M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 24th day of August, 2000, before me appeared Dan C. Perry, to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Aztec Energy Corporation, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dan C. Perry acknowledged that said instrument is the free act and deed of said corporation.

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY WYOMING

exp date
4-2-2002

Darla J. Hunter
Notary Public, State of Wyoming

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease from Grindstone Cattle Co., et al., as Lessor, and Aztec Energy Corporation, a Utah corporation, as Lessee.

LEGAL DESCRIPTION OF 1532.95 ACRES OF LAND DESCRIBED IN TWO SEPARATE TRACTS OF 652.95 ACRES AND 880.00 ACRES IN SUBLETTE COUNTY, WYOMING

Tract 1:

652.95 acres of land in Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4

Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4

Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4

Section 20: NW/4NE/4, NE/4NW/4

Tract 2:

880.00 acres of land in Township 31 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 11: S/2NE/4, SE/4

Section 12: S/2N/2, S/2

Section 13: N/2N/2

including all accretion and riparian rights thereto.

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 23rd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED, ROBERT M. MILLER AND TARA L. MILLER, H/W, KATHLEEN A. MILLER, SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, H/W, AND MATTHEW D. MILLER AND LISA R. MILLER, H/W, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a two year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

Grindstone Cattle Co.
a Wyoming corporation

By: _____
Marguerite M. Miller

Its: _____ (title)

Date: _____

280855
RECORDED Oct. 10 2000 11:40 AM
IN BOOK 116 O&G PAGE 372
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

_____
Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: _____

Robert M. Miller, Individually
and as Personal Representative of
the Estate of Mildred M. Miller, Deceased

Date:_____

Robert M. Miller and Tara L. Miller,
husband and wife

Date:_____

_____
Kathleen A. Miller

Date:_____

_____
Shad Z. Roberts and Patricia M. Roberts,
husband and wife

Date:_____

_____
Matthew D. Miller and Lisa R. Miller,
husband and wife

Date:_____

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _ day of _____, 2000, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he (or she or they) is the _____ of Grindstone Cattle Co., a Wyoming 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this 7th day of September, 2000, before me personally appeared Robert M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

Lori Moore
Notary Public, State of Wyoming

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 7 day of September, 2000, before me, Notary Public, personally appeared Robert M. & Tara Miller to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

LORI MOORE NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

Lori Moore
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF ~~WYOMING~~ TEXAS §
§
COUNTY OF ~~SUBLETTE~~ BEXAR §

On this 6 day of September, 2000, before me appeared Dan C. Perry, to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Aztec Energy Corporation, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dan C. Perry acknowledged that said instrument is the free act and deed of said corporation.

Amy R. Haas
Notary Public, State of ~~Wyoming~~ TEXAS

AMY R. HAAS
MY COMMISSION EXPIRES
October 5, 2003

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease from Grindstone Cattle Co., et al., as Lessor, and Aztec Energy Corporation, a Utah corporation, as Lessee.

LEGAL DESCRIPTION OF 1532.95 ACRES OF LAND
DESCRIBED IN TWO SEPARATE TRACTS OF 652.95 ACRES
AND 880.00 ACRES IN SUBLETTE COUNTY, WYOMING

Tract 1:

652.95 acres of land in Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4

Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4

Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4

Section 20: NW/4NE/4, NE/4NW/4

Tract 2:

880.00 acres of land in Township 31 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 11: S/2NE/4, SE/4

Section 12: S/2N/2, S/2

Section 13: N/2N/2

including all accretion and riparian rights thereto.

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 23rd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described as follows:

2,720 acres of land in Township 33 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 15:	S/2SW/4
Section 16:	All
Section 21:	E/2, E/2W/2
Section 22:	SW/4NE/4, W/2SE/4, W/2
Section 27:	NW/4NE/4, W/2SE/4, W/2
Section 28:	NE/4, E/2NW/4
Section 34:	W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

Said Oil and Gas Lease is for a two year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

280856

RECORDED Oct. 10, 20 00 11:40 AM
IN BOOK 116 O+G PAGE 378
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Grindstone Cattle Co.
a Wyoming corporation

By: Marguerite M. Miller
Marguerite M. Miller

Its: President (title)

Date: 8-24-00

Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: 8-24-00

LESSEE:

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Dan C. Perry
Its: President

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 24th day of August, 2000, before me appeared Marguerite M. Miller to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Grindstone Cattle Co., a Wyoming corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Marguerite M. Miller acknowledged said instrument to be the free act and deed of said corporation.

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY WYOMING
My Commission Expires
4-2-2002

Darla J. Hunter
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 24th day of August, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY WYOMING
My Commission Expires
4-2-2002

Darla J. Hunter
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 24th day of August, 2000, before me appeared Dan C. Perry, to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Aztec Energy Corporation, a Utah 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 Dan C. Perry acknowledged said instrument to be the free act and deed of said corporation.

DANA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING My Commission Expires May 2, 2002

Notary Public, State of Wyoming

4-2-2002

DIVISION ORDER

USA-WYOMING

Farm Name Allen 1-15 Lease No. FEE LEASE D.O. No. 10

Operator Pinedale Investment Inc. Date Issued 8/5/98

Effective 8/1/98

TO: PINEDALE INVESTMENT, INC., herein called "Pinedale Investment, Inc."

The undersigned, and each of them. represent and warrant that they are the legal owners in the respective proportions set out below of all the oil, including the royalty interest in such oil, produced from the above-named farm, described as follows:

Federal ALLEN 1-15 Lease: WY Fee Lease
SW 1/4, SE 1/4 SEC15 - T28N - 114W, 6TH P.M.
Sublette County, Wyoming

Subject to the covenants hereinafter contained and until further written notice given either by Pinedale Investment, Inc. or the undersigned. Pinedale Investment, Inc. is authorized to receive and purchase the oil and gas produced from the above-described lands and give credit for said oil as follows:

OWNER NAME AND ADDRESS	DIVISION OF INTEREST	DECIMAL PROPORTION OF ALL OIL & GAS RUNS	TYPE OF INTEREST
	FRACTIONAL INTEREST		
(Transfered from.) Jean McGregor (deceased) to James P. McGregor P.O. Box 262 Big Piney, WY 83113		.01 .01	Royalty Royalty

The following covenants are part of this division order and shall be binding upon the undersigned, their successors, legal representatives and assigns:

1. The oil and/or gas received and purchased hereunder shall become the property of Pinedale Investment, Inc. as soon as the same is received into the custody of Pinedale Investment, Inc. or that of any carrier designated by Pinedale Investment, Inc.

2. Pinedale Investment, Inc. may refuse any oil and/or gas not considered merchantable by it. If necessary to make the oil and/or gas merchantable, the same shall be stemmed or treated at the owner's expense. Quantities of oil and/or gas purchased hereunder shall be determined by the method of measurement and computation being employed by the pipe line carrier, including, but not limited to, the gauging of storage tanks and computation of quantity from regularly compiled tank tables, the use of certified truck gauges, and the use of meters. Proper deductions may be made for water, dirt, sediment and other impurities, and corrections for temperature will be made in accordance with the established rules prevailing at the time and place of delivery.

(Continued on reverse side)

280886

RECORDED Oct 12 20 00 1210 PM
IN BOOK 116 Bk 6 PAGE 381
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

3. The undersigned shall be paid by Pinedale Investment, Inc. for their respective proportionate parts of the oil and/or gas received and purchased by Pinedale Investment, Inc. hereunder at the posted price of pipeline, if one is posted, or, if not, then the price paid by pipeline for oil and/or gas of the same or most nearly similar gravity, grade and quality produced in the same or nearest field on the date said oil and/or gas is received by Pinedale Investment, Inc. In case the oil and/or gas purchased hereunder should be sold by Pinedale Investment, Inc. to another purchaser accepting delivery thereof at the Lease or unit, then settlement for such oil and /or gas shall be based upon the price received by Pinedale Investment, Inc. for such oil and/or gas, Pinedale Investment, Inc. shall deduct from the amounts due the respective owners for all and/or gas received and purchased hereunder any taxes required by law to be deducted and paid by Pinedale Investment, Inc. as purchaser, If it is necessary to transport oil and/or gas hereunder by truck, Pinedale Investment, Inc. is authorized to deduct from amounts due the respective owners for oil and/or gas received and purchased hereunder the respective portion of all trucking costs incurred. Settlement and payment shall be made monthly for oil and/or gas herein given for the amount of the purchase price due said parties respectively less any taxes or trucking cost which may be deductible as aforesaid. If the proceeds accruing to any interest hereunder shall amount to less than Five Dollars ($5.00) per month, Pinedale Investment, Inc. is authorized to make payment for such accruals on an annual basis, such payment to be made during the month of December for such amount as may be due for oil and/or gas runs up to and including the month of November; provided, however, Pinedale Investment, Inc. shall not be required to make such annual payment until the amount of proceeds accrued equals or exceeds the sum of Five Dollars ($5.00)

4. Satisfactory abstracts of other evidence of title will be furnished to Pinedale Investment, Inc. at any time on demand. In the event of a failure so to furnish such evidence of title, or in the event of an adverse claim, question or dispute at any time concerning the title to such oil and/or gas or any part thereof or to the land or leasehold from which such oil and/or gas is produced, Pinedale Investment, Inc. may hold the proceeds of all oil and/or gas received and run to the extent of the interest involved in such adverse claim, question or dispute without interest until indemnity satisfactory to Pinedale Investment, Inc. has been furnished or until such claim questioned or dispute as to ownership has been finally settled or finally determined. In the event any action or suit is filed in any court affecting the title either to the real property above-described or to the oil and/or gas produced therefrom in which any of the undersigned are parties, written notice of the filing of such action shall be immediately furnished Pinedale Investment, Inc. by the undersigned stating the court in which the same is filed and the title of such action or suit. Pinedale Investment, Inc. and any carrier transporting oil and/or gas for it's account shall be held harmless by each party to this division order to the extent of each party's interest as set forth herein from any judgment rendered against Pinedale Investment, Inc. or such carrier on account of receiving , purchasing, paying for, or transporting the oil and/or gas received to such partys' interest. Pinedale Investment, Inc. shall not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof.

5. Pinedale Investment Inc., is hereby relieved of any responsibility for determining when any of the interests herein above set forth shall revert to other parties as a result of the completion or discharge of money or other payments from said interests, and those of the undersigned whose interests are so affected by such money or other payments, if any, agree to notify Pinedale Investment, Inc. in writing when any such money or other payments have been completed or discharged or any other division of interest other than that set forth above, shall, for any reason, become effective and furnish transfer orders accordingly. In the event such notices shall not be delivered to Pinedale Investment, Inc., it shall be relieved of liability for any overpayment or nonpayment and shall be held harmless by those undersigned parties whose interests are so affected by such payments for any damage or loss which might arise from any such overpayment or nonpayment.

6. Working interest owners or operators who sign this division order, and each of them, guarantee and warrant for the benefit of Pinedale Investment, Inc., any subsequent purchaser and any pipeline or other carrier designated by Pinedale Investment, Inc., to run or transport said oil and/or gas and all oil and/or gas purchased hereunder has been, or will be, produced in accordance with applicable Federal, State and Municipal Laws and official rules and regulations.

7. This division order shall become valid and binding on each and every owner above named as soon as signed by him, her or it, regardless of whether any of the above named owners have signed. In consideration of the purchase hereunder, consent is hereby given to Pinedale Investment, Inc. or any pipeline company which Pinedale Investment, Inc. may cause to connect with the wells, tanks or meters on said land to disconnect and remove such pipelines in case of termination by Pinedale Investment, Inc. or the undersigned of purchases under this division order. Pinedale Investment, Inc. is not expected to receive oil and/or gas in definite quantities or for fixed periods, nor to provide storage on the credit balance plan or otherwise, except as when Pinedale Investment, Inc. shall agree with the undersigned in writing.

8. The undersigned agrees to notify Pinedale Investment, Inc. in writing of any change in ownership and agree that any transfer, assignment or conveyance of any interest hereunder shall be made subject to this division order and effective at 7:00a.m. of the first day of the calendar month following said notice to Pinedale Investment, Inc. or, if agreed upon by the transferor and transferee, on the first day of the calendar month in which said notice is received by Pinedale Investment, Inc. or on the first day of any subsequent calendar month.

9. In case the land , lease or leases herein above described, or a portion or portions thereof, or interests therein, shall be combined or consolidated with other lands, leases or interests therein so as to create a unitized lease or tract, then, to the extent that the agreement or agreements creating the unitized lease or tract shall be executed by the undersigned or, some of them, this division order shall apply to that portion of the oil and/or gas produced from the unitized lease or tract and allocated to the land, lease or leases herein described, or portions thereof, and under such circumstances it shall not be necessary to execute and file a new division order following the creation of such unitized lease or tract, provided however, this portion shall not apply to, or affect the interest of , any of the undersigned who do not execute the agreement or agreements creating the unitized lease or tract unless the interest of such undersigned is nevertheless compulsory unitized by action of an appropriate governmental agency.

INSTRUCTIONS FOR SIGNING

Execute in ink exactly as your name appears above and have your signature witnessed. If executing on behalf of a corporation, indicate your official title and affix corporate seal attested by the secretary or assistant secretary. It is necessary to only execute one copy of this transfer order which maybe signed in counterparts. BE SURE TO FURNISH CORRECT MAILING ADDRESS, INCLUDING ZIP CODE, POST OFFICE BOX NUMBER OR COMPLETE STREET ADDRESS. DO NOT DELETE OR REMOVE ANY PORTION HEREOF.

[redacted] [redacted] [redacted]

SIGNATURES AND ADDRESSES OF OWNERS

James P. McGregor

Owner Name: James P. McGregor

Signature X James P McGregor

Address: P.O. BOX 262

Big Piney, Wy. 82941

Social Security or Tax I.D. No.: X 537-26-6514

WITNESS SIGN BELOW

X Joyce J. Johnson

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 02098 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK. SEE INSTRUCTIONS IN HANDBOOK

1. DECEDENT-NAME: First JEAN; Middle A.; Last McGREGOR
2. SEX: FEMALE
3. DATE OF DEATH (Mo., Day, Yr.): JULY 1, 1998
4. SOCIAL SECURITY NUMBER: 520-30-4903
5a. AGE-Last Birthday (Years): 66
6. DATE OF BIRTH (Mo., Day, Yr.): OCTOBER 24, 1931
7a. PLACE OF DEATH (Check only one): HOSPITAL: Inpatient; ER/Outpatient; DOA. OTHER: Nursing Home (X); Residence; Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): SUBLETTE CENTER
7c. CITY, TOWN, OR LOCATION OF DEATH: PINEDALE
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OR FOREIGN COUNTRY (If not in U.S.A., name country): WYOMING
9. MARRIED, NEVER MARRIED, DIVORCED (Specify): MARRIED
10. SURVIVING SPOUSE (If wife, give maiden name): JAMES P. McGREGOR
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): NO
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): TEACHER
12b. KIND OF BUSINESS OR INDUSTRY: EDUCATION
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: SUBLETTE
13c. CITY, TOWN OR LOCATION: PINEDALE
13d. STREET AND NUMBER: 333 N. BRIDGER AVE.
13e. WERE CITY LIMITS? (Specify yes or no): YES
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify yes or no - If yes, specify Cuban, Mexican, Puerto Rican, Etc.): No (X); Yes ( ) (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): WHITE
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): ; College (1-4 or 5+): 4
17. FATHER'S NAME: First PAUL; Middle J.; Last ALLEN
18. MOTHER'S NAME: First LILLIAN; Middle; Last (Maiden Surname) CLEMENTSEN
19a. INFORMANT-NAME (Type or Print): JAMES P. McGREGOR
19b. RELATIONSHIP TO DECEDENT: SPOUSE
19c. MAILING ADDRESS (Street or R.F.D. Number): BOX 262
City or Town: BIG PINEY
State: WYOMING
ZIP Code: 83113
20a. METHOD OF DISPOSITION (Burial, Cremation, Removal from State, Other (Specify)): BURIAL
20b. DATE (Mo., Day, Yr.): JULY 6, 1998
20c. CEMETERY OR CREMATORY-NAME: PINEDALE CEMETERY
20d. LOCATION - City or Town, State: PINEDALE, WYOMING
21a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH (Name, Address): N/A
21b. NAME OF FACILITY: HUDSON'S FUNERAL HOME 115
21c. ADDRESS OF FACILITY: 164 N. BRIDGER AVENUE
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): July 1, 1998
22c. HOUR OF DEATH: 4:07 A. M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print): J. T. JOHNSTON M.D.
23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] CORONER
23b. DATE SIGNED (Mo., Day, Yr.): JULY 1 1998
23c. HOUR OF DEATH: 4:07 A. M
23d. PRONOUNCED DEAD (Hour): JULY 1, 4:07 A.M.
24. NAME AND ADDRESS OF CERTIFIER (If other than 22d or 23a) (Type or Print): J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941
25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): JULY 1, 1998

PART I. Enter the diseases, injuries, or complications that caused the death and enter the interval between onset and death. Do not enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Do not abbreviate. Enter only one cause on each line.

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Pulmonary failure
DUE TO (OR AS A CONSEQUENCE OF): b. Lymphoma
DUE TO (OR AS A CONSEQUENCE OF): c.

Approximate Interval Between Onset and Death: a. days; b. years; c.

PART II. Other significant conditions - Conditions contributing to death but not related to cause given in PART I: Sclerosphonia Boop 5/P. CVA

26. AUTOPSY (Specify yes or no): NO
27. WAS CASE REFERRED TO CORONER (Specify yes or no): YES

28. MANNER OF DEATH: Natural (X); Accident; Suicide; Homicide; Pending Investigation; Could not be Determined
29. DATE OF INJURY (Month, Day, Year)
30. TIME OF INJURY: 00
31. INJURY AT WORK? (Specify yes or no)
32. DESCRIBE HOW INJURY OCCURRED
33. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)
34. LOCATION (Street and Number or Rural Route Number, City or Town, State)

VR 2-80
4/94 15M

057886

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: JUL 20 1998

Lucinda McCaffrey
Deputy State Registrar

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar.

VITAL RECORDS SERVICES SEAL

[redacted] [redacted] [redacted]

VOID IF DETACHED DIVISION ORDER FARM NAME ALLEN 1-15

ATTACHED TO 4 PAGES

ACKNOWLEDGMENT

State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before my by JAMES P. MCGREGOR

James P. McGregor, this OCTOBER 12TH day, 20 00.

Witness my hand and official seal.

Karen Hines
Notary Public

My commission expires

KAREN HINES Notary Public
County of Sublette State of Wyoming
My Commission Expires October 6, 2004

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of August, 2000, by and between Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of Dale Jensen Family Trust dated March 9, 1994

whose post office address is P.O. Box 1326, Pinedale, Wyoming 82941, hereinafter called Lessor (whether one or more) and McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00 DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 31 North, Range 111 West, 6th P.M.
Section 15: S½S½SW¼NW¼

280892

RECORDED Oct. 12 2000 4:10PM
IN BOOK 116 O&G PAGE 386
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

and containing 10.00 acres, more or less. THREE (3) D. J.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X Dale James Jensen Trustee
Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994

Tax ID# 520-34-1611

X Dale James Jensen Trustee
Dale James Jensen, Trustee of the Dale Jensen Family Trust dated March 9, 1994

Tax ID# 520-34-1611

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

On this 3RD day of OCTOBER A.D. 2000, before me personally appeared Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Dale Jensen Family Trust dated March 9, 1994 known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Edwin R. Adams - Notary Public
County of Sublette State of Wyoming
My Commission Expires 7-28-2004

My commission expires:
.....

Edwin R. Adams
Notary Public

Residing at PINEDALE, WY

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

.....

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

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated August 29th, 2000 by and between Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Dale Jensen Family Trust dated March 9, 1994, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 15: S½S½SW¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is Fifteen (15%).

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith.

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

LESSORS:

X _____
Dale James Jensen, Trustee of the
Myrtle Jensen Family Trust dated
March 9, 1994

X _____
Dale James Jensen, Trustee of the
Dale Jensen Family Trust dated
March 9, 1994

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

$ 20

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-133773

Lease Effective Date
(Anniversary Date)
October 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **Nerd Energy, Inc.**
   Street **P.O. Box 3003**
   City, State, ZIP Code **Casper, Wyoming 82602**

*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 110 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 1, 2, E/2NW/4, SE/4 Township 27 North, Range 111 West, 6th P.M. Section 24: SE/4 Section 25: NE/4 Containing 781.71 acres more or less Sublette County, Wyomong	100.0000%	50.0000%	50.0000%	None	Of Record

280903

RECORDED Oct. 19 20 00 1:15 PM
IN BOOK 116 Q+6 PAGE 389
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

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

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 12th day of September, 2000

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

Assignor John W. Robinson
or
Attorney-in-fact _____
(Signature)

John W. Robinson, Senior Vice President

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

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

Executed this 18th day of September, 2000

Nerd Energy, Inc.

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

Mick McMurry, 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: 1998-774-004/41005

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

The foregoing instrument was acknowledged before me this 12th day of September, 2000 by **John W. Robinson, Senior Vice President of McMurry Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: 11-30-2002

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 18th day of September, 2000, by **Mick McMurry, President of Nerd Energy, 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

SEAL

Notary Public

My commission expires: 6 April 2003

****

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-133078**
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* **Nerd Energy, Inc.**
   Street **P.O. Box 3003**
   City, State, ZIP Code **Casper, Wyoming 82602**

*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 27 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, E/2, E/2NW/4 Section 30: NE/4 Containing 630.60 acres, more or less Sublette County, Wyoming	100.0000%	50.0000%	50.0000%	None	Of Record

280904
RECORDED Oct. 13 2020 1:15 PM
IN BOOK 116 O+G PAGE 392
FEES $ 0.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

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

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Part A (Continued): [redacted] AL SPACE for Names and addresses of additional assig[redacted]n No. 1, if needed, or for Land Description in Item No. 2 [redacted]

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 12th day of September, 2000

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

Assignor or Attorney-in-fact: John W. Robinson, Senior Vice President
(Signature)

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

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

Executed this 18th day of September, 2000

Nerd Energy, Inc.

Assignee or Attorney-in-fact: Mick McMurry, President
(Signature)

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

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

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

STATE OF **COLORADO**)
)§
COUNTY OF ~~DENVER~~)

The foregoing instrument was acknowledged before me this 12th day of September 2000 by **John W. Robinson, Senior Vice President of McMurry Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

NETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette Y. Johnson
Notary Public

My Commission Expires 11/30/2002

My commission expires: 11-30-2002

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 18th day of September, 2000, by **Mick McMurry, President of Nerd Energy, 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

Thomas R Blevins
Notary Public

SEAL

My commission expires: 6 April 2003

****

DISTRIBUTION DEED

RECORDED Oct. 17 2000 9:50a.M
IN BOOK 116 OF 6 PAGE 395
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

STATE OF WYOMING §
§ 280930
COUNTY OF SUBLETTE §

WHEREAS, heretofore Eleanor Ainsworth Beck owned a certain undivided interest in the oil, gas and other minerals in Sublette County, Wyoming as described below.

WHEREAS, Eleanor Ainsworth Beck died in or about November 1980, and her Last Will and Testament dated January 28, 1980, and her codicil dated September 2, 1980, were duly admitted to probate in Teton County, Wyoming (the "Will").

WHEREAS, the Will established two trusts known as Trust "A" and Trust "B" and appointed the First National Bank of Moline as Trustee of Trust "A" and Trust "B" (the "Trust").

WHEREAS, Trust "B" under the Will terminates upon Eleanor Ainsworth Beck's daughter, Kathleen Beck Shrader, reaching age thirty-five (35).

WHEREAS, Bank One Trust Company, N.A. has succeeded First National Bank of Moline as Trustee of the Trust and wishes to distribute all interest of Trust "B" under the Will of Eleanor Ainsworth Beck to the proper beneficiary, that being Kathleen Beck Shrader.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Bank One Trust Company, N.A. acting solely herein as Trustee of Trust "B" under the Will of Eleanor Ainsworth Beck**, whose address is Post Office Box 2605, Fort Worth, Texas 76113-2605 ("GRANTOR"), does hereby ***Distribute and Convey*** unto **Kathleen Beck Shrader**, whose address is 5539 Sheil Drive, Oregon, Wisconsin 53575 ("GRANTEE"), all of the GRANTOR's right, title and interest in and to the oil, gas and other minerals in and under and that may be produced from the property described below.

Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming
Section 25: N/2 NE/4, SE/4 NE/4, NE/4 NW/4,
containing 160 acres, more or less

Section 24: SE/4,
containing 160 acres, more or less.

The interests conveyed herein are conveyed subject to all oil and gas leases, operating agreements, unit agreements, pooling agreements, oil and gas purchase agreements or any other agreements covering the property described above, to the extent they are effective, and include any and all easements across or benefitting the above described properties.

This Distribution Deed is made without warranty, express or implied.

By this Distribution Deed, no interest whatsoever is being conveyed out of Trust "A" under the Will of Eleanor Ainsworth Beck.

EXECUTED this 10th day of October 2000, but effective as of April 5, 1998.

GRANTOR:	STATE OF TEXAS COUNTY OF TARRANT
TRUST "B" UWO ELEANOR AINSWORTH BECK BY: Bank One Trust Company, N.A., Trustee By Karen L. Miller Karen L. Miller, Officer ATTEST:	The foregoing instrument was acknowledged before me this 10th day of October 2000, by KAREN L. MILLER, Officer of BANK ONE TRUST COMPANY, N.A., a national banking association, on behalf of said national banking association, acting in its fiduciary capacity as stated herein. Angelia Bender Notary Public, State of Texas

After Recording, Return to:
F:\Documents\BOTNA\Beck\DISTRIBUTION DEED WY SUBLETTE

ATTN: Cindy L. Balsly
P O BOX 2605
FORT WORTH, TEXAS 76113-2605

ANGELIA BEN
MY COMMISSION EXPIRES
March 25, 2003

ANGELIA BENDER
MY COMMISSION EXPIRES
March 25, 2003

396

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of October, 2000, by and between

Winnie Bausch and Henry Bausch, wife and husband
1727 North Smith
Riverton, Wyoming 82501

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, 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 co-jointly 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

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

280980

RECORDED Oct. 18, 2000 4:30pM
IN BOOK 116 O+G PAGE 396
FEES $ 8.00 M Y COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 690.02 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal Fifteen percent (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor Fifteen percent (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all

Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

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

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

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

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

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

x Winnie Bausch
Winnie Bausch

SS#

x 520-14-6119

SS#

x Henry Bausch
Henry Bausch

SS#

x 524-05-2844

SS#

STATE OF WYOMING)
) ss
COUNTY OF Fremont)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Winnie Bausch and Henry Bausch, wife and husband, known to me to be the person s whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12TH day of OCTOBER, 2000..

My commission expires: August 4, 2002

CINDY L. SHUTE
Notary Public
Fremont County, WY
My Commission Expires
August 4, 2002

Cindy L. Shute
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 2000.

My commission expires: _____

_____
Notary Public

398

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 SEP 13 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-129705

Lease Effective Date
(Anniversary Date)
Aug 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Contex Energy Company
   Street 1645 Court Place, Suite 212
   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 33 NORTH, RANGE 113 WEST, 6th PM Section 31: Lot 1, NENW containing 79.65 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	5%	-0-

28098

RECORDED Oct. 18 2000 4:35 PM
IN BOOK 116 O+G PAGE 398
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

[redacted]

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[X] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

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

Assignment approved effective OCT 01 2000

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

LAND LAW EXAMINER
(Title)

OCT 04 2000
(Date)

FOR ASSIGNEE

[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 Wisconsin
COUNTY OF Milwaukee

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Fred L. Engle, to me known to be the identical person described in and who executed the foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and seal of office, this the 6th day of September, 2000.

My Commission Expires: Nov. 12, 2000

Lorraine M. Werner
Notary Public:
Address: 10721 W. Capitol Dr.

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 September ,20 00

Name of Assignor as shown on current lease Fred L. Engle
Please type or print

Assignor _____
(Signature)

or
Attorney–in-fact _____
(Signature)

P. O. Box 26245
(Assignor's Address)

Milwaukee, WI 53226
(City) (State) (Zip Code)

Executed this 8th day of Sept ,20 00

Contex Energy Company

Assignee _____
(Signature) By: Gary Butler, President

or
Attorney-in-fact _____
(Signature)

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

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

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

400

RECORDED Oct 23 2020 2:25pm
IN BOOK 1110 O+G PAGE 400
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sickler

ASSIGNMENT AND BILL OF SALE

281026

This Assignment and Bill of Sale *("Assignment")*, is from **McMurry Oil Company**, a Wyoming corporation with an address of P.O. Box 220, Casper, Wyoming 82602 ("*McMurry*"), **Nerd Enterprises, Inc.**, a Wyoming corporation with an address of P.O. Box 949, Casper, Wyoming 82602, **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation with an address of P.O. Box 1363, Cheyenne, Wyoming 82003, **Edward M. Warner**, an individual with an address of 1625 Larimer Street, Suite 2005, Denver, Colorado 80202 (hereinafter sometimes referred to individually as "*Assignor*" and collectively as "*Assignors*"); to **Williams Production Rocky Mountain Company**, a Delaware corporation with an address of P.O. Box 3102, Tulsa, Oklahoma 74101 (hereinafter sometimes referred to as "*Assignee").*

PART I
GRANTING AND HABENDUM CLAUSES

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors (as to the interest of each individual Assignor, respectively) have transferred, granted, conveyed, and assigned, and do hereby transfer, grant, convey, and assign to Assignee, effective for all purposes as of the Effective Time, an undivided 33.333% of Assignors' (as to the interest of each individual Assignor, respectively) right, title and interest, of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the following properties and assets (such properties and assets being hereinafter called the *"Assets"):*

(a) The oil and gas leasehold working interest specified on Exhibit "A" in each of the oil and gas leases described on Exhibit "A" ("Leases") attached hereto, insofar and only insofar as said leases cover the lands ("Lands") described on said Exhibit, excluding, however, any overriding royalties, production payments, or other non-cost bearing interests which Assignor may own in the Leases and Lands (the property described in this paragraph being hereinafter referred to as the, "Leasehold Interests").

(b) All presently existing and valid oil and gas unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby, including, without 1 imitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations, relating to the Leasehold Interest (the property described in this paragraph being hereinafter referred to as the "Unit Agreement").

(c) All presently existing and valid production sales (and sales related) contracts, operating agreements (excluding, however, all of McMurry's rights as Operator thereunder), purchase and sale agreements, and other agreements and contracts which relate to the Leasehold Interests or Unit Agreements and the exploration, development, operation or maintenance thereof or the treatment, storage, transportation, or marketing of hydrocarbons produced therefrom or allocated thereto;

(d) All lease files, abstracts and title opinions, production records, well files, accounting records (but not including general financial accounting records), and (to the extent the same are assignable or transferable by Assignors) seismic records and surveys, gravity maps, electric logs, geological and geophysical data and records; and such other files, documents and records of every kind and description which relate to the properties described above.

It is the intent of Assignors that as to each individual Assignor, respectively, Assignee shall receive and be vested with no more nor no less than an 80% net revenue interest in each of the Leasehold Interests herein assigned, said net revenue interest with respect to each of the Leases to be reduced by the proportion that the Leasehold Interest therein assigned hereunder by such Assignor bears to the entire leasehold estate; and, to that end each Assignor, as to the interest herein conveyed by such Assignor in each of the Leases reserves to itself, its successors and assigns, as an overriding royalty that percentage share of all oil, gas and other hydrocarbons produced, saved and marketed under the terms of such lease, insofar only as it covers the Lands, which is equal to the difference between (a) the sum of all existing lease burdens of record including the landowner's royalty and all overriding royalties of record, and (b) 20%, such that

the net revenue interest attributable to the leasehold working interest conveyed herein by each Assignor shall be 80%, reduced in the proportion that said leasehold interest bears to the entire leasehold estate.

To the extent that the sum of the landowner's royalty interest and all existing overriding royalties of record burdening the leasehold working interest conveyed herein by any Assignor in any of the Leases is more than a proportionate share of 20%, such that the net revenue interest attributable to such leasehold interest is less than a proportionate share of 80%, such Assignor, individually and respectively as to its interest in such lease hereby grants and conveys unto Assignee, its successors and assigns, out of such Assignor's retained interest in such lease an overriding royalty equal to that percentage share of all of the oil, gas and other hydrocarbons produced, saved and marketed under the terms of such lease, insofar only as it covers the Lands necessary to vest Assignee with a net revenue interest in such lease equal to exactly 80% of the leasehold working interest conveyed by such Assignor herein when such overriding royalty is combined with the net revenue interest attributable to such oil and gas leasehold working interest. To the extent that any Assignor conveys to Assignee both a working interest and an overriding royalty in the same lease pursuant to this instrument, the overriding royalty shall be deemed to have merged into the working interest.

With respect to each of the Leases to the extent that the leasehold working interest conveyed herein by each Assignor is less than the entire leasehold estate and to the extent that said lease covers less than the entire oil and gas mineral estate in the Lands, the overriding royalty, if any, reserved or conveyed herein by such Assignor shall be proportionately reduced.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Assets unto Assignee, its successors and assigns, forever.

PART II
MISCELLANEOUS

2.1 Special Warranty; Subrogation. Except as otherwise provided in Section 2.2 below, each Assignor, respectively, hereby covenants with Assignee, its successors and assigns, to warrant and defend title to the that portion of the Assets conveyed by such Assignor hereunder as against the claims of all parties claiming by, through or under such Assignor but not otherwise. Moreover, this Assignment is made with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of any of Assignor's respective predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation and all rights of actions by warranty against all former owners of the Assets.

2.2 Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, (i) Assignors agree to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed; and (ii) Assignee agrees to execute, acknowledge and deliver to Assignors all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively evidence Assignors' rights in and to the Excluded Assets and the reserved rights of Assignors.

2.3 Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective heirs, successors and assigns.

2.4 Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

2.5 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED and made effective this **28th** day of **April, 2000**.

ASSIGNORS:

ATTEST:

McMURRY OIL COMPANY

By: _____

John W. Martin, President

ATTEST:

NERD ENTERPRISES, INC.

By: _____

Mick McMurry, President

ATTEST:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____

William R. Weeks
Executive Vice President

By: _____

EDWARD M. WARNER, an individual

ASSIGNEE:

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

SG Legal

By: _____

Name: J. D. Barnes
Title: Attorney-in-Fact

By: _____

STATE OF COLORADO)
)§
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of April, 2000, 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:

11-30-2002

Lynette J. Johnson
Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

STATE OF COLORADO)
)§
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of April, 2000, 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:

5-10-01

Carrie Ann Vantine
Notary Public

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
)§
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of April, 2000, by **William R. Weeks, as Executive Vice President of Fort Collins Consolidated Royalties, Inc.,** a Colorado corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:

April 18, 2001

Warren E. Majors
Notary Public

NOTARY PUBLIC COLORADO

STATE OF COLORADO)
)§
CITY AND COUNTY OF DENVER)

28th SUBSCRIBED AND SWORN to before me by **Edward M. Warner, an individual this** day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:

5-16-01

Carrie Ann Barnes
Notary Public

STATE OF ~~COLORADO~~ Oklahoma)
)§
CITY AND COUNTY OF ~~DENVER~~ Tulsa)

The foregoing instrument was acknowledged before me this 2 day of October, 2000, by J. D. BARNES, as ATTORNEY-IN-FACT of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires:

10-10-2001

Shirley A. Davis
Notary Public

EXHIBIT "A"

April 28, 2000

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May _____, 2000~~
from McMurry Oil Company, et al as Assignors to Williams Production Rocky Mountain Company as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4	108	663

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May~~ April 28, 2000 ~~, 2000~~
from McMurry Oil Company, et al as Assignors to Williams Production Rocky Mountain Company as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4	109	562

4016

EXHIBIT "A"

April 28, 2000

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated ~~May 1, 2000~~
from McMurry Oil Company, et al as Assignors to Williams Production Rocky Mountain Company as Assignee

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Sublette County, Wyoming		
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

407

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 22nd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED, ROBERT M. MILLER AND TARA L. MILLER, H/W, KATHLEEN A. MILLER, SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, H/W, AND MATTHEW D. MILLER AND LISA R. MILLER, H/W, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a three year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

Grindstone Cattle Co.
a Wyoming corporation

By: _____
Marguerite M. Miller

Its: _____ (title)

Date: _____

_____
Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: _____

281030

RECORDED Oct. 23 2000 3:20pM
IN BOOK 116 O+G PAGE 408
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

[redacted] [redacted] [redacted]

Robert M. Miller, Individually
and as Personal Representative of
the Estate of Mildred M. Miller, Deceased

Date:_____

Robert M. Miller and Tara L. Miller,
husband and wife

Date:_____

Kathleen A Miller
Kathleen A. Miller

Date: Sept 23rd 00

Shad Z. Roberts and Patricia M. Roberts,
husband and wife

Date:_____

Matthew D. Miller and Lisa R. Miller,
husband and wife

Date:_____

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this ___ day of June, 2000, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he (or she or they) is the _____ of Grindstone Cattle Co., a Wyoming 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of June, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of June, 2000, before me personally appeared Robert M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

[redacted] [redacted] [redacted]

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 22 day of September, 2000, before me, Notary Public, personally appeared Kathleen A Miller to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Lori Moore
Notary Public, State of Wyoming

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease from Grindstone Cattle Co., et al., as Lessor, and Aztec Energy Corporation, a Utah corporation, as Lessee.

LEGAL DESCRIPTION OF 1532.95 ACRES OF LAND
DESCRIBED IN TWO SEPARATE TRACTS OF 652.95 ACRES
AND 880.00 ACRES IN SUBLETTE COUNTY, WYOMING

Tract 1:

652.95 acres of land in Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4

Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4

Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4

Section 20: NW/4NE/4, NE/4NW/4

Tract 2:

880.00 acres of land in Township 31 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 11: S/2NE/4, SE/4

Section 12: S/2N/2, S/2

Section 13: N/2N/2

including all accretion and riparian rights thereto.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281041

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 O+G PAGE 413
FEES $ 12.00 In COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	0.426725% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.085345% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	0.51207% 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, that certain Operating Agreement dated April 1, 2000 between Amoco Production Company, McMurry Oil Company, Nerd Enterprises Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of

Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 10ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-142261
Effective Date: August 1, 1997
Original Lessee: Snyder Oil Corporation
Recording Data: Book ____ of Oil and Gas at page ____

This assignment affects only the following lands:

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/2 NW/4

containing 480.00 acres, more or less

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281042

RECORDED Oct. 24 2000 2:00 P M
IN BOOK 116 O+G PAGE 417
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Salton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.80625% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.36125% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	2.16750% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream

of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

[redacted] [redacted] [redacted]

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 4ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-133073, WYW-141884
Effective Date: August 1, 1994
Recorded in Book 97 of Oil and Gas at Page 461

This assignment affects only the following lands

Township 29 North, Range 109 West, 6th P.M.
Section 19: NE/4NW4, Lot 2, NE/4SE/4, SW/4SE/4
Section 34: S/2NW/4

containing 243.46 acres, more or less.

The above Section 19 lands and other lands located in Section 19, T.29N., R109W., were segregated out of Lease WYW-133073 to become Lease WYW-141884 effective October 21, 1996 by reason of the inclusion of only that part of Lease WYW-133073 lying in Section 34, T.29N., R.109W. within the Corona Unit (WYW-138876X). This assignment as to Lease WYW-133073 is subject to the Corona Unit Agreement and the Corona Unit Operating Agreement.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281043

RECORDED Oct. 24 2000 1:00 P.M.
IN BOOK 116 Oth PAGE 421
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zeeter

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.80625% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.36125% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	2.16750% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream

of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 6ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-133071
Effective Date: August 1, 1994
Recorded: July 20, 1994 in Book 97 of Oil and Gas at Page 459

This assignment affects only:

Township 28 North, Range 109 West, 6th P.M.
Section 4: Lot 1, SW/4SE/4
Section 9: NW/4, SE/4

containing 403.03 acres, more or less.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281044

RECORDED Oct. 24 2000 8:00AM
IN BOOK 1110 PAGE 425
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	0.400937% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.080188% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	0.481125% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, the Cabrito Unit WYW-138889X the Cabrito Unit Operating Agreement dated September 25, 1996, Operating Agreement among Amoco Production Company, McMurry Oil Company, Nerd Enterprises, Inc. and Edward M. Warner Dated effective April 1, 2000 and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah

Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

[redacted] [redacted] [redacted]

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

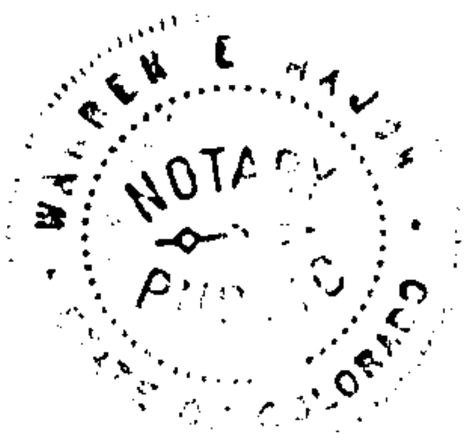
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

Warren E. Mayer
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203



J:\Thompson\McMurry Oil\ORI\WRW-Greene 3ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-111556
Effective Date: June 1, 1988
Recorded in Book 81 of Oil and Gas at Page 454

This assignment affects only the following lands located in Sublette County, Wyoming

Township 29 North, Range 107 West, 6th P.M.
Section 20: SW/4SW/4

containing 40.00 acres, more or less.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281045

RECORDED Oct. 24 20 00 8:00 A.M.
IN BOOK 110 O+G PAGE 429
FEES $18.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soeten

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.204167% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.240833% of 8/8ths
Total Overriding Royalty Interest conveyed to Assignees	1.445% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum

applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(2) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(3) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(4) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(5) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(6) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene lori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

ATTACHED TO THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE AS ASSIGNEES

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WY-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated Jaunary 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Tust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4	108	663

ATTACHED TO THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE AS ASSIGNEES

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	McMurry Oil Company	August 19, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	McMurry Oil Company	August 18, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	671
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WY-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4	109	562

SCHEDULE 1

ATTACHED TO THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE AS ASSIGNEES

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
				Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming		
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

435

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281046

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 O+G PAGE 436
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.805617% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.361123% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	2.16674% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum

applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

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

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

1. U.S.A. Oil and Gas Lease WYW-126772
Effective Date: May 1, 1992
Original Lessee: McMurry Oil Company
Recorded Data: Book 88 of Oil and Gas at page 470

This assignment affects only the following lands:

Township 30 North, Range 109 West, 6th P.M.
Section 3: Lot 2, SW/4NE/4

2. U.S.A. Oil and Gas Lease WYW-135470
Effective Data: Segregated out of Lease WYW-126772 effective September 29, 1994
Original Lessee: McMurry Oil Company
Recording Date: Book 88 of Oil and Gas at page 470

This assignment affects only the following lands:

Township 30 North, Range 109 West, 6th P.M.
Section 13: NE/4NW/4

WRW-Greene 9ori.wpd

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281047

RECORDED Oct. 24 2000 8:00AM
IN BOOK 111a O+G PAGE 440
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	0.296875% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.059375% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	0.35625% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream

of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

The overriding royalty interests conveyed herein shall be borne solely out of that undivided 5.9375% working interest in the oil and gas lease described on Schedule 1, attached hereto, acquired by Assignor pursuant to that certain Leasehold Exchange Agreement dated January 26, 1999 and ratified by Assignor by Ratification of Leasehold Exchange Agreement dated March 19, 1999 and recorded June 16, 1999 in Book 111 of Oil and Gas at page 515 of the records of Sublette County, Wyoming.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 8ori.wpd

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AND
EDWARD M. WARNER, TRUSTEE AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

Lease Date: July 1, 1975
Lessor: Brandt M. Jensen, *et al.*
Lessee: Leonard Hay
Description:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4
W/2NE/4
Section 14: Lots 1, 2, NE/4NW/4
Section 15: Lots 1, 2
All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N, R109W, less and except the wellbores for Jensen #1 in SW/4NW/4 Section 11, Jensen #2 in SE/4SE/4 Section 11 and Jensen #3 in NE/4NW/4 Section 14, T31N-R109W.

Recording Data: Book 58 of Oil & Gas at page 626

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281048

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 Ot6 PAGE 444
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	0.050171% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.010034% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	0.060205% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum

applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 16ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Lease WYW-137342
Effective Date: July 1, 1997
Original Lessee: John P. Lockridge
Recording Data:

Lands affected by this assignment:

Township 29 North, Range 107 West, 6th P.M.
Section 1: Lots 1 (40.04), 2 (40.14), 3 (40.22), 4 (40.32),
S/2N/2, S/2
Section 2: Lots 1 (40.32), 2 (40.23), 3 (40.15), 4 (40.06),
S/2N/2, S/2
Section 3: Lots 1 (39.97), 2 (39.88),
S/2NE/4, SE/4
Section 10: NE/4, SE/4NW/4

containing 1,801.33 acres, more or less

WRW-Greene 16ori.wpd

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281049

RECORDED Oct. 24 2000 8:00 AM
IN BOOK 116 046 PAGE 448
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Assignees	Overriding Royalty Interest Conveyed Tract I	 Tract II
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.1875% of 8/8ths	1.048958% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.2375% of 8/8ths	0.209792% of 8/8ths
Total Overriding Royalties Interest conveyed to Assignees	1.425% of 8/8ths	1.25875% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible

transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 14ori.wpd

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

TRACT I

1. U.S.A. Oil and Gas Lease WYW-128704
Effective Date: March 1, 1993
Original Lessee: R. K. O'Connell
Recording Data: Book 114 of Oil and Gas at page 724

Lands affected by this assignment:

Township 31 North, Range 109 West, 6th P.M.
Section 28: Lots 1, 2 and 3
Section 29: Lots 3, 4 and 7

Portion of Bed of New Fork River riparian to Lots 1-3 of Section 28 and 3, 4, and 7 of Section 29 as more particularly described in lease containing 93.37 acres, more or less

2. U.S.A. Oil and Gas Lease WYW-116264
Effective Date: June 1, 1989
Original Lessee: R.K. O'Connell
Recording Data: Book 114 of Oil and Gas at page 717

Lands affected by this assignment:

Township 32 North, Range 109 West, 6th P.M.
Section 7: Lots 3, 4, 9 and 10

Township 32 North, Range 110 West, 6th P.M.
Section 1: Lots 1-4, S/2
Section 12: All
Section 13: All
Section 24: E/2, E/2W/2

containing 2,216.17 acres, more or less

3. U.S.A. Oil & Gas Lease WYW-116265
Effective Date: June 1, 1989
Original Lessee: C.S. O'Connell
Recording Data: Book 115 of Oil and Gas at page 9
Lands affected by this assignment:

Township 32 North, Range 109 West, 6th P.M.
Section 29: W/2

containing 320 acres, more or less

4. U.S.A. Oil & Gas Lease WYW-118165
Effective Date: December 1, 1989
Original Lessee: R.K.. O'Connell
Recording Data: Book 115 of Oil and Gas at page 1

Lands affected by this assignment:

Township 31 North, Range 109 West, 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SW/4
Section 5: Lots 1, 2, S/2NE/4, SE/4
Section 9: W/2

Township 32 North, Range 109 West, 6th P.M.
Section 28: W/2
Section 29: E/2
Section 32: All
Section 33: W/2

containing 2,558.04 acres, more or less

TRACT II

1. U.S.A. Oil & Gas Lease WYW-116265
Effective Date: June 1, 1989
Original Lessee: C. S. O'Connell
Recording Data: Book 115 of Oil and Gas at page 9
Lands affected by this assignment:

Township 32 North, Range 109 West, 6th P.M.
Section 25: All
Section 26: All
Section 27: NE/4

containing 1,440.00 acres, more or less

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281050

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 O+G PAGE 453
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweeten

Assignees	Overriding Royalty Interest Conveyed	
	Tract I	Tract II
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.25433% of 8/8ths	1.1875% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.25087% of 8/8ths	0.2375% of 8/8ths
Total Overriding Royalties Interest conveyed to Assignees	1.5052 of 8/8ths	1.425% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible

transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 15ori.wpd

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By:_____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 15ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-124073
Effective Date: May 1, 1991
Original Lessee: C.S. O'Connell
Recording Data: Book 115 of Oil and Gas at page 15

This assignment affects the above lease only as to the following lands located in Sublette County, Wyoming

TRACT I

Township 30 North, Range 109 West, 6th P.M.
Section 1: Lots 3, 4, S/2NW4, SE/4
Section 2: Lots 3, 4, S/2NW/4, SE/4

TRACT II

Township 31 North, Range 109 West, 6th P.M.
Section 28: NE/4, N/2SE/4, SE/4SE/4
Section 35: SE/4

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281051

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 046 PAGE 458
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.204167% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.240833% of 8/8ths
Total Overriding Royalties Interest conveyed to Assignees	1.445% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, su bject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible

transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 2ori.wpd

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

1. U.S.A. Oil and Gas Lease WYW-141885 (segregated out of U.S.A. Lease WYW-138524)
Effective Date: April 1, 1996
Recorded in Book _____ of Oil and Gas at Page ____
Lessee: Snyder Oil Corporation

This assignment affects Lease WYW-141885 only as to the following lands:

Township 29 North, Range 109 West, 6th P.M.
Section 18: Lots 1, 2, E/2 NW/4, SE/4

2. U.S.A. Oil and Gas Lease WYW-138524
Effective Date: April 1, 1996
Recorded in Book _____ of Oil and Gas at Page ____
Lessee: Snyder Oil Corporation

This assignment affects Lease WYW-138524 only as to the following lands:

Township 29 North, Range 109 West, 6th P.M.
Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4
Section 8: NW/4, SE/4

This assignment insofar as it covers Lease WYW-138524 is subject to the Corona Unit Agreement (WYW-138876X) dated October 21, 1996, and the Corona Unit Operating Agreement

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281052

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 O+G PAGE 462
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soeten

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.80625% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.36125% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	2.1675% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum

applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

J:\Thompson\McMurry Oil\ORI\WRW-Greene 11ori.wpd

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

1. U.S.A. Oil and Gas Lease WYW-133052
Effective Date: August 1, 1994
Original Lessee: McMurry Oil Company
Recorded: Book 97 of Oil and Gas at page 458

This assignment affects the above lease only as to the following lands located in Sublette County, Wyoming

Township 30 North, Range 107 West, 6th P.M.
Section 17: SW/4
Section 28: NE/4, SW/4
Section 34: SW/4

containing 640.00 acres, more or less

2. U.S.A. Oil and Gas Lease WYW-133051
Effective Date: August 1, 1994
Original Lessee: McMurry Oil Company
Recording Date: Book 97 of Oil and Gas at page 457

This assignment affects the above lease only as to the following lands located in Sublette County, Wyoming

Township 29 North, Range 107 West, 6th P.M.
Section 4: Lots 1, 2, S/2NE/4, SW/4
Section 5: Lots 1, 2, S/2NE/4, SW/4
Section 6: Lots 1, 2, S/2NE/4, SW/4
Section 10: SW/4NW/4

Township 30 North, Range 107 West, 6th P.M.
Section 33: NE/4, SW/4

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, with an address of P.O. Box 1363, Cheyenne, Wyoming 82003 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of those oil and gas lease(s) described on said schedule and any and all segregations, extensions or renewals thereof. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

281053

RECORDED Oct. 24 2000 8:00AM
IN BOOK 116 O-G PAGE 466
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

Assignees	Overriding Royalty Interest Conveyed
WRW Energy Co. Colorado general partnership P.O. Box 1881 Cheyenne, Wyoming 82003	1.80625% of 8/8ths
Dianne E. Greene 5905 Greene Meadows Drive Cheyenne, Wyoming 82001	0.36125% of 8/8ths
Total Overriding Royalty Interests conveyed to Assignees	2.16750% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interests herein conveyed unto the aforementioned Assignees, their respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease(s) referred to above, and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay their proportionate shares of the costs and charges for taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to Assignor by the Jonah Pipeline, which fees with respect to hydrocarbons produced after June 1, 2000, shall in no event exceed those fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000. A schedule of the gathering fees charged by Jonah Gas Gathering Company to McMurry Oil Company as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream

[redacted] [redacted] [redacted]

of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for its reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation and processing costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignees, their heirs, successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated this 29th day of May, 2000.

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
Stephen M. Thompson, Esq.
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me by Stephen M. Thompson as Attorney-in-Fact of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation, this 31st day of May, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

_____
Notary Public
Address: 1775 Sherman St., Suite 1400
Denver, CO 80203

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
FORT COLLINS CONSOLIDATED ROYALTIES, INC. AS ASSIGNOR
WRW ENERGY CO. AND DIANNE E. GREENE, AS ASSIGNEES

DESCRIPTION OF LEASE(S) AND LANDS SUBJECT TO ASSIGNMENT

U.S.A. Oil and Gas Lease WYW-133072
Effective Date: August 1, 1994
Recorded in Book 97 of Oil and Gas at Page 460

This assignment affects only

Township 29 North, Range 109 West, 6th P.M.
Section 2: SE/4

containing 160.00 acres, more or less.

470

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of October, 2000, by and between

Victor Mack and Josephine Mack, husband and wife
P.O. Box 1518
Pinedale, Wyoming 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, 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 co-jointly 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

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

281103

RECORDED Oct. 26 2000 4:00 PM
IN BOOK 110 O+G PAGE 470
FEES $ 8.00 M Lo[illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 690.02 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal Fifteen percent (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor Fifteen percent (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all

[redacted] [redacted] [redacted]

Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

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

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

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

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

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

x Victor Mack
Victor Mack

SS#

x 520 28 7503

SS#

x Josephine Mack
Josephine Mack

SS#

x 520-62-6385

SS#

STATE OF WYOMING)
) ss INDIVIDUAL NOTARY
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Victor Mack and Josephine Mack, husband and wife, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18TH day of October, 2000..

My commission expires: 5/14/02

Mary L. Lunsford
Notary Public

STATE OF _____)
) ss. INDIVIDUAL NOTARY
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person_____whose name is subscribed to the foregoing instrument and acknowledged to me that_____he_____executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____day of _____, 2000.

My commission expires:_____

_____
Notary Public

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of October, 2000, by and between

David Koerwitz and Debbie Axtell, Trustees of the C.W. Axtell Trust
P.O. Box 1229
Thermopolis, Wyoming 82443

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, 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 co-jointly 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

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

281104

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

RECORDED Oct. 26 2000 4:00 PM
IN BOOK 116 O+G PAGE 472
FEES $ 8.00 MaryL Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 690.02 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal Fifteen percent (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor Fifteen percent (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all

[redacted] [redacted] [redacted]

Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

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

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

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

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

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

x David Koerwitz
David Koerwitz, Trustee

x Debbie Axtell
Debbie Axtell, Trustee

TAX ID # 83-6002496

STATE OF WYOMING)
) ss
COUNTY OF HOT SPRINGS)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared David Koerwitz and Debbie Axtell, Trustee of the C.W. AxtellTrust, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th day of October, 2000..

My commission expires: 3-28-2004

VEVA K. VANKIRK - NOTARY PUBLIC
STATE OF WYOMING COUNTY OF HOT SPRINGS
MY COMMISSION EXPIRES 3-28-04

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person_____whose name is subscribed to the foregoing instrument and acknowledged to me that_____he_____executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____day of _____, 2000.

My commission expires:_____

_____
Notary Public

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STIPULATION AND CROSS-ASSIGNMENT OF WELLBORE INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of certain operating rights interest in and to the following described Oil and Gas Lease in Sublette County, Wyoming, to-wit:

RECORDED Oct. 30 2020 at 9:20A M
IN BOOK 116 O+G PAGE 474
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Lessor:	Bureau of Land Management
Lease Serial No.:	W-08589
Lessee:	Jean Harmon
Lease Effective Date:	October 1, 1951

281122

and

WHEREAS, the Mesa #15-8 Well (hereinafter referred to as "the Well") was drilled, completed and placed on production as a producer of oil and/or gas in the SW/4SE/4 of Section 8, Township 32 North, Range 109 West, 6th P.M., Sublette County, Wyoming embraced by lease W-08589; and

WHEREAS, ownership of operating rights interest for each of the undersigned in the wellbore of the Well varies horizontally; and

WHEREAS, the undersigned desire to make uniform the interest of each party in the wellbore for the Well.

NOW, THEREFORE, the undersigned, in consideration of Ten Dollars ($10.00), the mutual assignments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over, each party unto the other parties hereto, and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their interest in the wellbore for the Well before payout as defined in that certain Farmout and Option Agreement dated March 31, 1997, between Celsius Energy Company, (now known as Questar Exploration and Production Company) and Ultra Resources, Inc. in such a manner that the operating rights interests in said wellbore before payout are owned as follows:

		Prior to May 1, 1922	After May 1, 1922
Ultra Resources, Inc. 304 Inverness Way South, Suite 295 Englewood, CO 80112	(Ultra)	85%	42.5%
Lance Oil & Gas Company, Inc. 12200 N. Pecos Street Denver, CO 80234	(Lance)	15%	15%
Questar Exploration and Production Company 1331 Seventeenth Street Suite 800 Denver, CO 80202	(Questar)	0%	42.5%

and there is created herein for the benefit of Questar Exploration and Production Company (Questar), 1331 Seventeenth Street, Suite 800, Denver, CO 80202, a net overriding royalty interest in said wellbore in the amount of 2.20% of 8/8ths, 1.80% of 8/8ths being convertible to a net 35% wellbore working interest at the option of Questar upon payout of the Well. If said option is exercised, Questar shall retain the remaining .40% of 8/8ths overriding royalty interest after payout as a burden against the remaining 65% wellbore working interest in the percentages of Ultra 42.5%, Questar 42.5% and Lance 15%.

If Questar elects to covert a portion of its overriding royalty to a working interest in the Well upon payout, the after payout working interests will be:

Ultra Resources, Inc.	(Ultra)	27.625%
Lance Oil & Gas Company, Inc.	(Lance)	9.750%
Questar Exploration and Production Company	(Questar)	62.625%
		100.00000%

It is further understood and agreed that:

1. The overriding royalty interest reserved by Questar and set forth above shall be a proportionate burden against the wellbore interests of the Farmees under the Farmout and Option Agreement dated March 31, 1997.

2. The overriding royalty interests created by that certain Assignment of Overriding Royalty dated March 25, 1998, recorded in Book 107, page 203, from Ultra Resources, Inc. to John E. Lucken and Mary T. Lucken, Trustees of the John E. Lucken Trust UTA dated March 17, 1979, et al shall be a burden against Ultra 42.5%, Questar 42.5% and Lance 15%. Ultra is to obtain the agreement of said override owners to have their interest calculated by applying the percentages to "shallow" and "deep" ownership set forth in paragraph 3 below.

3. The above percentages were derived at by allocating 80% of production to the "shallow" ownership and 20% of the production to the "deep" ownership. All other royalties, overrides and other burdens shall be borne by the parties in the proportion that they were previously borne, taking the above allocation to "shallow" and "deep" depths into account.

4. This Stipulation and Cross-Assignment is hereby made without warranty of title, either express or implied.

5. This STIPULATION AND CROSS-ASSIGNMENT OF WELLBORE INTERESTS shall be binding upon the undersigned, and their heirs, devisees, personal representatives, successors and assigns, and may be executed in counterpart with the same effect as if all parties had executed the same instrument.

EXECUTED this 10th day of ~~August, 1999,~~ February, 2000, but effective as of date of first production from the Well.

ULTRA RESOURCES, INC.

By: _____
R.G. "Jerry" ALBERTUS, President

~~ATTEST:~~

~~By:~~ _____

LANCE OIL & GAS COMPANY, INC.

By: _____
Jeffery E. Jones, Vice President-Production

QUESTAR EXPLORATION AND PRODUCTION COMPANY

By: _____
G.L. Nordloh, President and CEO

STATE OF COLORADO)
)Ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by R.G. "Jerry" Albertus, as President of ULTRA RESOURCES, INC.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

STATE OF COLORADO)
)Ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of February, 2000, by G. L. Nordloh, as President and CEO of Questar Exploration and Production Company.

WITNESS my hand and officint seal.

My commission expires: 12/21/2001

J. C. Montoya
Notary Public

J.C. MONTOYA NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
)Ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10th day of March, 2000, by Jeffery E. Jones, as ~~President of LANCE OIL COMPANY, INC~~ Vice President-Production of Lance Oil & Gas Company, Inc.

WITNESS my hand and official seal.

My commission expires: 4/3/2000

E. June Todd
Notary Public

NOTARY PUBLIC E. JUNE TODD STATE OF COLORADO

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT, WHEREAS, AZTEC ENERGY CORPORATION, 7801 Broadway, Suite 200, San Antonio, Texas 78209 ("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 (the "Leases") covering the lands (the "Lands") described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Assignor desires to assign to STARWOOD, INC., a Texas corporation, P O Box 1830, Frisco, Colorado, 80443 ("Assignee"), the herein described overriding royalty interests attributable to production from the Lands covered by the Leases;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER and CONVEY to Assignee the following described overriding royalty interests attributable to all of the oil, gas and liquid hydrocarbons that may be produced, saved and sold from the Lands covered by the Leases in the following amounts:

3.333333% of 8/8ths of the oil, gas and liquid hydrocarbons produced, saved and sold from the Lands covered by the Leases described on Exhibit "A"

Said overriding royalty interests shall be delivered free of cost or expense of development or operations, although said overriding royalty interests shall bear their proportionate share of any local, county, state, federal and any other applicable taxes on production.

The overriding royalty interests conveyed are subject, however, to the following:

1. The terms, provisions, conditions and limitations contained in the Leases as they effect the Lands covered thereby;

2. If any Leases cover less than the entire fee simple estate in the oil, gas and liquid hydrocarbons in and under the Lands covered thereby, then the overriding royalties shall be reduced proportionately;

281132

RECORDED Oct. 30 2000 2:25pM
IN BOOK 116 OTG PAGE 476
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

3. If any pooling or unitization should be authorized under the terms of the Leases, or any of them, then any pool or unit created by the lease owner under the authorizations contained therein shall be binding also upon these overriding royalties, and shall effect a pooling or unitization thereof;

4. Any development of lease premises and the continuation of the Leases shall be solely in the discretion of the lease owner, and no obligation with regard thereto shall exist by reason of these overriding royalties. The Leases, or any of them, may be released by the owner in accordance with the terms therein; and

8. These overriding royalty interests shall attach to and encumber any extensions or renewals of any of the Leases, which extensions or renewals are entered into between the lessors thereunder, their successors, heirs or assigns, and Assignor (including Assignor's principals, affiliates, or entities controlled directly or indirectly by Assignor), its successors and assigns.

TO HAVE AND HOLD unto the Assignee, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

EXECUTED this 26 day of October, 2000, but effective as of October 24, 2000.

ASSIGNOR

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 26th day of October, 2000, by Dan C. Perry, as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC, State of Texas

(Printed Notary Name)

SYLVIA N. GUTIERREZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 09-30-2004

EXHIBIT "A"
to that Assignment of Overriding Royalty Interests
from Aztec Energy Corporation to Starwood, Inc.

A.
Date: 8/23/00
Lessor: Grindstone Cattle Co. and Marguerite M. Miller, Indiv.
and as Personal Representative o/e/o James M. Miller, dec'd
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 366
Lands: Tract 1: T-31-N, R-110-W
Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4
Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4
Tract 2: T-31-N, R-111-W
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2
totaling 1,532.95 acres, more or less, including accretion and riparian rights thereto.

B.
Date: 8/23/00
Lessor: Matthew D. Miller and Lisa R. Miller
Lessee: Aztec Energy Corporation
Record: Bk. , P.
Lands: same as Lease A. above

C.
Date: 8/23/00
Lessor: Robert M. Miller, Indiv. and as Personal Representative o/e/o
Mildred M. Miller, dec'd, and Robert M. Miller and Tara L. Miller
Lessee: Aztec Energy Corporation
Record: Bk. 116, P.372
Lands: same as Lease A. above

D.
Date: 8/23/00
Lessor: Patricia M. Roberts and Shad Z. Roberts
Lessee: Aztec Energy Corporation
Record: Bk. , P.
Lands: same as Lease A. above

[redacted] [redacted] [redacted]

E.
Date: 8/23/00
Lessor: Kathleen A. Miller
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 408
Lands: same as Lease A. above

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

For a valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged for all purposes, AUTRY C. STEPHENS, whose address is 110 North Marienfeld, Suite 200, Midland, Texas 79701 (hereinafter collectively called "Assignor") does hereby grant, convey, bargain, sell, assign, and set over unto ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership, with offices at 110 North Marienfeld, Suite 200, Midland, Texas 79701 (hereinafter called "Assignee"):

(1) All of Assignor's right, title, and interest in and to those certain oil and gas leases; oil, gas, and mineral leases; oil and gas leasehold interests; mineral fee interests; royalty interests; non-participating royalty interests; mineral estate interests; overriding royalty interests; production payments; net profits interests; servitudes; easements; rights of way; surface leases; licenses, permits, and surface fee interests described more fully in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Property Interests"), such Property Interests being subject to the valid and subsisting conditions, limitations, revenue burdens, reversionary interests, liens and encumbrances shown of record in Sublette County, Wyoming, as affecting or covering such Property Interests, and such Property Interests being further subject to all valid and subsisting contracts, operating agreements, pooling agreements, pooling designations, and unit agreements affecting or covering the Property Interests.

(2) All of Assignor's right, title, and interest, to the extent they are situated upon, appurtenant to, or used in connection with the Property Interests, in and to all wells, casing, tubing, pumps, pump jacks, flow lines, gas lines, water lines, production facilities, storage facilities, heaters, treating equipment, separators, tanks, tank batteries, injection wells, disposal wells, water wells, field offices, warehouses, pipe yards, buildings, power lines, telecommunication lines, compressors, valves, pipelines, generators, saltwater or waste water disposal facilities, meters, wellheads, tubular goods, and all other materials, equipment, machinery, structures, personalty and fixtures of any and every kind, subject to all valid and subsisting security interests, liens and encumbrances shown of record, as affecting or covering such items.

(3) All of Assignor's right, title, and interest, to the extent they relate to, cover, or are appurtenant to the Property Interests, in and to all valid and subsisting contracts, operating agreements, processing agreements, treating agreements, equipment leases, agreements for the sale of oil, gas, and/or casinghead gas, transportation agreements, gathering agreements, power supply agreements, pooling agreements, pooling designations, unit agreements, and area of mutual interest agreements.

TO HAVE AND TO HOLD the Property Interests and the other rights, titles, property, and interests herein sold, conveyed and assigned to Assignee (hereinafter collectively referred to as the "Assigned Interests"), unto Assignee, its successors and assigns, forever; and Assignor does hereby warrant and covenant to forever defend title to the Property Interests unto Assignee, its successors and assigns against every person lawfully claiming or to claim such Property Interests, by, through, and under Assignor but not otherwise.

Except as to Assignor's special warranty of title with respect to the Property Interests set forth in the immediately preceding paragraph, this Assignment, Conveyance, and Bill of Sale is

281160

RECORDED Dec. 2 2000 2:30PM
IN BOOK 111 016 PAGE 480
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

made and delivered without warranty of title, express or implied, as to the Assigned Interests, and Assignor makes no warranties in other respects, express or implied, with respect to the Assigned Interests. With respect to those items of property comprising a part of the Assigned Interests consisting of tangible personal property or fixtures, it is understood and agreed that this sale, conveyance, and assignment thereof to Assignee is being made on an "**AS IS, WHERE IS**" basis "**WITH ALL FAULTS.**" **FURTHERMORE, WITH RESPECT TOT HE PORTION OF THE ASSIGNED INTERESTS COMPRISED OF TANGIBLE PERSONAL PROPERTY AND FIXTURES, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO SAMPLES OR MODELS.**

As part of the consideration for this Assignment, Conveyance, and Bill of Sale, Assignee expressly assumes and agrees to perform all valid and subsisting obligations of Assignor existing on or accruing after the effective date hereof under or with respect to the Assigned Interests. This Assignment, Conveyance, and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by others in respect of the Assigned Interests, or any part thereof.

This Assignment, Conveyance, and Bill of Sale is executed by Assignor and Assignee this 11th day of October, 2000, to be effective for all purposes as of August 1, 2000, at 7:00 a.m. Central Time.

ASSIGNOR

Autry C. Stephens

ASSIGNEE

ENDEAVOR ENERGY RESOURCES, L.P.,
a Texas limited partnership

By: ENDEAVOR PETROLEUM, LLC, as General Partner

By: _____
Autry C. Stephens, as Sole Member

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 11th day of October, 2000, by Autry C. Stephens.

BOBBIE WARD
MY COMMISSION EXPIRES
August 22, 2001

_____
Notary Public, State of Texas
Printed Name: BOBBIE WARD
MyCommissionExpires: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 11th day of October, 2000, by Autry C. Stephens, as Sole Member of Endeavor Petroleum, LC, a Texas limited liability company, such limited liability company acting in its capacity as General Partner of Endeavor Resources, L.P., a Texas limited partnership, on behalf of said limited partnership.

BOBBIE WARD
MY COMMISSION EXPIRES
August 22, 2001

Bobbie Ward
Notary Public, State of Texas
Printed Name: BOBBIE WARD
MyCommissionExpires:

EXHIBIT "A"

Attached to Assignment, Conveyance, and Bill of Sale
dated October 11, 2000, but effective for all purposes
as of August 1, 2000, by and between Autry C. Stephens,
as Assignor, and Endeavor Energy Resources, L.P.,
a Texas limited partnership, as Assignee,
covering properties located in
Sublette County, Wyoming

1. Federal, Bird Canyon 3-14, ACS No. 102380

Oil and Gas Lease dated June 1, 1976, executed by USA W-54913, as Lessor, to Rainbow Resources, Inc., as Lessee, recorded in Book 54, Page 375, Oil & Gas Lease Records of Sublette County, Wyoming, insofar as said lease covers Township 27 North, Range 112 West, Section 14: S/2, limited in depth from the surface to the stratigraphic equivalent of the total depth drilled in the Federal #2-23 well, at approximately 8,693 feet, located in the northwest quarter (NW/4) of Section 23, Township 27 North, Range 112 West.

SUBJECT TO AND LIMITED BY THE FOLLOWING:

The conveyance of the foregoing interest is subject to all existing and effective recorded and unrecorded agreements, whether listed here or not. Depth limitation: limited in depth to the Mission Canyon Formation only.

2. Federal, Bird Canyon 2-23, ACS No. 1409

Oil and Gas Lease dated April 1, 1977, executed by USA W-58384, as Lessor, to R. W. Robbins, as Lessee, recording information n/a, insofar as the lease covers the NE/4 of Section 23, T 27 N, R 112 W, Sublette County, Wyoming; and

Oil and Gas Lease dated June 1, 1976, executed by USA W-54914, as Lessor, to Rainbow Resources, Inc., as Lessee, recorded in Book 54, Page 368, Oil & Gas Lease Records of Sublette County, Wyoming, insofar as said lease covers the NW/4 of Section 23, T 27 N, R 112 W, Sublette County, Wyoming.

SUBJECT TO AND LIMITED BY THE FOLLOWING:

The conveyance of the foregoing interests is subject to all existing and effective recorded and unrecorded agreements whether listed here or not. (1) Communitization Agreement dated April 13, 1978, covering the N/2 of Section 23. (2) Farmout Agreement dated March 30, 1977, by and between Farmland International Energy Co., et al., as Farmors, and Apache Corp., as Farmee. (3) Farmout Agreement dated June 16, 1977, by and between Trigood Oil Company, as Farmor, and Apache Corp., as Farmee. (4) Participation Agreement dated October 16, 1977, by and between Apache Corp. and Dome Petroleum Corp.

TATLOCK'S, INC.
majestic bldg AM 6-1841
denver 2, colorado

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

M-R-69/W

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. W-01425

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, ADAH G. MACAULEY TRUST PARTNERSHIP by virtue of an agreement or assignment dated the 30th day of June, 19 79, between ADAH G. MACAULEY TRUST PARTNERSHIP and ADAH G. MACAULEY, and recorded in the Office of the County Clerk of the County of Sublette, State of Wyoming, is the owner of an overriding royalty of 5/6ths of 1 per cent (.83333%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 27 NORTH, RANGE 113 WEST, 6th P.M.

Section 7: E½W½, Lots 1, 2, 3 & 4
Section 18: E½W½, Lots 1, 2, 3 & 4
Section 19: E½W½, Lots 1, 2, 3 & 4, E¼

Containing 1,252.96 acres, more or less.

Acquired by instrument recorded in Book 58 O&G, Page 284.

281167

RECORDED Nov. 2 2000 9:45a M
IN BOOK 116 O+G PAGE 484
FEES $ 8.00 Mary L. Goodrich CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Cheyenne, Wyoming Land Office Serial No. W-01425

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 DOLLARS ($ 10.00) and other goods and valuable considerations in hand paid by ADAH G. PANTALEO FAMILY PARTNERSHIP, LLP of P. O. Box 1181 Englewood, CO 80150-1181, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by ADAH G. MACAULEY TRUST PARTNERSHIP, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee all it's Right Title & Interest (100%) of the aforementioned overriding royalty, and being 5/6ths of one per cent (.833333%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, its ~~XXXX~~ heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 30th day of October, ~~XX~~2000.

WITNESS:

ADAH G. MACAULEY TRUST PARTNERSHIP

Linden P. Macauley, Trustee

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of October, 2000, personally appeared Linden P. Macauley, Trustee of the ADAH G. MACAULEY TRUST PARTNERSHIP

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Adah G. Macauley Trust Partnership.

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

My Commission Expires April 2, 2002

Ruth H. Rohleder
Notary Public.

RUTH H. ROHLEDER NOTARY PUBLIC STATE OF COLORADO

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

State of }
County of Weld } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

Notary Public.

(SEAL)

My Commission expires

No. W-01425

FROM

ADAH G. MACAULEY TRUST PARTNERSHIP

TO

ADAH G. PANTALEO FAMILY PARTNERSHIP, LLP

Dated October 30, 2000

No. Acres 1,252.96 M/L

Sublette County, Wyoming

Term Producing

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
L. P. Macauley
P.O. Box 1181
Englewood, CO 80150-1181

TATLOCK'S, INC.
majestic bldg. AM 6-1681
denver 2, colorado

M-R-76/W

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming **LAND OFFICE**
SERIAL NO. Evanston 025949

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, ADAH G. MACAULEY TRUST PARTNERSHIP **by virtue of an agreement or assignment dated the** 30th **day of** June, 19 79, **between** ADAH G. MACAULEY **and** ADAH G. MACAULEY TRUST PARTNERSHIP, **and recorded in the Office of the County Clerk of the County of** Sublette, **State of** Wyoming, **is the owner of an overriding royalty of** 27/32 of 1 **per cent (**.84375 %**) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of** Sublette, **State of** Wyoming, **to-wit:**

TOWNSHIP 27 NORTH, RANGE 114 WEST, 6th P.M.

Section 12: E½, E½SW¼, SE¼NW¼
Section 13: W½, W½E½

Containing 920 acres, more or less.

Acquired by instrument recorded in Book 58 O&G, Page 286.

281168

RECORDED Nov. 2 2000 3:45pM
IN BOOK 116 O+G PAGE 486
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zucker

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Cheyenne, Wyoming **Land Office Serial No.** Evanston 025949

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 DOLLARS ($ 10.00) **and other goods and valuable considerations in hand paid by** ADAH G. PANTALEO FAMILY PARTNERSHIP, LLP **of** P.O. Box 1181 Englewood, CO 80150-1181, **hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by** ADAH G. MACAULEY TRUST PARTNERSHIP, **hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee** all it's Right Title & Interest (100%) **of the aforementioned overriding royalty, and being** 27/32 **of** one **per cent (**.84375 %**) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the [illegible] lease issued, or which may be issued, pursuant to the application hereinabove mentioned.**

TO HAVE AND TO HOLD unto Assignee, it's **heirs, personal representatives, successors, and assigns, subject, however, to the terms and conditions of the aforementioned agreement and/or assignment.**

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it **is the lawful owner of the interest hereby transferred and assigned; that** it **has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that** it **will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.**

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 30th **day of** October, **xx** 2000

WITNESS:

ADAH G. MACAULEY TRUST PARTNERSHIP

Linden P. Macauley, Trustee

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of October, ~~19~~ 2000, personally appeared Linden P. Macauley, Trustee of the ADAH G. MACAULEY TRUST PARTNERSHIP

XX
and

_____, to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. and as the voluntary act and deed of said Adah G. Macauley Trust Partnership.

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

My Commission Expires April 2, 2002

Ruth H. Rohleder
Ruth H. Rohleder Notary Public.

RUTH H. ROHLEDER NOTARY PUBLIC STATE OF COLORADO

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19....., personally appeared _____

_____

and _____

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

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

My Commission Expires.....
Notary Public.

State of ~~Sdtte~~ Sublette
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this.....day of....., A. D. 19.....

(SEAL)
Notary Public.

My Commission expires.....

No. Evanston 02594

FROM
Adah G. Macauley Trust Partnership

TO
Adah G. Pantaleo Family Partnership,LLP

Dated October 30, 2000

No. Acres 920 M/L

Sublette County, Wyoming

Term Producing

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
L. P. Macauley
P.O. Box 1181
Englewood, CO 80150-1181

488

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 23rd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED, ROBERT M. MILLER AND TARA L. MILLER, H/W, KATHLEEN A. MILLER, SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, H/W, AND MATTHEW D. MILLER AND LISA R. MILLER, H/W, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a two year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

Grindstone Cattle Co.
a Wyoming corporation

By: _____
Marguerite M. Miller

Its: _____ (title)

Date: _____

281260

RECORDED: Nov. 3 2000 4:45 PM
IN BOOK 116 OG PAGE 488
FEES $ 16.00 Mary Lou [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

_____
Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: _____

[redacted] [redacted] [redacted]

Robert M. Miller, Individually
and as Personal Representative of
the Estate of Mildred M. Miller, Deceased

Date:_____

Robert M. Miller and Tara L. Miller,
husband and wife

Date:_____

Kathleen A. Miller

Date:_____

Shad Z. Roberts and Patricia M. Roberts,
husband and wife

Date:_____

Matthew D. Miller and Lisa R. Miller,
husband and wife

Date: 10/24/00

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he (or she or they) is the _____ of Grindstone Cattle Co., a Wyoming 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Robert M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

[redacted] [redacted] [redacted]

STATE OF WYOMING §§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF ~~WYOMING~~ Florida §§
COUNTY OF Brevard §

On this 24 day of October, 2000, before me, Notary Public, personally appeared Matthew & Lisa Miller to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Mary Ellen Dremak
Notary Public, State of ~~Wyoming~~ Florida

4

MARY ELLEN DREMAK
MY COMMISSION # CC 722950
EXPIRES: 04/22/2002
1-800-3-NOTARY Fla. Notary Services & Bonding

492

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ___ day of _____, 2000, before me appeared Dan C. Perry, to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Aztec Energy Corporation, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dan C. Perry acknowledged that said instrument is the free act and deed of said corporation.

_____
Notary Public, State of Wyoming

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease from Grindstone Cattle Co., et al., as Lessor, and Aztec Energy Corporation, a Utah corporation, as Lessee.

LEGAL DESCRIPTION OF 1532.95 ACRES OF LAND DESCRIBED IN TWO SEPARATE TRACTS OF 652.95 ACRES AND 880.00 ACRES IN SUBLETTE COUNTY, WYOMING

Tract 1:

652.95 acres of land in Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4

Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4

Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4

Section 20: NW/4NE/4, NE/4NW/4

Tract 2:

880.00 acres of land in Township 31 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 11: S/2NE/4, SE/4

Section 12: S/2N/2, S/2

Section 13: N/2N/2

including all accretion and riparian rights thereto.

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratifies, adopts and confirms in all respects that certain Oil and Gas Lease dated the 6th day of August, 2000, recorded in Book 116 O&G, Page 12, in the records of Sublette County, Wyoming, between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood Brown, and James Avery Greenwood, as Lessors, and Contex Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to-wit:

TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M.

Section 20: S2SE
Section 21: SWSW, E2SW, SE
Section 22: W2SW
Section 27: W2NW, SW, W2SE, SESE
Section 28: All
Section 29: NE, S2
Section 30: Lots 3, 4, E2SW, N2SE
Section 32: N2N2
Section 33: N2N2
Section 34: NWNE

TOWNSHIP 32 NORTH, RANGE 114 WEST, 6th P.M.

Section 14: NENE

and does hereby grant, lease and let the above described land in said Lease unto the above named Lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said Lease, and said Lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as Lessor; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

The undersigned hereby agrees and declares that said Oil and Gas Lease in all of its terms and provisions is binding upon us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14 day of September, 2000.

281264

RECORDED Nov. 6 2000 9:00AM
IN BOOK 116 O&G PAGE 494
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Greenwood and Company, a Wyoming partnership

By: Tharon Greenwood
Title: General Partner
Tax ID# 83-0302604

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Sublette

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Tharon Greenwood, to me known to be the identical person described in and who executed the foregoing instrument of writing and acknowledged to me that She duly executed the same as her free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and seal of office, this the 14th day of September, 2000.

My Commission Expires: 12-2-2002

DARLA J. HUNTER NOTARY PUBLIC SUBLETTE COUNTY, WYOMING My Commission Expires

Darla J. Hunter
Notary Public:
Address:

[redacted] [redacted] [redacted]

ASSIGNMENT OF INTEREST IN OIL WELLS

I, JACQUELINE EASTLICK, (formerly known as JACQUELINE VISCONTI) a single woman, hereby assign all of my right, title and interest in and to certain Oil Wells and the Oil produced therefrom to GENA M. LAW, a married woman, as her separate property.

The said certain Oil Wells, are located on real property situate in the County of SUBLETTE, State of Wyoming, as more particularly described in Exhibit A, attached hereto and made a part hereof.

Effective upon the signing of this Agreement, the Assignee shall have the right to receive from the Oil Wells the shares of profits or other compensation to which the Assignor would otherwise be entitled, and the right to the return from the Oil Wells of the contribution of the Assignor to the capital of the Oil Wells.

In Witness Whereof, this instrument was executed the 5 day of September, 2000.

Jacqueline Eastlick
Jacqueline Eastlick
(Formerly Known as Jacqueline Visconti)

ACCEPTANCE

I hereby accept the above described assignment.

Dated: September 5, 2000.

Gena M. Law
Gena M. Law

281282

RECORDED Oct. 7 2000 4:30 PM
IN BOOK 116 OR PAGE 495
FEES $ 12.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

State of California)
)
County of Fresno)

On September 5, 2000, before me, Christine B. Barile personally appeared Jacqueline Eastlick (formerly known as Jacqueline Vidovich),

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

CHRISTINE B. BARILE
COMM. #1198620
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
My Comm. Expires Nov. 12, 2002

Christine B Barile
Notary Public, State of California

(Notary Seal)

[redacted] EXHI[redacted] [redacted]

NAME: TIP TOP UNIT A TR 35 A

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 8, SW/4 NW/4, SW/4 AND SW/4 SE/4
CONTAINING 270.31 ACRES, MORE OR LESS

NAME: TIP TOP UNIT A TR 37

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: E/2 SE/4
SECTION 12: S/2 NW/4 AND E/2 SW/4
SECTION 13: NE/4 AND E/2 SE/4
TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 31: SE/4 SW/4 AND SW/4 SE/4
CONTAINING 560.00 ACRES, MORE OR LESS

NAME: TIP TOP UT MUDDY A TR 37

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: LOTS 13 AND 20

NAME: TIP TOP UNIT B TR 35A

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 7 AND SE/4 NW/4
CONTAINING 70.45 ACRES, MORE OR LESS

NAME: TIP TOP UNIT B TR 37

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495)
SECTION 18: SW/4 SE/4 AND LOTS 5 THRU 18 AND SE/4 SE/4 SECTION
T29N-R113W

NAME: M L JUSTHEIM WELL 65-18

LEGAL DESCRIPTION
TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495)
SECTION 18: W/2 SE/4 AND LOTS 5 THRU 18, INCLUSIVE

Division Order Name : TIP TOP A T44X-12G (MUDDY)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
SECTION 2: E/2 SE/4
SECTION 12: S/2 NW/4 AND E/2 SW/4
SECTION 13: NE/4 AND E/2 SE/4
TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 31: SE/4 SW/4 AND SW/4 SE/4
CONTAINING 560.00 ACRES, MORE OR LESS

[redacted] [redacted] [redacted]

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of October, 2000, by and between

Theodore Murphy and M. Kathryn Murphy, husband and wife
508 South 10th Avenue
Bozeman, Montana 59715

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, 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 co-jointly 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 being situated in the

County of Sublette, State of Wyoming, and being described as follows, to-wit: 281297

RECORDED Nov. 9 2000 4:25 PM
IN BOOK 111 O&G PAGE 499
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 690.02 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal Fifteen percent (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor Fifteen percent (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of Fifteen percent (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or

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

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

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

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

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

x Theodore Murphy
Theodore Murphy

SS#

x 520-05-5906

SS#

x M. Kathryn Murphy
M. Kathryn Murphy

SS#

x 517-50-2537

SS#

STATE OF MONTANA)
) ss INDIVIDUAL NOTARY
COUNTY OF Gallatin)

BEFORE ME, the undersigned authority, on this day personally appeared Theodore Murphy and M. Kathryn Murphy, husband and wife, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th day of October, 2000..

My commission expires: 8/15/01

DEANNE J. LAMBRECHT NOTARIAL SEAL STATE OF MONTANA

Notary Public Deanne Joy Lambrecht

STATE OF _____)
) ss. INDIVIDUAL NOTARY
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person_____whose name is subscribed to the foregoing instrument and acknowledged to me that_____he_____executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____day of _____, 2000.

My commission expires:_____

Notary Public

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Non-producing properties)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of the Effective Date (defined herein) and is entered into by and among GREEN RIVER PETROLEUM (USA), INC. ("Assignor"), a WYOMING corporation, whose address is Suite 1320, 925 West Georgia Street, Vancouver, British Columbiaa, Canada V6C 3L2, and WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY ("Assignee"), a Delaware corporation whose address is One Williams Center, Tulsa, Oklahoma 74172.

W I T N E S S E T H:

WHEREAS, Assignor desires to sell, transfer and assign the Assets (as hereinafter defined), and Assignee desires to purchase the Assets all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, Assignor hereby sells, transfers, assigns and delivers unto Assignee, all of the Assets.

2. **Definitions.** For purposes of this Agreement, the following terms shall be defined as follows:

"Assets" means all of the rights, titles and interests of Assignor in and to Leases and the Property Records.

"Leases" means all of the rights, titles and interests of Assignor in and to (i) the oil, gas and/or mineral deeds, leases and/or subleases, royalties, overriding royalties, leasehold interests, mineral servitudes, production payments and net profits interests, fee mineral interests, surface estates, fee estates, fee royalty interests and all other rights, privileges and interests in such oil, gas and other minerals (and the production thereof), which are described in Exhibit "A" attached hereto and made a part hereof).

"Property Records" means, collectively, (i) the lease files, division order files, contract files, title opinions, maps, surveys, electric logs, seismic records, geological and geophysical data, and all other technical data, all contracts with third parties, together with all other files, documents and records of Assignor related to the Assets (to the extent Assignor has the right to deliver such documents), other than documents subject to the attorney-client privilege; and (ii) copies of accounting and tax records of Assignor (and its predecessors) pertaining to the Assets. The foregoing specifically shall not include any data or documents which (i) Assignor considers to be proprietary or confidential to it and which is not relevant for the ownership or operation of the Assets

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RECORDED Jan. 13 2000 10:20AM
IN BOOK 116 OTG PAGE 501
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachau

after the date hereof, (ii) is not related to the Assets, or (iii) which Assignor cannot legally provide to a third party without breaching confidentiality agreements (or other agreements with similar effect) with other parties.

3. **No Warranties.** THIS AGREEMENT AND THE ASSIGNMENTS AND TRANSFERS MADE HEREUNDER ARE MADE WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, ALL REPRESENTATIONS AND WARRANTIES BEING EXPRESSLY DISCLAIMED EXCEPT THAT SELLER WARRANTS AND AGREES TO DEFEND TITLE TO THE PROPERTIES AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER ASSIGNOR BUT NOT OTHERWISE. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

4. **Assumption by Assignee.** As of the Effective Date hereof, Assignee assumes, and agrees to timely pay, perform, and be solely and absolutely responsible for all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets and hereby releases, indemnifies and agrees to hold Assignor harmless from and against any and all claims, actions, liabilities, losses, damages, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Assets subsequent to the Effective Date. In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that matters arising out of or otherwise relating to the ownership and/or operation of the Assets (which are to be assumed by Assignee) shall include all matters arising out of the condition of the Assets on the Effective Date to restore the surface of the Assets and to comply with, or to bring the Assets into compliance with, applicable environmental laws including all liability and expense for any restoration, clean-up, disposal, or removal that may be incurred as a result of the existence or discovery of hazardous substances or other deleterious substances in, on, or under the Assets, and the assumptions, and indemnifications by Assignee set forth in this paragraph shall expressly cover and include such matters. **THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING WITHOUT LIMITATION SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE) OF ASSIGNOR OR ANY PARTY OR ENTITY AFFILIATED WITH ASSIGNOR, OR (ii) STRICT LIABILITY.**

5. **Entire Agreement.** This Agreement sets forth the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

6. **Counterparts.** This Agreement may be executed in several counterparts, all of which are identical. All such counterparts together shall constitute one and the same instrument.

7. **Recordation.** Assignee shall properly execute, acknowledge, and file this instrument of record immediately upon receipt thereof, and will furnish to Assignor the recording

[redacted] [redacted] [redacted]

data promptly after Assignee receives such recorded instrument from the clerk in each county in which this instrument is recorded.

8. **Date of Agreement.** This Agreement shall be effective as of 7:00 a.m., local time at the location of the Assets, on July 1, 2000 (the "Effective Date").

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed on the dates shown in the acknowledgment hereto but shall nevertheless be effective on the Effective Date.

"Assignor":

GREEN RIVER PETROLEUM (USA) INC.

By: _____
Print Name: Dennis Sievers
Title: President
Date: Sept 05/00

"Assignee":

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

SG Legal

By: _____
Print Name: J. D. Barnes
Title: Attorney-in-fact
Date: October 18, 2000

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

Before me, the undersigned authority, on this day personally appeared, J. D. Barnes known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of **Williams Production Rocky Mountain Company**, and knowledged to me that **he/she** executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Witness my hand and official seal on this 18th day of Oct., 2000

My Commission Expires:

7/17/2001

Susan A. Tyler
Notary Public
Susan A. Tyler

Attest: _____

ACKNOWLEDGEMENT

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

Before me, the undersigned authority, on this day personally appeared **Donald A. Sharpe** known to me to be the person whose name is subscribed to the foregoing instrument as **President** of **Green River (USA) Inc.**, and acknowledged to that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the voluntary act and deed of said corporation.

Witness my hand and official seal on this 25th day of October, 2000.

My Commission Expires:

N/A

P. Var
Notary Public

PEEYUSH K. VARSHNEY
BARRISTER & SOLICITOR
SUITE 1304, 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

EXHIBIT "A" - LEASES

Attached to and made a part of that certain Assignment and Assumption Agreement dated effective July 1, 2000, by and between Green River Petroleum (USA) Inc., Assignor, and Williams Production Rocky Mountain Company, Assignee, covering the following lands situated in Sublette County, Wyoming, to-wit:

LESSOR	LEASE DATE	EXP DATE	DESCRIPTION	OWNED	CONVEYED	RETAINED
WYW-125139	9/1/1991	8/31/2001	Township 31 North, Range 109 West Sec. 19: Lots 1-12, E/2 Sec. 29: W/2 NE/4, W/2 Sec. 30: E/2	17.00%	17.00%	0.00%
WYW-125138	9/1/1991	8/31/2001	Township 31 North, Range 109 West Sec. 20: N/2, SW/4, N/2 SE/4, SW/4 SE/4	17.00%	17.00%	0.00%
W-118166	12/1/1989	11/30/1999	Township 31 North, Range 109 West Sec. 17: All Sec. 28: E/2 W/2, NW/4 SW/4, SW/4 SE/4 Sec. 5: Lots 3, 4, S/2 NW/4, SW/4 Sec. 6: Lots 1-14, S/2 NE/4, SE/4 Sec. 8: All	15.00%	15.00%	0.00%
WYW-143046	10/1/1997	9/30/2007	Township 31 North, Range 109 West Sec. 4: Lots 1, 2, S/2 NE/4, SE Sec. 9: N/2 NE/4, SW/4 NE/4, NW/4 SE/4, SE/4 NE/4, NE/4 SE/4, EXCLUDING 4 AC IN RSVR ROW WYW-020645 Sec. 21: Lots 2, 6, 9, SW/4 NW/4, NE/4 SE/4, S/2 SE/4, Lot 3, NW/4 NW/4, EXCLUDING 3 AC IN RSVR ROW WYW-020645 AND RSVR ROW WYW-02438 Sec. 22: SW/4 Sec. 27: W/2 NE/4, W/2, SE/4 Sec. 34: N/2, E/2 SW/4, SE/4	17.00%	17.00%	0.00%

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EXHIBIT "A" - LEASES

Attached to and made a part of that certain Assignment and Assumption Agreement dated effective July 1, 2000, by and between Green River Petroleum (USA) Inc., Assignor, and Williams Production Rocky Mountain Company, Assignee, covering the following lands situated in Sublette County, Wyoming, to-wit:

LESSOR	LEASE DATE	EXP DATE	DESCRIPTION	OWNED	CONVEYED	RETAINED
WYW-088580	11/1/1984	10/31/1994	Township 31 North, Range 109 West Sec. 30: Lots 1-12 Sec. 31: Lots 1-12, E/2	17.00%	17.00%	0.00%
WYW-124623	7/1/1991	6/30/2001	Township 31 North, Range 109 West Sec. 32: Lot 5, SW/4 NE/4, W/2, W/2 SE/4 Sec. 33: Lots 4, 7, E/2, E/2 NW/4	17.00%	17.00%	0.00%
WYW-142680	9/1/1991	8/31/2001	Township 31 North, Range 109 West Sec. 7: Lots 1-12, W/2 SE/4, SE/4 SE/4 Sec. 18: Lots 1-12, E/2	17.00%	17.00%	0.00%
ST WY 97-00188	4/2/1997	4/2/2002	Township 31 North, Range 109 West Sec. 16: Lots 1-6, W/2 NE/4, W/2, NW/4 SE/4	17.00%	17.00%	0.00%

506

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00409 **Assignment Approval Date -** AUG 23 2000

ASSIGNOR, with name and address at,

Jas. O. Breene, Jr.
1700 Broadway, Suite 1219
Denver, CO 80290-1295

being the owner of 100.00 **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

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

1) ASSIGNEE, with name and address at:

Winona Oil Company
1700 Broadway, Suite 1219
Denver, CO 80290-1295

100.00 **percent interest in the total leasehold, or as described in particular above.**

2) ASSIGNEE, with name and address at:

281318

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IN BOOK 116 Q46 PAGE 507
FEES $ PD Mary Lou Hall CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaton

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, None

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

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

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

Page 1 *of* 1 *of Lease #* 99-00409 *assignment dated* 5/18/2000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 18th **day of** May **19** 2000.

ASSIGNOR - Jas. O. Breene, Jr.	**Assignee (1) -** Winona Oil Company
By - Jas O. Breene	**By -** Jas O. Breene
Title -	**Title -** President
Attest -	**Attest -** Secretary/Treasurer
Assignee (2) -	**Assignee (3) -**

STATE OF COLORADO)
COUNTY OF DENVER)

On the 18th day of May, 2000, personally appeared before me Jas. O. Breene, signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 18th day of May, 2000.

My Commission Expires:
September 30, 2000

Gary T. Potter - Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

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

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

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

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

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

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

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

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

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

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

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Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00409 **Assignment Approval Date -** AUG 23 2000

ASSIGNOR, with name and address at,

Winona Oil Company
1700 Broadway, Suite 1219
Denver, CO 80290-1295

being the owner of 100.00 **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

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

1) ASSIGNEE, with name and address at:

Tom Brown, Inc.
555 17th Street, Suite 1850
Denver, CO 80202

100.00 **percent interest in the total leasehold, or as described in particular above.**

RECORDED Oct. 13 2000 11:25 AM
IN BOOK 116 O&G PAGE 509
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton CLERK

281319

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

and reserving unto ASSIGNOR, 2 1/3% of 8/8ths

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

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

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

Page 1 *of* 1 *of Lease #* 99-00409 *assignment dated* 5/18/2000

510

SIGNED AS TO TRANSFER AND ACCEPTANCE this 18th **day of** May **19** 2000.

ASSIGNOR - Winona Oil Company	**Assignee (1) -** Tom Brown, Inc.
By - James O. Breene	**By -** Rodney G. Mellott
Title - President	**Title -** Rodney G. Mellott ~~Vice President Land~~
Attest - Secretary/Treasurer	**Attest -** Bruce R. DeBoer, Secretary

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of **Tom Brown, Inc.** on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public in and for the
State of Colorado

returned unapproved.

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

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

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

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

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

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

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

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

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

00 JUL 15 AM 9 51

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.	**WYW-130247**
Lease Effective Date (Anniversary Date)	**September 1, 1993**
New Lease Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Tom Brown Inc.**
   Street **555 17th Street, Suite 1850**
   City, State, ZIP Code **Denver, Colorado 80202-3918**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe 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 13: S/2 Sublette County, Wyoming Containing 320.00 acres **281320**	100.00%	100.00%	0.00%	5.00%	0.00%

RECORDED Nov. 13, 2000 11:25A M
IN BOOK 116 016 PAGE 511
FEES $ 10.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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

UNITED STATES OF AMERICA

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

[✓] Assignment approved for above described lands;

Assignment approved effective AUG 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
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor, and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, Assignee shall not be liable, in damages or otherwise, for failure to give such notice due to clerical error, mistake or oversight except liability not to exceed the amount that was paid for this Assignment. Clerical error shall include, but not be limited to, reinstatement of a federal oil and gas lease pursuant to the Code of Federal Regulations, Title 43, Subsection 3108.2.2. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the 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 on-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th day of May, 19 2000

Name of Assignor: Winona Oil Company
Please type or print

Assignor: [redacted] President
Attest: (Signature)

Attorney-in-fact: Secretary/Treasurer
(Signature)

1700 Broadway, Suite 1219
(Assignor's Address)

Denver Colorado 80290-1295
(City) (State) (Zip Code)

Executed this 24th day of May, 19xx 2000

Tom Brown, Inc.

Assignee: Rodney G. Malott
(Signature)

Attorney-in-fact: Vice President Land

Attest: Bruce R. DeBoer, Secretary
(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 Bueget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503.

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

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of **Tom Brown, Inc.** on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

Patricia Ann Jones
Notary Public in and for the
State of Colorado

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
COUNTY OF DENVER)

On this 16th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

514

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-138174

Lease Effective Date
(Anniversary Date)
February 1, 1996

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Tom Brown Inc.**
   Street **555 17th Street, Suite 1850**
   City, State, ZIP Code **Denver, Colorado 80202-3918**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe 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 11: NE, N/2SE Section 12: NWSW Sublette County, Wyoming Containing 280.00 acres	100.00%	100.00%	0.00%	5.00%	0.00%

281321

RECORDED Aug. 13 2000 11:25a M
IN BOOK 116 046 PAGE 514
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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 assignement holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 01 2000

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

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

LAND LAW EXAMINER
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor, and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, Assignee shall not be liable, in damages or otherwise, for failure to give such notice due to clerical error, mistake or oversight except liability not to exceed the amount that was paid for this Assignment. Clerical error shall include, but not be limited to, reinstatement of a federal oil and gas lease pursuant to the Code of Federal Regulations, Title 43, Subsection 3108.2.2. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (c) 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 on-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th day of May, 19 2000

Name of Assignor Winona Oil Company
Please type or print

Assignor [signature] President
Attest: (Signature)

~~Attorney-in-fact~~ [signature] Secretary/Treasurer
(Signature)

1700 Broadway, Suite 1219
(Assignor's Address)

Denver Colorado 80290-1295
(City) (State) (Zip Code)

Executed this 24th day of May XX 2000

Tom Brown, Inc.

Assignee [signature]
(Signature)

Attorney-in-fact Vice President Land

(Signature)

Attest [signature]
Bruce R. DeBoer, Secretary

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 Bueget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503.

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

*U.S. GPO 1997: 573-004/41047

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of **Tom Brown, Inc.** on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

FORM 2 -5
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.	WYW-136330
Lease Effective Date (Anniversary Date)	May 1, 1995
New Lease Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Tom Brown Inc.**
   Street **555 17th Street, Suite 1850**
   City, State, ZIP Code **Denver, Colorado 80202-3918**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe 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 12: N/2, E/2SW, SE Section 13: N/2 Section 24: N/2, SW Sublette County, Wyoming Containing 1360.00 acres	100.00%	100.00%	0.00%	5.00%	0.00%

281322

RECORDED Aug. 13 20 00 11:25 AM
IN BOOK 116 O+G PAGE 517
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locker

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 assignement holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 01 2000

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

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

LAND LAW EXAMINER
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor, and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, Assignee shall not be liable, in damages or otherwise, for failure to give such notice due to clerical error, mistake or oversight except liability not to exceed the amount that was paid for this Assignment. Clerical error shall include, but not be limited to, reinstatement of a federal oil and gas lease pursuant to the Code of Federal Regulations, Title 43, Subsection 3108.2.2. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the 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 on-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th day of May, 19 2000

Name of Assignor: Winona Oil Company
Please type or print

Assignor: [signature] President
Attest: (Signature)

~~Attorney-in-fact~~ [signature] Secretary/Treasurer
(Signature)

720 Broadway, Suite 1219
(Assignor's Address)

Denver Colorado 80290-1295
(City) (State) (Zip Code)

Executed this 24th day of May, 19xx 2000

Name of Assignee: Tom Brown, Inc.

Assignee: [signature]
Rodney G. Mellott (Signature)

Attorney-in-fact: Vice President Land

Attest: [signature]
Bruce R. DeBoer, Secretary

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 Bueget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503.

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

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of **Tom Brown, Inc.** on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

520

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 JUL 19 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.	WYW-138526
Lease Effective Date (Anniversary Date)	April 1, 1996
New Lease Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Tom Brown Inc.**
   Street **555 17th Street, Suite 1850**
   City, State, ZIP Code **Denver, Colorado 80202-3918**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements othe 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 110 West, 6th P.M. Section 03: S/2 Section 34: N/2 Section 35: All Sublette County, Wyoming Containing 1280.00 acres 281323	100.00%	100.00%	0.00%	5.00%	0.00%

RECORDED Jul. 13 2000 11:25AM
IN BOOK 116 046 PAGE 520
FEES $ 10.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

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

UNITED STATES OF AMERICA

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

[1] Assignment approved for above described lands;

Assignment approved effective AUG 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
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item Not. 1, if needed, or for Land Description in Item No., 2 if needed

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor sixty (60) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor, and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, Assignee shall not be liable, in damages or otherwise, for failure to give such notice due to clerical error, mistake or oversight except liability not to exceed the amount that was paid for this Assignment. Clerical error shall include, but not be limited to, reinstatement of a federal oil and gas lease pursuant to the Code of Federal Regulations, Title 43, Subsection 3108.2.2. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the 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 on-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th day of May, 19 2000

Name of Assignor Winona Oil Company
Please type or print

Assignor [signature] President
Attest: (Signature)

Attorney-in-fact [signature] Secretary/Treasurer
(Signature)

1700 Broadway, Suite 1219
(Assignor's Address)

Denver (City) Colorado (State) 80290-1295 (Zip Code)

Executed this 24th day of May, 19 2000

Tom Brown, Inc.

Assignee [signature]
Rodney G. Mellott
(Signature)

Attorney-in-fact Vice President-Land
(Signature)

Attest: [signature]
Bruce R. DeBoer, Secretary

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 Bueget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503.

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

*U.S. GPO 1997: 573-004/41047

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by RODNEY G. MELLOTT as Vice President - Land of Tom Brown, Inc. on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: May 3, 2001

(Seal)

PATRICIA ANN JONES NOTARY PUBLIC STATE OF COLORADO

Patricia Ann Jones
Notary Public in and for the
State of Colorado

STATE OF COLORADO)
COUNTY OF DENVER)

On this 18th day of May, 2000 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company, 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 James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of May, 2000.

My commission expires: September 30, 2000

Gary T. Potter - Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT

This Assignment (the "Assignment") is from **McMurry Energy Company**, a Wyoming corporation (herein referred to as "Assignor"), whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 to **Nerd Energy, Inc.**, a Wyoming corporation whose address is P.O. Box 3003, Casper, Wyoming 82602 and **Aztec Energy Corporation**, a Utah corporation whose address is 7801 Broadway, Suite 200, San Antonia, Texas 78209 (herein collectively referred to as "Assignee").

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, convey and deliver unto **Nerd Energy, Inc.**, an undivided twenty-one and 25/100ths percent (21.25%) and unto **Aztec Energy Corporation**, an undivided fifteen percent (15%) of Assignor's right, title and interest in and to the Oil and Gas Leases described and set forth on Exhibit "A" attached hereto and by this reference made a part hereof (the "Leases"), effective as of the date of this Assignment (the "Effective Date"), subject to (i) all liens, burdens and encumbrances of record, (ii) all the terms and the express and implied covenants and conditions of the Leases, and (iii) all royalties, overriding royalties and other payments out of or with respect to production which are of record; and Assignee hereby assumes and agrees to comply with the terms, covenants and conditions of the Leases and pay its proportionate part of such royalties, overriding royalties and other payments. Assignor reserves and retains an undivided sixty-three and 75/100ths percent (63.75%) of its right, title and interest in and to the Leases.

TO HAVE AND TO HOLD the Leases unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Leases by, through and under Assignor but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this16th day of October, 2000, but effective for all purposes as of the Effective Date.

281347

RECORDED Nov. 14 2000 9:05a.M
IN BOOK 110 O+G PAGE 523
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

ASSIGNOR:

McMurry Energy Company

John W. Robinson
Sr. Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of October, 2000 by John W. Robinson, the Sr. Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

(SEAL)

Notary Public
Address: 370 17th St #3020

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

UPON RECORDING RETURN TO :

McMurry Energy Company
370 17th Street
Suite 3020
Denver, CO 80202

Exhibit "A"

Attached to and made a part of that certain Assignment dated October 16, 2000 from McMurry Energy Company, Assignor to Nerd Energy, Inc. and Aztec Energy Corporation, Assignee.

MEC Lease Number	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Dale Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00 8/29/03	31N-111W	15	S/2S/2SWNW	10	Bk 116 Pg 386

5294

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

H. P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202, ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202, ("Assignee"), all of its right, title and interest in and to the following:

a) The leases described on Exhibit "A" hereto (the "Leases"), insofar as the Leases cover the lands located in the 80 acre drillsite spacing unit for the HSR Steele 16-31 well described as follows (Lands"):

Township 34 North, Range 109 West, 6th P.M.
Section 31: S/2SE/4

b) All the property and rights incident to the Leases and Lands, including all rights in and under all leases, permits, rights-of-way, easements, licenses, farmouts, options and other agreements relating thereto; and

c) All wells, oil field equipment, facilities, fixtures, improvements and other personal property located upon the Lands covered by the Leases or used in connection with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 22% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 78% net revenue interest in such Leases before payout.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

281348

RECORDED Nov. 14 2000 9:25 AM
IN BOOK 116 of G PAGE 525
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. With respect to the wells, personal property, and equipment assigned hereby, if any, this Assignment and Bill of Sale is made without representation or warranty of title expressed or implied, and all such equipment, wells and personal property are sold AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION AND OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control. The Participation Agreement provides for an option for Assignor to convert a portion of its reserved overriding royalty interest in the Leases and Lands to a working interest.

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of September 3, 1998.

ASSIGNOR:

By: _____
H. P. McLish

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by H. P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 18th day of May, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires: 3/10/02

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Notary Public
Residing at: HS RESOURCES, INC.
1999 BROADWAY, SUITE 3600
DENVER, CO 80202

EXHIBIT "A"

Attached to and made a part of Assignment of Oil and Gas Leases, between H. P. McLish, as Assignor and H.S. Resources, Inc., as Assignee
N. Pinedale Prospect - Sublette County, WY

LEASE ID #	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	BOOK	PAGE
				Insofar and only insofar as leases cover the following lands:					
WY-000121-001	COLE, MARION K.	H. P. MCLISH	09/12/94	34N	109W	31	S/2SE/4	99	696
WY-000121-002	SELLS, BARBARA JEAN	H. P. MCLISH	09/13/94	34N	109W	31	S/2SE/4	99	698
WY-000121-003	STEELE, EDWARD R. JR.	H. P. MCLISH	09/12/94	34N	109W	31	S/2SE/4	99	694
WY-000121-004	STEELE, RUTH ANN	H. P. MCLISH	09/12/94	34N	109W	31	S/2SE/4	99	721

528

[redacted] [redacted] [redacted]

ASSIGNMENT

H. P. McLish a/k/a Holmes P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 20% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 80% net revenue interest in the Leases.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control.

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

281349

RECORDED Oct. 14 2000 9:25a M
IN BOOK 111 OGB PAGE 529
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Secor

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of September 3, 1998.

ASSIGNOR:

By: _____
H. P. McLish a/k/a Holmes P. McLish

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by H. P. MCLISH a/k/a HOLMES P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

_____
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 17th day of May, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires: 3/10/02

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

_____
Notary Public
Residing at: HS RESOURCES, INC.
1099 BROADWAY, SUITE 3600
DENVER, CO

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases, between H. P. McLish a/k/a Holmes P. McLish, as Assignee and H.S. Resources, Inc., as Assignor

Dated June 21, 2000

N. Pinedale Prospect - Sublette County, WY

LEASE ID #	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	BOOK	PAGE
				Insofar and only insofar as said leases cover the following lands:					
WY-000121-001	COLE, MARION K.	H. P. MCLISH	09/12/94	33N	109W	6	LOT 2(39.84)	99	696
				34N	109W	31	NE/4SW/4, N/2SE/4		
				34N	109W	32	SW/4		
WY-000121-002	SELLS, BARBARA JEAN	H. P. MCLISH	09/12/94	33N	109W	6	LOT 2(39.84)	99	698
				34N	109W	31	NE/4SW/4, N/2SE/4		
				34N	109W	32	SW/4		
WY-000121-003	STEELE, EDWARD R. JR.	H. P. MCLISH	09/12/94	33N	109W	6	LOT 2(39.84)	99	694
				34N	109W	31	NE/4SW/4, N/2SE/4		
				34N	109W	32	SW/4		
WY-000121-004	STEELE, RUTH ANN	H. P. MCLISH	09/12/94	33N	109W	6	LOT 2(39.84)	99	721
				34N	109W	31	NE/4SW/4, N/2SE/4		
				34N	109W	32	SW/4		
WY-000201-001	BERTONCELJ, MAY ALICE & PETER J.	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	99
				33N	109W	6	LOT 1(39.77), SE/4NE/4.		
WY-000201-002	COLE, ELLEN	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	103
				33N	109W	6	LOT 1(39.77), SE/4NE/4.		
WY-000201-003	CANTLIN, ELMA, A WIDOW	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	101
				33N	109W	6	LOT 1(39.77), SE/4NE/4		
WY-000201-004	REAVELEY, ELMER	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	97
				33N	109W	6	LOT 1(39.77), SE/4NE/4.		
WY-000201-005	MILBURN, ALICE AND WAYNE MILBURN	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	179
				33N	109W	6	LOT 1(39.77), SE/4NE/4.		
WY-000201-006	CAREY, LOUISE	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	210
				33N	109W	6	LOT 1(39.77), SE/4NE/4		
WY-000201-007	ALLEN, PAUL,	WLR, INC.	11/08/97	33N	109W	5	LOT 4(39.72), SW/4NW/4.	106	177
				33N	109W	6	LOT 1(39.77), SE/4NE/4.		
WY-000202-001	STEELE, MARK O.& TERRY D.	WLR, INC.	11/13/97	34N	109W	31	A TRACT OF LAND IN NE/4	106	86
				34N	109W	31	LOTS 1(34.13), 2(34.26), E/2NW/4.		
WY-000202-002	REINWALD, NANCY	WLR, INC.	12/05/97	34N	109W	31	TRACT OF LAND IN NE/4	106	277
WY-000202-003	JOHNSEN, SALLY	WLR, INC.	12/05/97	34N	109W	31	TRACT OF LAND IN NE/4	106	282
WY-000203-000	ANDERSON, LESTER WM & GRACE BODIL ANDERSON TRUSTEE	WLR, INC.	11/14/97	34N	109W	32	E/2NW/4, SW/4NW/4, NW/4NE/4, less 4 acre tract	106	232

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

H. P. McLish a/k/a Holmes P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202; The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee, 633 17th Street, Suite 1650, Denver, Colorado, 80202; The Elliott A. Riggs Trust, Elliott A. Riggs Trustee, P.O. Box 711, Farmington, New Mexico, 87499, The W. Clifton Arbuckle Trust, W. Clifton Arbuckle Trustee, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 20% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 80% net revenue interest in the Leases.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control.

281350

RECORDED Nov. 14 2000 9:25AM
IN BOOK 116 016 PAGE 532
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of October 9, 1999.

ASSIGNOR:

By: _____
H. P. McLish a/k/a Holmes P. McLish

By: _____
The Walter K. Arbuckle Trust,
Walter K. Arbuckle Trustee

By: _____
The Elliott A. Riggs Trust
Elliott A. Riggs Trustee

By: _____
The W. Clifton Arbuckle Trust,
W. Clifton Arbuckle Trustee

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by H. P. MCLISH a/k/a HOLMES P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE WALTER K. ARBUCKLE TRUST, WALTER K. ARBUCKLE TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF ~~NEW MEXICO~~ Colorado)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE ELLIOTT A. RIGGS TRUST, ELLIOTT A RIGGS TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by THE W. CLIFTON ARBUCKLE TRUST, W. CLIFTON ARBUCKLE TRUSTEE.

Witness my hand and official seal.
My commission expires: 1/4/04

Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires: 03/10/02

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Notary Public
Residing at: 1999 Broadway, #3600
Denver, CO 80202

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EXHIBIT "A"

Attached to and made a part of that Assignment from H.P. McLish a/k/a Holmes P. McLish, The Walter K. Arbuckle Trust, The Elliott A. Riggs Trust, and The W. Clifton Arbucke Trust, to HS Resources, Inc.

dated June 21, 2000, but effective as of October 9, 1999

NORTH PINEDALE PROSPECT

Sublette County, Wyoming

										ORRI	
Lessor	**Lessee**	**Lse Date**	**Exp. Date**	**Description**	**GR ACS**	**WI Owned**	**WI Conveyed**	**WI Retained**	**LOR**	**ORRI Res.**	**Exist. ORRI**
WYW130234 (WY-0117-00)	H.P. McLish	9/1/93	8/31/03	Insofar and only insofar as lease covers: Township 33 North, Range 109 West Sec. 5: SW/4, SW/4SE/4 Sec. 6: SE/4 Sec. 7: Lots 2-4, E/2, E/2W/2 Sec. 8: N/2, SW/4 Sec. 17: N/2NE/4	1,509.79	40.00%	10.00%	30.00%	12.50%	1.25% Proportionately Reduced	6.25%

It is the intent of Assignor to convey to the Assignee in the following proportions:

Proportionate Interests	**ASSIGNOR**		**WI Owned**	**WI Conveyed**	**WI Retained**		**ORRI Res.**	**Prop. Reduced to 10% WI**
	H.P. McLish, a/k/a Holmes P. McLish		12.00%	3.00%	9.00%		0.3750%	0.03750%
	The Walter K. Arbukcle Trust		12.00%	3.00%	9.00%		0.3750%	0.03750%
	The Elliott A. Riggs Trust		12.00%	3.00%	9.00%		0.3750%	0.03750%
	The W. Clifton Arbuckle Trust		4.00%	1.00%	3.00%		0.1250%	0.01250%
	Total Working Interest		40.00%	10.00%	30.00%		1.25%	0.1250%

536

127

ASSIGNMENT

Holmes P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

TO HAVE AND TO HOLD the rights, title and interest hereby conveyed unto Assignee, its successors and assigns forever subject to the following:

1. Assignor expressly excepts and reserves unto itself, its successors and assigns an overriding royalty interest in all oil, gas, and other minerals produced, saved and sold from the Leases and Lands in an amount equal to the difference between 20% and all royalties, overriding royalties and like lease burdens existing as of the Effective Date as set forth on Exhibit A, so that Assignor delivers to Assignee an undivided 80% net revenue interest in the Leases.

   The overriding royalty interests reserved herein shall (a) apply to oil, gas and associated hydrocarbons produced and saved from the Leases or any extensions or renewals thereof; (b) be free of all costs except ad valorem, production and severance taxes assessed thereon and shall be calculated on the same basis as the landowner's royalty interest reserved to the United States of America under federal oil and gas leases; and (c) be proportionately reduced in the event the interest in the oil and gas covered by the Leases is less than the full oil and gas mineral fee as to the lands assigned.

2. This Assignment is made without warranty of title, either express or implied, except Assignor grants Assignee a limited warranty of title to the interest by, through and under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

3. This Assignment is made subject to a Participation Agreement dated effective December 12, 1997, between Assignor and Assignee. In the event of a conflict between this Assignment and the Participation Agreement, the Participation Agreement shall control.

4. Assignor shall execute such forms of assignment conveying Assignor's interest in the Leases and Lands as may be required by any governmental authority to conform to the governmental regulation and any such assignment shall not serve to enlarge or diminish the rights herein conveyed.

281351

RECORDED Jan. 14 2000 9:35AM
IN BOOK 110 016 PAGE 536
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

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

EXECUTED this 21st day of June, 2000, but effective for all purposes as of September 3, 1998.

ASSIGNOR:

By: _____
Holmes P. McLish

ASSIGNEE:

HS RESOURCES, INC.

By: _____
Janet W. Pasque
Vice President - Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by HOLMES P. MCLISH.

Witness my hand and official seal.
My commission expires: 1/4/04

_____
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 17th day of May, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires: 3/10/02

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

_____
Notary Public
Residing at: HS RESOURCES, INC.
1099 BROADWAY, SUITE 3600
DENVER, CO

EXHIBIT "A"

Attached to and made a part of that Assignment from Holmes P. McLish to HS Resources, Inc.

Dated June 21, 2000, but effective as of September 3, 1998

N. PINEDALE PROSPECT

Sublette County, WY

Lessor	Lessee	Lse Date	Exp Date	Description	Gross Acres	WI Owned	WI Conveyed	WI Retained	LOR	ORRI	
										Exsist. ORRI	ORRI Res.
WYW128254 (WY-0118-00)	Ann M. Trujillo	1/1/93	12/31/02	Township 33 North, Range 110 West Sec. 1: Lots 2-4, S/2N/2, SW/4, N/2SE/4 SW/4SE/4, N/2SE/4SE/4, SW/4SE/4SE/4 Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 3: Lots 1-4, S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4 Sec. 10: E/2E/2 Sec. 11: All	2,519.83	40.00%	10.00%	30.00%	12.50%	6.25%	1.25%
WYW128255 (WY-0119-00)	Ann M. Trujillo	1/1/93	12/31/02	Township 33 North, Range 110 West Sec. 12: S/2NE/4NE/4, W/2NE/4 SE/4NE/4, W/2, SE/4 Sec. 13: All Sec. 14: All Sec. 15: E/2E/2	2,060.00	40.00%	10.00%	30.00%	12.50%	6.25%	1.25%
WYW128256 (WY-0127-00)	Ann M. Trujillo	1/1/93	12/31/02	Township 34 North, Range 110 West Sec. 33: N/2NE/4, SE/4NE/4, NE/4SE/4 Sec. 34: NW/4NE/4, S/2N/2, NW/4NW/4, S/2 Sec. 35: NW/4NE/4, S/2N/2, S/2	1,240.00	40.00%	10.00%	30.00%	12.50%	6.25%	1.25%
										All ORRI proportionately reduced	

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENT

That, 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, HS RESOURCES, INC., a Delaware Corporation with offices at 1999 Broadway, Suite 3600, Denver, Colorado, 80202 (herein called "Assignor"), does hereby grant, sell, assign, and convey unto MCLISH RESOURCES, L.P. LLP - 9.00%, at 633 17th Street, Suite 1650, Denver, Colorado, 80202, RIGGS OIL & GAS CORPORATION - 9.00%, at P. O. Box 711, Farmington, New Mexico, 87499, GASCONADE OIL COMPANY - 9.00%, at 633 17th Street, Suite 1650, Denver, CO 80202, and W. CLIFTON ARBUCKLE TRUSTEE OF THE W. CLIFTON ARBUCKLE TRUST DATED 1-1-96 - 3.00%, at 633 17th Street, Suite 1650, Denver, CO, 80202, (herein called "Assignee"), for a total of an undivided 30% leasehold working interest in and to the leases described on Exhibit "A", insofar and only insofar as said Leases cover the described lands located in Sublette County, Wyoming, subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreement and other matters applicable to such leases and interests;

This Assignment is made subject to all the terms, covenants and conditions, express or implied of the Leases. To the extent of the interests hereby assigned, Assignee hereby assumes and agrees to perform all terms, convenants and conditions with respect to the lands and Leases conveyed hereby;

All terms, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described.

THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

EXECUTED this 18th day of May, 2000, but effective for all purposes as of September 3, 1998.

281352

RECORDED Oct. 14 2000 9:25a M
IN BOOK 116 Oth6 PAGE 539
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Booker

ASSIGNOR:

HS RESOURCES, INC.

BY: Janet W. Pasque
Janet W. Pasque
Vice President - Land

ASSIGNEES:

MCLISH RESOURCES, L. P. LLP

By: H. P. McLish
H. P. McLish a/k/a Holmes P. McLish

RIGGS OIL AND GAS CORPORATION

By: Elliott A. Riggs
Elliott A. Riggs

GASCONADE OIL CO.

By: W. Clifton Arbuckle

W.CLIFTON ARBUCKLE, TRUSTEE OF THE
W. CLIFTON ARBUCKLE TRUST, DTD 1-1-96

By: W. Clifton Arbuckle
W. Clifton Arbuckle

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 18th day of May, 2000, by JANET W. PASQUE, as Vice President - Land, of HS RESOURCES, INC.

Witness my hand and official seal.
My commission expires: 3/10/02

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2002

Lynda K. Hendrix
Notary Public
Residing at: HS RESOURCES, INC.
1999 BROADWAY, SUITE 3600
DENVER, CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by H. P. McLish a/k/a Holmes P. McLish.

Witness my hand and official seal.
My commission expires: 1/4/04

JAXCELLE L. HEILZE
NOTARY PUBLIC
STATE OF COLORADO

Jaxcelle L. Heilze
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF ~~NEW MEXICO~~ COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by ELLIOTT A. RIGGS.

Witness my hand and official seal.
My commission expires: 1/4/04

JAXCELLE L. HEILZE
NOTARY PUBLIC
STATE OF COLORADO

Jaxcelle L. Heilze
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by W. Clifton Arbuckle, President of Gasconade Oil Co.

Witness my hand and official seal.
My commission expires: 1/4/04

JAXCELLE L. HEILZE
NOTARY PUBLIC
STATE OF COLORADO

Jaxcelle L. Heilze
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of June, 2000, by W. CLIFTON ARBUCKLE, TRUSTEE OF THE W. CLIFTON ARBUCKLE TRUST DATED 1-1-96.

Witness my hand and official seal.
My commission expires: 1/4/04

JAXCELLE L. HEILZE
NOTARY PUBLIC
STATE OF COLORADO

Jaxcelle L. Heilze
Notary Public
Residing at: 633 17th Street #1650
Denver Co 80202

EXHIBIT "A"
Attached to Assignment between
H.S. Resources, Inc, as Assignor,
and McLish Resources, L.P. LLP, et al, as Assignee.
N. Pinedale Prospect
Sublette County, WY

HSR LEASE NO.	LESSOR	LESSEE	LEASE DATE	TWNSP	RNGE	SEC.	DESCRIPTION	BOOK	PAGE
WY-000214-000	CLARK, MARY P. ESTATE- JULIAN C. CLARK, EXECUTOR	WLR, INC.	11/08/97	33N	109W	6	ALL OF LOTS 3(39.90) & 4(34.76) , SE/4NW/4 EXCEPT 10 AC TRACT IN SE/4NW/4.	106	336
				34N	109W	31	ALL OF LOT 4(34.53).		
WY-000215-000	SOMMER, IRIS	WLR, INC.	12/01/97	34N	109W	32	A 4.0 AC TR FULLY DESCRIBED IN LSE.	106	355
WY-000217-000	MARINER, MARY LOU	WLR, INC.	11/08/97	33N	109W	6	A TRACT IN THE SE/4NW/4 DESC'D by M&B	107	99
WY-000222-001	ROBERTS, SIDNEY A. & LINDA H.	WLR, INC.	02/12/98	33N	109W	5	LOT 17 OF THE BLOOM SUBDIVISION.	107	164
WY-000223-001	CHEENEY, BRENT V. & ELIZABETH N.	WLR, INC.	02/20/98	33N	109W	5	LOT 13 OF THE BLOOM SUBDIVISION.	107	470
WY-000306-000	PAUL STEVENS, AS TRUSTEE OF THE J. CHAUNCEY CLARK TESTAMENTARY TRUST	HIGH PLAINS ASS. INC.	11/18/97	33N	109W	6	SW/4NE/4	107	433
				34N	109W	31	LOT 3, SE/4SW/4		

541

542

ASSIGNMENT

Th[illegible] Assignment (the "Assignment") is from **McMurry Energy Company**, a Wyoming c[illegible]poration (herein referred to as "Assignor"), whose address is 370 17th Street, Suite 3020, [illegible]enver, Colorado 80202, to **Big West Oil & Gas Inc.**, a Utah corporation (herein referred to as "Assignee"), whose address is 333 West Center Street, North Salt Lake City, Utah 84504.

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, convey and deliver unto Assignee effective as of the date of this Assignment (the "Effective Date"), the Subject Properties as hereinafter defined. The term "Subject Properties" means an undivided fifty percent (50%) of Seller's right, title and interest in and to the oil and gas leases and lands described on Exhibit "A" (the "Leases"). This Assignment is subject to the Purchase and Sale Agreement between Assignor, as seller and Assignee, as buyer, dated October 2, 2000.

Assignor herein excepts, reserves and retains unto itself, its successors and assigns, an overriding royalty interest of two and one-half percent of eight-eighths (2.5% of 8/8ths) in the Leases and in and to all of the oil, gas and other hydrocarbons that are produced and saved from the Leases. Assignor's retained overriding royalty interest shall be proportionately reduced in the event the Leases cover less than the entire undivided mineral estate or the leasehold interest assigned by Assignor is less than the entire undivided oil and gas leasehold estate.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Subject Properties by, through or under Assignor but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 20th day of October, but effective for all purposes as of the Effective Date.

ASSIGNEE:
Big West Oil & Gas Inc.

Marvin D. Brittenham
Vice President Exploration

ASSIGNOR:
McMurry Energy Company

John W. Robinson
Senior Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of October, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO
(SEAL)

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th St #3020
My Commission expires: 11-30-2002

281458

RECORDED Oct. 26 2000 2:35 PM
IN BOOK 116 O+G PAGE 542
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

STATE OF UTAH)
) §
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 27th day of October, 200[illegible] by Marvin D. Brittenham as Vice President Exploration of Big West Oil & Gas Inc.

WITNESS my hand and official seal.
(SEAL)

NOTARY PUBLIC
Laura Badovinac
[illegible] East 900 South #17
[illegible]ton City, Utah 84[illegible]
My Commission Expires
September 22 2004
STATE OF UTAH

Notary Public
Address:
My Commission Expires:

Exhibit "A"

Attached to and made a part of that certain Assignment dated October 20, 2000 from McMurry Energy Company, Assignor to Big West Oil & Gas, Inc., Assignee.

MEC Lease Number	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	All lands situated in Sublette County, Wyoming							
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00 8/29/03	31N-111W	15	S/2S/2SWNW	10	Bk 116 Pg 386

544

LEASE NO.: 00-619

PARCEL NO.: 874

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas 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 16, Twp. 36., Rg. 111 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 October, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

281459

RECORDED Oct. 20 2000 3:10 PM
IN BOOK 116 OAG PAGE 544
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Scoton

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

[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 comering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the 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.

00 OCT 30 PM 12:48
STATE LANDS AND
INVESTMENTS

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 25th day of October, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

January 29, 2001

SHERI LYN ROSBURG NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Sheri Lyn Rosburg
1801 Broadway, Suite 500, Denver, CO 80202

[redacted] [redacted] [redacted]

LEASE NO.: 00-622

PARCEL NO.: 877

FUND: F.L.

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**:

Prima Oil and Gas 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:

356.97 SENE:E2SW:SE:Lots 3,4 Section 31, Twp. 35., Rg. 112 W., 6TH P.M.

County: Sublette **Total Acres: 356.97** **Advance Rental:$ 357.00**

($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 October, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

281460

RECORDED Oct. 20 2000 3:10 PM
IN BOOK 116 OF6 PAGE 547
FEES $10.00 by COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

547

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 workman 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.

00 OCT 30 PM 11:48
STATE LANDS AND
INVESTMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this 25th day of October, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

January 29, 2001

SHERI LYN ROSBURG NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Sheri Lyn Rosburg
1801 Broadway, Suite 500, Denver, CO 80202

550

LEASE NO.: 00-623

PARCEL NO.: 878

FUND: F.L.

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**:

Prima Oil and Gas 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:

120.00 SWNW:W2SW Section 32, Twp. 35., Rg. 112 W., 6TH P.M.

County: Sublette **Total Acres: 120.00** **Advance Rental:$ 120.00**

($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of October, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

281461

RECORDED Nov. 20 2000 3:10 PM
IN BOOK III-A 046 PAGE 550
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Secker

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon comering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

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INVESTMENTS
STATE LANDS AND

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 25th day of October, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

January 29, 2001

SHERI LYN ROSBURG NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Sheri Lyn Rosburg

Sheri Lyn Rosburg
1801 Broadway, Suite 500, Denver, CO 80202

LEASE NO.: 00-624

PARCEL NO.: 879

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas 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. 35., Rg. 112 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 October ,2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

LESSEE: _____
G. Walter Lunsford, Attorney-in-Fact

Address: 1801 Broadway, Suite 500

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

281462

RECORDED Nov. 20 2000 3:10 PM
IN BOOK 116 OR6 PAGE 553
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calender month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calender month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in 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.

SCANNED
'00 OCT 30 AM 11 49
INVESTMENTS
STATE LANDS AND

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ACKNOWLEDGMENT

On this 25th day of October, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

January 29, 2001

SHERI LYN ROSBURG NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

Sheri Lyn Rosburg
1801 Broadway, Suite 500, Denver, CO 80202

ASSIGNMENT

This Assignment (the "Assignment") is from **McMurry Energy Company**, a Wyoming corporation (herein referred to as "Assignor"), whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202, to **AEC Oil & Gas (USA) Inc.**, a Delaware corporation (herein referred to as "Assignee"), whose address is 370 17th Street, Suite 3050, Denver, Colorado 80202.

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, convey and deliver unto Assignee effective as of the date of this Assignment (the "Effective Date"), the Subject Properties as hereinafter defined. The term "Subject Properties" means an undivided one-sixth (1/6th) of Seller's right, title and interest in and to the oil and gas leases and lands described on Exhibit "A" (the "Leases"). This Assignment is subject to the Purchase and Sale Agreement between Assignor, as seller and Assignee, as buyer, dated October 27, 2000.

Assignor herein excepts, reserves and retains unto itself, its successors and assigns, an overriding royalty interest of two and one-half percent of eight-eighths (2.5% of 8/8ths) in the Leases and in and to all of the oil, gas and other hydrocarbons that are produced and saved from the Leases. Assignor's retained overriding royalty interest shall be proportionately reduced in the event the Leases cover less than the entire undivided mineral estate or the leasehold interest assigned by Assignor is less than the entire undivided oil and gas leasehold estate.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Subject Properties by, through or under Assignor but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 27th day of October, but effective for all purposes as of the Effective Date.

ASSIGNEE:
AEC Oil & Gas (USA) Inc.

By: Roger J. Biemans
Title: President

ASSIGNOR:
McMurry Energy Company

John W. Robinson
Senior Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

281464

RECORDED Oct 30 2000 8:45 AM
IN BOOK 116 Of 6 PAGE 556
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucher

The foregoing instrument was acknowledged before me this 22th day of October, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

LYNETTE L. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th Suite 3020
My Commission expires: 11-30-2002

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of October, 2000 by Roger J. Biemans as President of AEC Oil & Gas (USA) Inc.

WITNESS my hand and official seal.
(SEAL)

KATHLEEN R VIGIL
Notary Public
State of Colorado

Notary Public Kathleen R. Vigil
Address: 370 17th St., Ste. 3050, Denver, CO 80202
My Commission Expires: 09-03-01

Exhibit "A"

Attached to and made a part of that certain Assignment dated October 27, 2000 from McMurry Energy Company, Assignor to AEC Oil & Gas (USA), Inc., Assignee.

MEC Lease Number	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	All lands situated in Sublette County, Wyoming							
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00 8/29/03	31N-111W	11 14 15	SW N/2NW/4, SWNW SENE,E/2NW, NWNW, SWNW	480	Bk116 Pg 334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00 8/29/03	31N-111W	15	S/2S/2SWNW	10	Bk 116 Pg 386

557

CORRECTION OF OIL AND GAS LEASE

WHEREAS, we the undersigned, as the Lessors, did under the date of August 6, 2000, make and execute unto Contex Energy Company as Lessee, a certain Oil and Gas Lease, recorded in Book 116 O&G, Page 12, in the records of Sublette County, Wyoming, covering the certain minerals owned by us, situated in Sublette County, Wyoming, and described in said lease as follows, to-wit:

TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M.
Section 20: S2SE
Section 21: SWSW, E2SW, SE
Section 22: W2SW
Section 27: W2NW, SW, W2SE, SESE
Section 28: All
Section 29: NE, S2
Section 30: Lots 3, 4, E2SW, N2SE
Section 32: N2N2
Section 33: N2N2
Section 34: NWNE

TOWNSHIP 32 NORTH, RANGE 114 WEST, 6th P.M.
Section 14: NENE

containing 2,557.24 acres, more or less

AND WHEREAS, the total amount of acreage described in said Oil and Gas Lease is inaccurate, and the correct amount of acreage intended to be described by said lease is more accurately described as "**containing 2,559.08 acres, more or less**";

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

WITNESS our hands and seals effectively this 29th day of September, 2000.

Tharon M. Greenwood, individually and as General Partner of Greenwood and Company, a Wyoming Partnership

Jill Greenwood Palm

Celeste Greenwood Mori

Elizabeth Greenwood

James Avery Greenwood

281467

RECORDED Nov. 20 2000 4:00PM
IN BOOK 116 O&G PAGE 558
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

ACKNOWLEDGEMENTS

STATE OF Wyoming
COUNTY OF Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of October 2000, personally appeared **Tharon M. Greenwood, individually and as General Partner of Greenwood and Company, a Wyoming Partnership**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: June 24, 2004

Notary Public
Address: P.O. Box 702 - Big Piney, Wy 83113

additional acknowledgements on back

SHARLENE LOZIER – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 06/24/2004

[redacted] [redacted] [redacted]

STATE OF Idaho
COUNTY OF Blaine

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of November 2000, personally appeared **Jill Greenwood Palm**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 8-21-04

BONNY J. MOORE
NOTARY PUBLIC
STATE OF IDAHO

Bonny J. Moore
Notary Public:
Address: residing Jerome, Id

STATE OF Wyoming
COUNTY OF Lincoln

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October 2000, personally appeared **Celeste Greenwood Mori**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 8-12-03

JANET PAULSON
Notary Public
Lincoln County, WY
My Commission Expires
8-12-03

Janet Paulson
Notary Public:
Address: Kemmerer, WY

STATE OF Wyoming
COUNTY OF Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of November, 2000 2000, personally appeared **Elizabeth Greenwood**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 4-2-2002

DARLA J. HUNTER NOTARY PUBLIC
My Commission Expires April 2, 2002
SUBLETTE COUNTY, WYOMING

Darla J. Hunter
Notary Public:
Address:

STATE OF Wyoming
COUNTY OF Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of October 2000, personally appeared **James Avery Greenwood**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: June 24, 2004

SHARLENE LOZIER – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 06/24/2004

Sharlene Lozier
Notary Public:
Address: PO Box 702
Big Piney, Wy
83113

560

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of October, A.D. 2000 by and between

Thomas Sanford, a married man dealing in his sole and separate property

whose post office address is 15275 Shamrock Lane, Brookfield, Wisconsin 53005 hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

Township 31 North, Range 111 West, 6th P.M.
Section 1: Lots 3(39.80), 4(39.72), S½NW¼, SW¼ less one acre of the SE¼SW¼
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01), SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼ less one acre in the NE¼NW¼

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

and containing 996.97 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ Six (6) Months from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ part of all oil produced and saved from the leased premises. 1/6
2nd. To pay Lessor ~~one-eighth (⅛)~~ of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises. 1/6
1/6 and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~, payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ of the proceeds, at the 1/6
mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORDED Nov. 22 2000 9:20a M
IN BOOK 116 O+G PAGE 560
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

281502

X Thomas Sanford
Thomas Sanford, a married man dealing in his sole and separate property

SS# 538-36-6046

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wisconsin }
COUNTY OF Waukesha } ss.

On this 26th day of October 20 2000, before me personally appeared

Thomas Sanford, a married man dealing in his sole and separate property

3:1203

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

Barbara A Hughes
Notary Public

My commission expires:
April 13, 2003

Residing at Waukesha, WI

NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

.....

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

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

of .....

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

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

562

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated October 10, 2000 by and between Thomas Sanford, a married man dealing in his sole and separate property, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 1: Lots 3(39.80), 4(39.72), S½NW¼, SW¼
less one acre in the SE¼SW¼
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01),
SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼ less one acre in the NE¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is 1/6th.

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith. THIS APPLIES ONLY AFTER THE ORIGINAL 3 YEAR EXTENSION PROVIDED FOR IN THIS LEASE IN ITEM 4. TLS 10-19-00

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

4. Lessor, for the same consideration paid and received as expressed above, hereby grants Lessee the option to extend the primary term of this lease, as to all or any part of said land covered hereby, for an additional three (3) years. The option may be exercised by Lessee by written notice to Lessor at any time on or before expiration of the primary term or ninety (90) days after discontinuance of any operations (other than production) on said land or land pooled or unitized therewith being conducted at the end of the primary term. The notice may be given by deposit in the mail or delivery by any other means to Lessor. Exercise of the option shall obligate Lessee to pay or tender a bonus to Lessor, not later than fifteen (15) days after notice is given, in the sum of Twenty-Five dollars ($25.00) for each net acre covered by this lease as to which the option is exercised. Such bonus may be paid or tendered in any form, including check or draft of Lessee, deposited in the mail or delivered by any other means to Lessor. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

5. Notwithstanding anything to the contrary herein contained, it is agreed that prior to the commencement of the sale of oil or gas, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalties for a period of time in excess of 3 years from the expiration date of the primary term of this Lease

LESSOR:

X Thomas Sanford
Thomas Sanford, a married man dealing
in his sole and separate property

[redacted] [redacted] [redacted]

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 10th day of October 2000 by and between

Thomas Sanford, a married man dealing in his sole and separate property

whose post office address is 15275 Shamrock Lane, Brookfield, Wisconsin 53005, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

Township 32 North, Range 111 West, 6th P.M.
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

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

and containing 1040 acres, more or less.

Six (6) Months

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

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ 1/6 part of all oil produced and saved from the leased premises.
2nd. To pay Lessor ~~one-eighth (⅛)~~ 1/6 of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~ 1/6, payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ 1/6 of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

281503

RECORDED Nov. 22, 2000 9:20A M
IN BOOK 116 O+G PAGE 563
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

x Thomas Sanford
Thomas Sanford, a married man dealing in his sole and separate property

SS# 538-36-6046

By Cathy Sexton

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..... Wisconsin .....
COUNTY OF .. Waukesha ..... } ss.

On this ... 26th ... day of .. October ..... 19 .2000 ..., before me personally appeared

..... Thomas Sanford, a married man dealing in his sole and separate property. .....

.....

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

Barbara A Hughes
Notary Public

My commission expires:
April 13, 2003

Residing at Waukesha, WI

BARBARA A. HUGHES NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

.....

.....

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

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated October 10, 2000 by and between Thomas Sanford, a married man dealing in his sole and separate property, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 32 North, Range 111 West, 6th P.M.
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is 1/6th.

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith. THIS APPLIES ONLY AFTER THE ORIGINAL 3 YEAR EXTENSION PROVIDED FOR IN THIS LEASE IN ITEM 4. TTS 10-19-00
3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

4. Lessor, for the same consideration paid and received as expressed above, hereby grants Lessee the option to extend the primary term of this lease, as to all or any part of said land covered hereby, for an additional three (3) years. The option may be exercised by Lessee by written notice to Lessor at any time on or before expiration of the primary term or ninety (90) days after discontinuance of any operations (other than production) on said land or land pooled or unitized therewith being conducted at the end of the primary term. The notice may be given by deposit in the mail or delivery by any other means to Lessor. Exercise of the option shall obligate Lessee to pay or tender a bonus to Lessor, not later than fifteen (15) days after notice is given, in the sum of Twenty-Five dollars ($25.00) for each net acre covered by this lease as to which the option is exercised. Such bonus may be paid or tendered in any form, including check or draft of Lessee, deposited in the mail or delivered by any other means to Lessor. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

5. Notwithstanding anything to the contrary herein contained, it is agreed that prior to the commencement of the sale of oil or gas, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalties for a period of time in excess of 3 years from the expiration date of the primary term of this Lease

LESSOR:

x Thomas Sanford
Thomas Sanford, a married man dealing
in his sole and separate property

566

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of October, 2000 by and between

Lois Jantz, a married woman dealing in her sole and separate property

whose post office address is P.O. Box 1051, Thayne, Wyoming 83127, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 31 North, Range 111 West, 6th P.M.
Section 1: Lots 3(39.80), 4(39.72), S½NW¼, SW¼ less one acre in the SE¼SW¼
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01), SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼ less one acre in the NE¼NW¼

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

and containing 996.97 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ Six (6) Months from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ 1/6 part of all oil produced and saved from the leased premises.
2nd. To pay Lessor ~~one-eighth (⅛)~~ 1/6 of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~ 1/6, payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ 1/6 of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORDED Nov. 22, 2000 9:20AM
IN BOOK 111 Q+G PAGE 566
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scorton

281504

X Lois Jantz
Lois Jantz, a married woman dealing in her sole and separate property

SS# 565-34-4868

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ....Wyoming .....
COUNTY OF...Lincoln.....} ss.

On this .....20th..... day of .....October..... ~~19~~ 2000 ..., before me personally appeared

.....Lois Jantz, a married woman dealing in her sole and separate property.....

.....Self.....

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

.....Mary Caughey.....
Notary Public

My commission expires:
.....February 20, 2002.....

Residing at .....

MARY CAUGHEY - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COM... ...RY 20, 2002

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

.....

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

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

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

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

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated October 10, 2000 by and between Lois Jantz, a married woman dealing in her sole and separate property, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 31 North, Range 111 West, 6th P.M.
Section 1: Lots 3(39.80), 4(39.72), S½NW¼, SW¼
less one acre in the SE¼SW¼
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01),
SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼ less one acre in the NE¼NW¼

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is 1/6th.

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith. This applies only after the original 3 year extension provided For in This Lease in Item 4, below. LJ 10-20-00

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

LJ 10-20-00

4. Lessor, for the same consideration paid and received as expressed above, hereby grants Lessee the option to extend the primary term of this lease, as to all ~~or any part~~ of said land covered hereby, for an additional three (3) years. The option may be exercised by Lessee by written notice to Lessor at any time on or before expiration of the primary term or ninety (90) days after discontinuance of any operations (other than production) on said land or land pooled or unitized therewith being conducted at the end of the primary term. The notice may be given by deposit in the mail or delivery by any other means to Lessor. Exercise of the option shall obligate Lessee to pay or tender a bonus to Lessor, not later than fifteen (15) days after notice is given, in the sum of Twenty-Five dollars ($25.00) for each net acre covered by this lease as to which the option is exercised. Such bonus may be paid or tendered in any form, including check or draft of Lessee, deposited in the mail or delivered by any other means to Lessor. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This extension applies only if no well is drilled or commenced upon the Lands set Forth expressly by This Lease. LJ 10.20.00

5. Notwithstanding anything to the contrary herein contained, it is agreed that prior to the commencement of the sale of oil or gas, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalties for a period of time in excess of 3 years from the expiration date of the primary term of this Lease

LESSORS:

X Lois Jantz
Lois Jantz, a married woman dealing
In her sole and separate property

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of October 19 2000 by and between

Lois Jantz, a married woman dealing in her sole and separate property

whose post office address is P.O. Box 1051, Thayne, Wyoming 83127, hereinafter called Lessor (whether one or more) and

McMurry Energy Company whose post office address is 370 17th Street, Suite 3020, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

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

Township 32 North, Range 111 West, 6th P.M.
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

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

and containing 1040 acres, more or less.

Six (6) Months

1. It is agreed that this lease shall remain in force for a term of ~~Ten (10) Years~~ from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ part of all oil produced and saved from the leased premises. 1/6
2nd. To pay Lessor ~~one-eighth (⅛)~~ of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, 1/6
and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~, payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate. 1/6

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

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

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

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

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

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

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

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

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

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

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

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

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

281505

RECORDED Oct. 23, 2000 9:20AM
IN BOOK 116 O+G PAGE 569
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

X Lois Jantz
Lois Jantz, a married woman dealing in her sole and separate property

SS# 565-34-4868

569

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ... Wyoming .....
COUNTY OF ... Lincoln ..... } ss.

On this ..... 20th ..... day of ..... October ..... A.D. 2000 ...., before me personally appeared
Lois Jantz, a married man dealing in his sole and separate property

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

Mary Caughey
Notary Public

My commission expires:
February 20, 2002

Residing at MARY CAUGHEY - NOTARY PUBLIC COUNTY OF LINCOLN STATE OF WYOMING MY COMMISSION EXPIRES FEBRUARY 20, 2002

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

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

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

On this ..... day of ..... 19 ....., before me personally appeared
..... known to me to be the .....
of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

EXHIBIT "A"

This Exhibit is attached hereto and made a part hereof that certain Paid-up Oil and Gas Lease dated October 10, 2000 by and between Lois Jantz, a married woman dealing in her sole and separate property, as Lessor(s) and McMurry Energy Company, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 32 North, Range 111 West, 6th P.M.
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

When executed below, this exhibit shall serve to represent the mutual understanding and agreement by and between the parties named above as to the terms and conditions under which Lessors agree to lease to Lessee. Any language contained in the above lease to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that the following terms and conditions shall apply;

1. The royalty provided for in this lease is 1/6th.

2. Notwithstanding the provisions of this lease to the contrary, the primary term of this lease shall be extended by one (1) additional year for each well that Lessee drills on the leased premises or lands pooled therewith. This applies only after the original 3 year extension provided for in this Lease in Item 4, Below, LJ 10.20.00

3. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those tracts of land included in a governmental approved participating area in a unit or in a governmental approved spacing unit, or in the event such lands are not spaced, then in the governmental quarter section 160 acre tract for a gas well or the 80 acre half quarter section designated by Lessee for an oil well (the "Drillsite Tract") on which is located on such lands or lands pooled therewith a well producing or capable of producing oil and/or gas, unless Lessee is then engaged in drilling or reworking operations in accordance with the provisions of this lease. In the event that Lessee is engaged in said drilling or reworking operations at the expiration of the primary term, this lease shall continue in full force and effect as to the leased premises so long as a continuous drilling program is maintained whereby not more than 90 days shall elapse from the completion or abandonment of one well to the commencement of another well. For each well drilled hereunder, Lessee shall file a notice in the appropriate county records that identifies the Drillsite Tract designated for each such well. Upon failure to maintain said continuous drilling program, this lease shall then automatically terminate as to any non-productive tracts not included in a Drillsite Tract upon which is located a well producing or capable of producing oil and/or gas.

4. Lessor, for the same consideration paid and received as expressed above, hereby grants Lessee the option to extend the primary term of this lease, as to all ~~or any part~~ of said land covered hereby, for an additional three (3) years. The option may be exercised by Lessee by written notice to Lessor at any time on or before expiration of the primary term or ninety (90) days after discontinuance of any operations (other than production) on said land or land pooled or unitized therewith being conducted at the end of the primary term. The notice may be given by deposit in the mail or delivery by any other means to Lessor. Exercise of the option shall obligate Lessee to pay or tender a bonus to Lessor, not later than fifteen (15) days after notice is given, in the sum of Twenty-Five dollars ($25.00) for each net acre covered by this lease as to which the option is exercised. Such bonus may be paid or tendered in any form, including check or draft of Lessee, deposited in the mail or delivered by any other means to Lessor. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This extension applies only if no well is drilled or commenced upon the lands set forth expressly by this Lease. LJ 10.20.00

LJ 10.20.00

5. Notwithstanding anything to the contrary herein contained, it is agreed that prior to the commencement of the sale of oil or gas, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalties for a period of time in excess of 3 years from the expiration date of the primary term of this Lease

LESSOR:

X Lois Jantz
Lois Jantz, a married woman dealing
In her sole and separate property

572

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF **WYOMING**)
)§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF **SUBLETTE**)

THAT **W.N. McMurry, as Trustee of the W.N. McMurry Revocable Trust,** P.O. Box 50790, Casper, Wyoming 82605, as Assignor, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEES	**PERCENT**
Kenneth D. McMurry and Donna J. McMurry **P.O. Box 92** **Alcova, Wyoming 82620**	**.75000% of 8/8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

281520

RECORDED 00.22 2000 4:20PM
IN BOOK 116 046 PAGE 572
FEES $ 10.00 by COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zucker

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to be effective as of the 1st day of **December, 1998.**

W.N. MCMURRY REVOCABLE TRUST

By: W.N. McMurry
W.N. McMurry, as Trustee

STATE OF **WYOMING**)
)§
COUNTY OF **NATRONA**)

The foregoing instrument was acknowledged before me this 6th day of November 2000, by **W.N. McMurry, as Trustee of the W.N. McMurry Revocable Trust.**

WITNESS MY HAND AND OFFICIAL SEAL.

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

Linda J. Rock
Notary Public:

My Commission Expires: 11-19-02

EXHIBIT "A"

Attached to that certain Assignment of Overriding Royalty Interest between W.N. McMurry, as Trustee of the W.N. McMurry Revocable Trust, as Assignor and Kenneth D. McMurry and Donna J. McMurry, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-100902	USA	Eugene J. Wait, Jr.	8/1/86	Township 29 North, Range 108 West, 6th P.M. Section 35: NW/4NW/4 **(only as to the SHB 3-35 Well located in the NW/4NW/4 of Section 35)**	79 O&G	337

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CORRECTION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

281522

RECORDED Oct. 02 2000 4:35PM
IN BOOK 116 Oil PAGE 575
FEES $ 22.50 COUNTY Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, **Nerd Enterprises, Inc.,** is the Assignor in a certain Assignment of Overriding Royalty Interest dated effective February 10, 1995, executed in favor of **Mick McMurry**, as Assignee, recorded in Book 103 at page 133 of the records of Sublette County, Wyoming, (the "Assignment") covering leases described on Exhibit "A" attached hereto and made a part hereof in said County and State.

WHEREAS a typographical error was made in the interest conveyed by the Assignor in said Assignment and the parties are now desirous of correcting said error.

NOW, THEREFORE, in consideration of the premises and for the purpose of correcting the aforesaid interest, the undersigned do hereby stipulate and agree that the Assignment shall hereby be amended to convey, transfer, assign and set over unto the above described party an overriding royalty interest in the amount of **.061875%** of 8/8ths and not .0061875% of 8/8ths.

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided,

however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

The parties do hereby ratify and confirm that the Assignment, as corrected and amended hereby shall otherwise remain in full force and effect and shall be binding upon the parties thereto, their respective heirs, devisees, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this instrument on this 24th day of April, 2000, to be **effective as of February 10, 1995,** being the effective date of the Assignment.

NERD ENTERPRISES, INC.

By: Mick McMurry
Mick McMurry, President

By: Mick McMurry
Mick McMurry, individually

STATE OF **COLORADO**)
)
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **Mick McMurry, individually and as President of Nerd Enterprises, Inc.,** a Wyoming corporation, on behalf of said corporation, on this 24th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

Carrie Ann Varkevisser
Notary Public: Carrie Ann Varkevisser
370 17th St., Ste. 3050
Denver, CO 80202

My Commission Expires: 5/16/01

Attached to and made a part of that certain Correction of Assignment of Overriding Royalty Interest dated effective February 20, 1995, between Nerd Enterprises, Inc., and Mick McMurry.

COUNTY OF SUBLETTE

Lease Name / Number	Lessor	Lessee	Lease Date	Description	Acres	Recording Book	Recording Page
W-100902 (HBP)	USA	EUGENE J. WAIT, JR.	08/01/86	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 34: ALL - JONAH FEDERAL #32-34 (SW/4NE/4) SEC. 35: ALL	1,280.00		
W-102899	USA	EUGENE J. WAIT, JR.	08/01/86	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 27: ALL	640.00	88	393
W-106728	USA	CONOCO, INC.	07/01/85	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 29: ALL SEC. 31: LOTS 1-4; E/2; E/2W/2	1,308.82	88	399
W-107206	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 12: ALL SEC. 13: ALL SEC. 24: ALL	1,920.00	88	403
W-100901	USA	LIBERTY PETROLEUM CORPORATION	10/01/87	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: N/2; N/2SW/4; SE/4SW/4; SE/4	600.00	88	405
WYW-97279	USA	WINSTON L. THORNTON	11/01/86	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: ALL	640.00	92	465
WYW-128039 K14	USA	KENNETH K. FARMER	01/01/93	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: ALL SEC. 14: ALL SEC. 24: ALL SEC. 25: ALL	2,560.00	92	463
WYW-114848	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	96	554

577

WYW-115608	USA	JAMES O. BREENE, JR.	02/01/89	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7 SEC. 6: S/2NE/4; SE/4NW/4; E/2SW/4; SE/4	627.56	96	556
WYW-120614	USA	JAMES O. BREENE, JR.	07/01/90	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	96	558
WYW-118148	USA	R. K. O'CONNELL	12/01/89	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M. SEC. 20: E/2NE/4 SEC. 29: ALL SEC. 30: E/2NE/4; SE/4 SEC. 31: LOTS 1-4; E/2W/2;E/2 SEC. 32: ALL SEC. 33: W/2NW/4	2,323.52	96	554
WYW-102717	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 30: LOTS 1-4; E/2W/2; E/2 SEC. 31: LOTS 1-4; E/2W/2; E/2	1,284.80	98	423
WYW-102732	USA	EUGENE J. WAIT, JR.	12/01/86	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SE/4 SEC. 23: SW/4 SEC. 28: SE/4 SEC. 35; SE/4	640.00	98	421

578

[redacted] [redacted] [redacted]

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of the 23rd day of August, 2000, an Oil and Gas Lease was made and entered into by and between GRINDSTONE CATTLE CO., A WYOMING CORPORATION, AND MARGUERITE M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES M. MILLER, DECEASED, ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED, ROBERT M. MILLER AND TARA L. MILLER, H/W, KATHLEEN A. MILLER, SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, H/W, AND MATTHEW D. MILLER AND LISA R. MILLER, H/W, collectively referred to herein as Lessor ("Lessor") and AZTEC ENERGY CORPORATION, A Utah Corporation ("Lessee") whereby Lessor demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Oil and Gas Lease is for a two year primary term and contains other terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument may be executed in multiple original counterparts, each of which shall be deemed an original.

LESSOR:

Grindstone Cattle Co.
a Wyoming corporation

By: _____
Marguerite M. Miller

Its: _____ (title)

Date: _____

281552

RECORDED Nov. 27 2000 4:30 PM
IN BOOK 116 OR6 PAGE 579
FEES $ 16.00 M L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soules

_____
Marguerite M. Miller, Individually
and as Personal Representative of
the Estate of James M. Miller, Deceased

Date: _____

Robert M. Miller, Individually
and as Personal Representative of
the Estate of Mildred M. Miller, Deceased

Date:_____

Robert M. Miller and Tara L. Miller,
husband and wife

Date:_____

Kathleen A. Miller

Date:_____

Patricia M Roberts
Shad Z. Roberts and Patricia M. Roberts,
husband and wife

Date: 11-14-2006

Matthew D. Miller and Lisa R. Miller,
husband and wife

Date:_____

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he (or she or they) is the _____ of Grindstone Cattle Co., a Wyoming 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Marguerite Hermansen Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this _____ day of _____, 2000, before me personally appeared Robert M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, 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.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On this 14 day of November, 2000, before me, Notary Public, personally appeared Patricia M. Roberts to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

CAROL H. GONNELLA - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 23, 2002

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
COUNTY OF §

On this ____ day of _____, 2000, before me, Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____
Notary Public, State of Wyoming

STATE OF WYOMING §
§
§
COUNTY OF SUBLETTE §

On this ___ day of _____, 2000, before me appeared Dan C. Perry, to me personally known, who, being by me duly sworn, did say that he (or she or they) is the President of Aztec Energy Corporation, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dan C. Perry acknowledged that said instrument is the free act and deed of said corporation.

_____
Notary Public, State of Wyoming

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EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease from Grindstone Cattle Co., et al., as Lessor, and Aztec Energy Corporation, a Utah corporation, as Lessee.

LEGAL DESCRIPTION OF 1532.95 ACRES OF LAND
DESCRIBED IN TWO SEPARATE TRACTS OF 652.95 ACRES
AND 880.00 ACRES IN SUBLETTE COUNTY, WYOMING

Tract 1:

652.95 acres of land in Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming:

Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4

Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4

Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4

Section 20: NW/4NE/4, NE/4NW/4

Tract 2:

880.00 acres of land in Township 31 North, Range 111 West, 6th P.M. Sublette County, Wyoming:

Section 11: S/2NE/4, SE/4

Section 12: S/2N/2, S/2

Section 13: N/2N/2

including all accretion and riparian rights thereto.

After recording, return to:
Chrissy Vance
V.P. / Land Mgr.
Aztec Energy Corporation
7801 Broadway, Ste. 200
San Antonio, Tx 78209

FORM TA-21-2 [redacted] 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated September 21, 1999, from Michael D. Marincic and Brenda Dunford as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988 to ~~Starwood, Inc., a Texas Corp.~~, as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by ~~Starwood, Inc., a Texas Corporation~~ in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A", ATTACHED 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 Harvey Dean Luce, a single man

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corp. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Harvey Dean Luce, a single man	P O Box 219 Big Piney, WY 83113	$1,727.57

281631

RECORDED Dec. 4 2000 8:35 AM
IN BOOK 116 O+G PAGE 585
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 16th day of November, 2000.

Harvey Dean Luce

Harvey Dean Luce SS#520-38-8534 _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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 16th day of November, 19 2002, personally appeared Harvey Dean Luce

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

AMBER HAMMER NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES NOV. 08, 2003

My Commission Expires Nov. 8 2003

Amber Hammer
Notary Public.

Address: PO Box 428 Big Piney WY 83113

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
, 19
Dated
No. Acres
County,
Term
This instrument was filed for record on the
day of 19 , at
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated September 21, 1999 by and between Harvey Dean Luce, Lessor, and Starwood, Inc., a Texas Corporation, Lessee, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 3: Lots 2,8,9, SW/4NE/4, SE/4NW/4, NE/4SW/4, W/2SE/4
Section 4: Lots 1,2,5,6,7, SW/4NE/4
Section 9: Lots 1,4,6,7, W/2SE/4
Section 10: Lots 1,2,4,5, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 15: NW/4NE/4, NE/4NW/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork River.

Township 31 North, Range 110 West, 6th P.M.
Section 33: SE/4
Section 34: Lots 4,5,6,7, W/2SE/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT, WHEREAS, AZTEC ENERGY CORPORATION, 7801 Broadway, Suite 200, San Antonio, Texas 78209 ("Assignor"), is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas lease (the "Lease") covering the lands (the "Lands") described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Assignor desires to assign to STARWOOD, INC., a Texas corporation, P O Box 1830, Frisco, Colorado, 80443 ("Assignee"), the herein described overriding royalty interest attributable to production from the Lands covered by the Lease;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER and CONVEY to Assignee the following described overriding royalty interest attributable to all of the oil, gas and liquid hydrocarbons that may be produced, saved and sold from the Lands covered by the Lease in the following amount:

3.333333% of 8/8ths of the oil, gas and liquid hydrocarbons produced, saved and sold from the Lands covered by the Lease described on Exhibit "A"

Said overriding royalty interest shall be delivered free of cost or expense of development or operations, although said overriding royalty interest shall bear their proportionate share of any local, county, state, federal and any other applicable taxes on production.

The overriding royalty interest conveyed is subject, however, to the following:

1. The terms, provisions, conditions and limitations contained in the Lease as it effects the Lands covered thereby;

2. If any Lease covers less than the entire fee simple estate in the oil, gas and liquid hydrocarbons in and under the Lands covered thereby, then the overriding royalty shall be reduced proportionately;

3. If any pooling or unitization should be authorized under the terms of the Lease, then any pool or unit created by the lease owner under the authorizations contained therein shall be binding also upon this overriding royalty, and shall effect a pooling or unitization thereof;

281657

RECORDED Dec. 4 2000 4:35pM
IN BOOK 111 046 PAGE 588
FEES $ 10.00 M Cook CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sexton

4. Any development of lease premises and the continuation of the Lease shall be solely in the discretion of the lease owner, and no obligation with regard thereto shall exist by reason of these overriding royalties. The Lease may be released by the owner in accordance with the terms therein; and

8. This overriding royalty interest shall attach to and encumber any extension or renewal of the Lease, which extension or renewal is entered into between the lessors thereunder, their successors, heirs or assigns, and Assignor (including Assignor's principals, affiliates, or entities controlled directly or indirectly by Assignor), its successors and assigns.

TO HAVE AND HOLD unto the Assignee, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

EXECUTED this 26 day of October, 2000, but effective as of October 24, 2000.

ASSIGNOR

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 26th day of October, 2000, by Dan C. Perry, as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC, State of Texas

(Printed Notary Name)

SYLVIA N. GUTIERREZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 09-30-2004

EXHIBIT "A"
to that Assignment of Overriding Royalty Interest
from Aztec Energy Corporation to Starwood, Inc.

A.

Date:	8/23/00
Lessor:	Grindstone Cattle Co. and Marguerite M. Miller, Indiv. and as Personal Representative o/e/o James M. Miller, dec'd
Lessee:	Aztec Energy Corporation
Record:	Bk. 116, P. 378
Lands:	2,720 acres of land in Township 33 North, Range 110 West, 6th P.M., Sublette County, Wyoming:
	Section 15: S/2SW/4
	Section 16: All
	Section 21: E/2, E/2W/2
	Section 22: SW/4NE/4, W/2SE/4, W/2
	Section 27: NW/4NE/4, W/2SE/4, W/2
	Section 28: NE/4, E/2NW/4
	Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

[redacted] [redacted] [redacted]

CORRECTION OF AGREEMENT AND CONTRIBUTION OF PROPERTIES

This CORRECTION OF AGREEMENT AND CONTRIBUTION OF PROPERTIES is made effective as of January 1, 1999, to correct that certain Agreement and Contribution of Properties, placed of record in the Recorders Office of Sublette County, Pinedale, Wyoming on April 28, 1999 in Oil and Gas Book 111 Page 143, by and between MCNIC Oil & Gas Properties, Inc. (whose successor by merger is now MCN Oil & Gas Company) ("Assignor") and Rockies Acquisition Properties, Inc. (whose successor by name change is now Williams Production Rocky Mountain Company) ("Assignee").

An incorrect lease date of 08/18/02 was listed for the lease from Esther C. Chessman, as Lessor, found on page 11 of Exhibit A attached to said Agreement and Contribution of Properties recorded in Book 111 Page 143. The correct lease date is 08/18/98. This document is intended to correct said lease date of record.

IN WITNESS WHEREOF, this instrument is executed this 7th day of November, 2000.

MCN OIL & GAS COMPANY
(successor to MCNIC Oil & Gas Properties, Inc.)

By: _____
Richard L. Redmond, Jr.

Title: Executive Director

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY
(successor to Rockies Acquisition Properties, Inc.)

By: _____
J. D. Barnes

Title: Attorney in Fact

281670

RECORDED Dec 6 2000 9:15a M
IN BOOK 116 O&G PAGE 591
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Easton

1 Jonah Prospect

ACKNOWLEDGEMENTS

STATE OF: Michigan

SS.

COUNTY OF: Grand Traverse

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Redmond, Jr., known to be the person whose name is subscribed to the foregoing instrument as Executive Director of MCN OIL & GAS COMPANY, a corporation, and acknowledged to me that he/she he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of November, 2000.

Michelle Wilcox

Notary Public in and for the State of Michigan
Michelle Wilcox

MICHELLE WILCOX
NOTARY PUBLIC GR TRAVERSE CO., MI
MY COMMISSION EXPIRES Apr 11, 2004

My Commission Expires: April 11, 2004

STATE OF: Oklahoma

SS.

COUNTY OF: Tulsa

BEFORE ME, the undersigned authority, on this day personally appeared J. D. Barnes, known to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a corporation, and acknowledged to me that he/she he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2000.

Shirley A. Davis

Notary Public in and for the State of Oklahoma

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

My Commission Expires: 10/10/2001

Producers 88—[redacted]
Wyoming (U)
(12-56)

OIL AND [redacted]GAS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 27th day of November, 19X2000, by and between Vernon Ray Bennett, Individually, and as Trustee of the Vernon Ray Bennett Living Trust dated May 11, 1998 of 129 Bennett Road, Des Moines, NM 88418, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

28168?

RECORDED Dec. 6 2000 2:10PM
IN BOOK 116 OtG PAGE 593
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXXX~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such 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~~ at the above address ~~XXXXXXXXXX~~ (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 Ten thousand four hundred thirty-six & 60/100-- DOLLARS ($ 10,436.60), 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 and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Vernon Ray Bennett

Vernon Ray Bennett, Individually, and as
Trustee of the Vernon Ray Bennett Living Trust
dated May 11, 1998
SSN: 525-78-1352

STATE OF New Mexico }
COUNTY OF Union } SS. (Individual—Wyo.)

On this 29th day of November, ~~19~~2000, before me personally appeared Vernon Ray Bennett, 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:
December 10, 2002

Lora L. Bailey
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

My commission expires:

.....

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.

Seven

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 November 27, 2000, by and between Vernon Ray Bennett, Individually, and as Trustee of the Vernon Ray Bennett Living Trust dated May 11, 1998, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW4NE/4, SE/4

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

Signed for identification Vernon Ray Bennett

Vernon Ray Bennett, Individually, and as Trustee of the
Vernon Ray Bennett Living Trust dated May 11, 1998

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached , LESSOR and LESSEE also agree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) If, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

596

FORM TA-21-2 REV. 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 27, 2000, from Vernon Ray Bennett, Individually, and as Trustee of the Vernon Ray Bennett Living Trust dated May 11, 1998 to ~~Starwood, Inc., a Texas Corporation~~ as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION 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 Vernon Ray Bennett, Individually, and as Trustee of the Vernon Ray Bennett Living Trust dated May 11, 1998 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Vernon Ray Bennett Living Trust	129 Bennett Road Des Moines, NM 88418	$347.88

281688

RECORDED Dec 6 2000 2:10pM
IN BOOK 116 OG PAGE 596
FEES $10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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 27th day of November, ~~19~~2000.

X Vernon Ray Bennett (SEAL)
Vernon Ray Bennett, Individually, and as
Trustee of the Vernon Ray Bennett Living
Trust dated May 11, 1998
SSN: 525-78-1352

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Texas }
COUNTY OF Union } 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 29th day of November, A.D. 2000, personally appeared Vernon Ray Bennett

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires December 10, 2002

Tina L. Bailey
Notary Public.

Address: P.O. Box 34, Desmoines, NM 88418

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

Exhibit "A" attached to and made a part of that certain Ratification and Rental Division Order, dated November 27, 2000, by and between Vernon Ray Bennett, Individually, and as Trustee of the Vernon Ray Bennett Living Trust dated May 11, 1998, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
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Township 33 North, Range 111 West, 6th P.M.
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Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW4NE/4, SE/4

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

Signed for identification Vernon Ray Bennett

Vernon Ray Bennett, Individually, and as Trustee of the
Vernon Ray Bennett Living Trust dated May 11, 1998

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 27th day of November, XX2000, by and between Beverly A. Allen, Individually, and as Trustee of the Beverly A. Allen Revocable Trust dated 3-30-99 of 2912 Mandell Circle, Clovis, NM 88101, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281718

RECORDED Dec. 11 2000 9:08AM
IN BOOK 116 O&G PAGE 599
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacton

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 the above address ~~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 Ten thousand four hundred thirty-six & 60/100---- DOLLARS ($10,436.60), 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 and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Beverly A. Allen

Beverly A. Allen, Individually, and as
Trustee of the Beverly A. Allen Revocable
Trust dated 3-30-99
SSN: 525-90-1403

STATE OF New Mexico }
COUNTY OF Curry } SS.

(Individual—Wyo.)

On this 14th day of December, 2000, before me personally appeared Beverly A. Allen, 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:
11-12-2004

Roxzetta A. Hale
Notary Public

STATE OF }
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF }
COUNTY OF } SS.

(Corporation—Wyo.)

On this ..... day of ....., 19....., before me appeared .....
....., to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....
Notary Public

STATE OF }
COUNTY OF } SS.

(Certificate of Recording)

This instrument was filed for record on the ..... day of ....., 19..... at ..... o'clock ...M and recorded in Book ..... at Page ..... of the records of this office.

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated November 27, 2000, by and between Beverly A. Allen, Individually, and as Trustee of the Beverly A. Allen Revocable Trust dated March 30, 1999, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
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Section 28: NW/4NE/4, N/2NW/4

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Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW4NE/4, SE/4

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

Signed for identification Beverly A Allen
Beverly A. Allen, Individually, and as Trustee of the
Beverly A. Allen Revocable Trust dated March 30, 1999

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached , LESSOR and LESSEE also agree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) If, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

602

FORM TA-21-2 REV. 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 27, 2000, from Beverly A. Allen, Individually, and as ~~Trustee of the Beverly A.~~ Allen Revocable Trust dated 3-30-99 to ~~Starwood, Inc., a Texas Corporation~~, as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281713

RECORDED Dec. 11 2000 9:05 AM
IN BOOK 116 OAG PAGE 1002
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Beverly A. Allen, Individually, and as Trustee of the Beverly A. Allen Revocable Trust dated 3-30-99 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Beverly A. Allen Revocable Trust	2912 Mandell Circle Clovis, NM 88101	$347.88

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 27th day of November, 2000.

X Beverly A Allen (SEAL)
Beverly A. Allen, Individually, and as
Trustee of the Beverly A. Allen Revocable (SEAL)
Trust dated 3-30-99
SSN: 525-90-1403 (SEAL)

(SEAL)

[redacted] [redacted] [redacted]

STATE OF New Mexico }
COUNTY OF Curry } 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 1st day of December, 2000, personally appeared Beverly A. Allen

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 7-12-2004

Roberta A. Hale
Notary Public.

Address: 908 Colonial Parkway
Clovis NM 88101

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A.D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of, A.D. 19.

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

603

Exhibit "A" attached to and made a part of that certain Ratification and Rental Division Order, dated November 27, 2000, by and between Beverly A. Allen, Individually, and as Trustee of the Beverly A. Allen Revocable Trust dated March 30, 1999, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW4NE/4, SE/4

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

Signed for identification

Beverly A. Allen, Individually, and as Trustee of the
Beverly A. Allen Revocable Trust dated March 30, 1999

[redacted] [redacted] [redacted]

WY-0117-00

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW130234

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: McLish H P
   Street: 1675 Broadway #2400
   City, State, Zip Code: Denver CO 80202

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

281717

RECORDED Dec. 11 20 00 10:15AM
IN BOOK 116 046 PAGE 605
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033ON R. 109OW 06th Meridian WY State Sublette County

sec. 005 SW SWSE;
006 SE;
007 *LOTS 2-4;
007 E2 E2W2;
008 ALL;
017 N2NE;

Total acres in lease 1669.790
Rental retained $ 2505.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by [signature] (Signing Officer)

Supervisory Land Law Examiner (Title) AUG 27 1993 (Date)

EFFECTIVE DATE OF LEASE SEP 01 1993

FOR LESSEE

(Continued on reverse)

605

6006

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

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

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

Duly executed this 26 TH day of August, 19 93. [signature]
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

[redacted] [redacted] [redacted] 416.

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

281736

RECORDED Dec. 12 2000 9:00AM
IN BOOK 116 OF 6 PAGE 607
FEES $ 16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment of Oil and Gas Leases is from Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNOR") to McMurry Energy Company, a Wyoming corporation, 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202 and Nerd Energy, Inc., a Wyoming corporation, P. O. Box 3003, Casper, Wyoming, 82602, (collectively hereinafter referred to as "ASSIGNEES").

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 certain oil and gas leases as they cover the lands described on Exhibits "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Leases"); and

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 the following named ASSIGNEES the undivided interest shown opposite their respective names:

McMurry Energy Company	63.75%
Nerd Energy, Inc.	21.25%

in and to ASSIGNOR'S right, title and interest in the Subject Leases and rights thereunder, together with all personal property thereon, appurtenant thereto, and used or obtained in connection therewith. ASSIGNOR reserves and retains an undivided fifteen percent (15%) of its right, title and interest in and to the Subject Leases.

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. That certain Letter Agreement dated June 29, 2000, by and between Aztec Energy Corporation and McMurry Energy Company ("Agreement"), as amended;

2. The terms and provisions of the Subject Leases, including, but not limited to, both landowner's royalty and any overriding royalties, burdens or other payments existing of record prior to the effective date of this Assignment; and ASSIGNEES hereby assume and agree to comply with the terms, covenants and conditions of the Subject

Leases and pay their proportionate part of such royalties, overriding royalties and other payments

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 ASSIGNEES 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 ASSIGNEES, their successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment this 25th day of October, 2000, and is effective October 25, 2000.

ASSIGNOR:

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 25th day of Oct., 2000, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Sylvia N. Gutierrez
NOTARY PUBLIC, State of Texas

My Commission Expires:

9-30-2004

(Printed Notary Name)

SYLVIA N. GUTIERREZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 09-30-2004

EXHIBIT "A"
to Assignment of Oil and Gas Leases effective October 25, 2000
from Aztec Energy Corporation to McMurry Energy Company, et al.

Leases and Lands:

1.
Date: 8/1/00
Lessor: Wilma Bloom Davis, et ux
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 152
Lands: Township-31-North, Range-110-West, Sublette County, Wyoming
Sec. 4: W/2SW/4
Sec. 5: SW/4NE/4, S/2, S/2NW/4
Sec. 6: SE/4NE/4, E/2SE/4
Sec. 7: E/2NE/4
Sec. 8: E/2, SW/4, W/2NW/4
Sec. 9: W/2W/2, E/2SW/4, SW/4SE/4
Sec. 16: Lots 1,2,3, NE/4NW/4, NE/4,
containing 1,856.61 acres, m/l

2.
Date: 8/01/00
Lessor: Bonnie Bloom Alexander, et vir
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 155
Lands: same as Lease 1. above

3.
Date: 8/23/00
Lessor: Grindstone Cattle Co. and Marguerite M. Miller, Indiv.
and as Personal Representative o/e/o James M. Miller, dec'd
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 366
Lands: Tract 1: T-31-N, R-110-W, Sublette County, Wyoming
Section 7: Lot 3(31.06), Lot 4(30.98), SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE4SW/4, SW/4SW4, SW/4SE/4
Section 18: Lot 1(30.91), NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4
Tract 2: T-31-N, R-111-W
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2
totaling 1,532.95 acres, more or less, including accretion and riparian rights thereto.

4.
Date: 8/23/00
Lessor: Matthew D. Miller and Lisa R. Miller
Lessee: Aztec Energy Corporation
Record: Bk. , P.
Lands: same as Lease A. above

5.
Date: 8/23/00
Lessor: Robert M. Miller, Indiv. and as Personal Representative o/e/o Mildred M. Miller, dec'd, and Robert M. Miller and Tara L. Miller
Lessee: Aztec Energy Corporation
Record: Bk. 116, P.372
Lands: same as Lease A. above

6.
Date: 8/23/00
Lessor: Patricia M. Roberts and Shad Z. Roberts
Lessee: Aztec Energy Corporation
Record: Bk. , P.
Lands: same as Lease A. above

7.
Date: 8/23/00
Lessor: Kathleen A. Miller
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 408
Lands: same as Lease A. above

[redacted] [redacted] [redacted] 99

ASSIGNMENT

This Assignment (the "Assignment") is from **McMurry Energy Company**, a Wyoming corporation (herein referred to as "Assignor"), whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 to **Nerd Energy, Inc.**, a Wyoming corporation whose address is P.O. Box 3003, Casper, Wyoming 82602 and **Aztec Energy Corporation**, a Utah corporation whose address is 7801 Broadway, Suite 200, San Antonia, Texas 78209 (herein collectively referred to as "Assignee").

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, convey and deliver unto **Nerd Energy, Inc.**, an undivided twenty-one and 25/100ths percent (21.25%) and unto **Aztec Energy Corporation**, an undivided fifteen percent (15%) of Assignor's right, title and interest in and to the Oil and Gas Leases described and set forth on Exhibit "A" attached hereto and by this reference made a part hereof (the "Leases"), effective as of the date of this Assignment (the "Effective Date"), subject to (i) all liens, burdens and encumbrances of record, (ii) all the terms and the express and implied covenants and conditions of the Leases, and (iii) all royalties, overriding royalties and other payments out of or with respect to production which are of record; and Assignee hereby assumes and agrees to comply with the terms, covenants and conditions of the Leases and pay its proportionate part of such royalties, overriding royalties and other payments. Assignor reserves and retains an undivided sixty-three and 75/100ths percent (63.75%) of its right, title and interest in and to the Leases.

TO HAVE AND TO HOLD the Leases unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Leases by, through and under Assignor but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 29th day of October, 2000, but effective for all purposes as of the Effective Date.

ASSIGNOR:

McMurry Energy Company

John W. Robinson
Sr. Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of November, 2000 by John W. Robinson, the Sr. Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

LINDSEY JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public
Address: 370 17th St #3020
My commission expires: 11-30-2002

281737

UPON RECORDING RETURN TO :

McMurry Energy Company
370 17th Street
Suite 3020
Denver, CO 80202

RECORDED Dec 12 2000 9:00 A M
IN BOOK 116 O+G PAGE 611
FEES $ 8.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

611

Exhibit "A"

Attached to and made a part of that certain Assignment dated October 29, 2000 from McMurry Energy Company, as Assignor and Nerd Energy, Inc. and Aztec Energy Corporation, Assignee.

MEC Lse No.	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Ac.	Recorded
	Thomas Sanford, a married man dealing in his sole and separate property	McMurry Energy Company	10/10/00 4/10/01 option to renew 3 years	31N-111W	1 2 11 12	Lots 3,4, S/2NW, SW less 1 acre in the SESW Lots 1,2,3,4, SENW, S/2NE, SE, E/2SW N/2NE N/2NW less 1 acre in the NENW	996.97	———
	Thomas Sanford, a married man dealing in his sole and separate property	McMurry Energy Company	10/10/00 4/10/01 option to renew 3 years	32N-111W	26 27 34 35	SWSW S/2NE, SE NE SENE, W/2NE, NW, S/2	1040	———
	Lois Jantz, a married woman dealing in her sole and separate property	McMurry Energy Company	10/10/00 4/10/01 option to renew 3 years	31N-111W	1 2 11 12	Lots 3,4, S/2NW, SW less 1 acre in the SESW Lots 1,2,3,4, SENW, S/2NE, SE, E/2SW N/2NE N/2NW less 1 acre in the NENW	996.97	———
	Lois Jantz, a married woman dealing in her sole and separate property	McMurry Energy Company	10/10/00 4/10/01 option to renew 3 years	32N-111W	26 27 34 35	SWSW S/2NE, SE NE SENE, W/2NE, NW, S/2	1040	———

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 14th day of November, 2000 by and between Joan R. Miller

of 1479 Patrick Drive, Paradise, California 95969 hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281758

RECORDED Dec. 13 2000 11:30 A.M.
IN BOOK 116 O&G PAGE 613
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 the above address ~~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 Ten thousand four hundred thirty-six & 60/100 DOLLARS ($ 10,436.60) 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 and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Joan R. Miller

Joan R. Miller SSN: 541-32-9648

STATE OF Calif. }
COUNTY OF Butte } SS. (Individual—Wyo.)

On this 20th day of November, A.D. 2000, before me personally appeared Joan R. Miller, 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:
2/22/04

Lee Ann Brady
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: .....

LEE ANN BRADY
Commission # 1251518
Notary Public — California
Butte County
My Comm. Expires Feb 22, 2004

[redacted] [redacted] [redacted]

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated November 14, 2000, by and between Joan R. Miller, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification Joan R. Miller
Joan R. Miller

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, LESSOR and LESSEE also agree that if, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

6116

FORM TA-21-2 REV. 3-15-84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 14, 2000, from Joan R. Miller, as Lessors, to Starwood, Inc., a Texas Corporation as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281759

RECORDED DEC. 13 20 00 11:20 AM
IN BOOK 111a 046 PAGE 6116
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Section

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Joan R. Miller

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Joan R. Miller	1479 Patrick Drive Paradise, CA 95969	$2,087.32

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 20th day of November, XX2000.

X Joan R. Miller
Joan R. Miller SSN: 541-32-9648 (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[redacted] [redacted] [redacted]

STATE OF [redacted]f.
COUNTY OF Butte } ss.

[redacted] [redacted]

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 20th day of November, 19 2000, personally appeared JOAN R. Millen

and —

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2/22/04

Lee Brady
Notary Public.

Address: 6201 Clark Rd, Paradise, CA

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

LEE ANN BRADY
Commission # 1251518
Notary Public — California
Butte County
My Comm. Expires Feb 22, 2004

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

617

Exhibit "A" attached to and made a part of that certain Ratification and Rental Division Order, dated November 14, 2000, by and between Joan R. Miller, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification Joan R. Miller
Joan R. Miller

[redacted] [redacted] [redacted]

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of December, 19 2000, by and between Thomas J. Fury and Barbara A. Fury, Individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000 of 1613 Colonial Parkway, Clovis, NM 88101, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281760

RECORDED Dec. 13 20 00 11:30aM
IN BOOK 116 OR 6 PAGE 619
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 the above address ~~bank~~ (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 Ten thousand four hundred thirty-six & 60/100-- DOLLARS ($10,436.60), 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, 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, roteably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, 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 Thomas J. Fury
Thomas J. Fury, Individually and
as Trustee of the Thomas J. Fury
and Barbara A. Fury Revocable Trust
dated April 6, 2000
SSN: 585-18-0750

X Barbara A. Fury
Barbara A. Fury, Individually and
as Trustee of the Thomas J. Fury
and Barbara A. Fury Revocable Trust
dated April 6, 2000
SSN: 585-26-6037

STATE OF New Mexico }
COUNTY OF Curry } SS.

(Individual—Wyo.)

On this 7th day of December, 2000, before me personally appeared Thomas J. Fury, 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:
7-12-2004

Roberta A. Hale
Notary Public

STATE OF New Mexico }
COUNTY OF Curry } SS.

(Individual—Wyo.)

On this 7th day of December, 2000, before me personally appeared Barbara A. Fury, 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:

Roberta A. Hale
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

(Corporation—Wyo.)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

_____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

(Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock ____M and recorded in Book _____ at Page _____ of the records of this office.

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated December 1, 2000, by and between Thomas J. Fury and Barbara A. Fury, Individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000 as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
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Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
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Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification

Thomas J. Fury

Thomas J. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000

Barbara A. Fury

Barbara A. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached , LESSOR and LESSEE also agree as follows:

1) The royalty is one-eighth (1/8) before payout and shall increase to 15% after payout. Payout shall be defined as after recovery of all costs of drilling, completing, reworking and equipping any well or wells of all lands herein described or pooled herewith, less operating costs.

2) If, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

FORM TA-21-2 REV. 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated December 1, 2000, from Thomas J. Fury and Barbara A. Fury, Individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000 to STarwood, Inc., a Texas Corporation as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas COrporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281761

RECORDED Dec. 13 2000 11:30 AM
IN BOOK 116 Oth PAGE 622
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socha

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Thomas J. Fury and Barbara A. Fury, Individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000 and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Thomas J. Fury and Barbara A. Fury Revocable Trust	1613 Colonial Parkway Clovis, NM 88101	$347.89

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 1st day of December, 2000.

X Thomas J. Fury
Thomas J. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000
SSN: 585-18-0750

X Barbara A. Fury (SEAL)
Barbara A. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000 (SEAL)
SSN: 585-26-6037 (SEAL)

_____ (SEAL)

STATE OF [redacted]exico
COUNTY OF Curry } ss.

[redacted] [redacted]

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 7th day of December, 19 2000, personally appeared Thomas J. Fury

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 4-12-2004

Roberta A. Hale
Notary Public.

Address: 908 Colonial Parkway Clovis NM 88101

STATE OF New Mexico
COUNTY OF Curry } 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 7th day of December, 19 2000, personally appeared Barbara A. Fury

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2-12-2004

Roberta A. Hale
Notary Public.

Address: 908 Colonial Parkway
Clovis NM 88101

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A.D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of, A.D. 19.

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term
This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

Exhibit "A" attached to and made a part of that certain Ratification and Rental Division Order, dated December 1, 2000, by and between Thomas J. Fury and Barbara A. Fury, Individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

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Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification

Thomas J. Fury

Thomas J. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000

Barbara A. Fury

Barbara A. Fury, Individually and as Trustee of the Thomas J. Fury and Barbara A. Fury Revocable Trust dated April 6, 2000

ASSIGNMENT OF OVERRIDING ROYALTIES

Know all men by these presents: That Gordon Gerrard, Trustee (hereafter "assignor') of the Daniel Gerrard, Jr. Trust, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by assignor, does hereby sell, assign, set over, transfer and convey to Gordon Gerrard (hereafter "assignee"), of 309 Main Street, Evanston, Wyoming 82930-3641, his heirs, successors and assigns, thirty three and one-third percent (33 1/3 %) of assignor's right, title and interest in each of the following overriding royalty interest(s) (hereafter "OR") in and to the following oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands (hereafter "Oil and Gas Lease") described in the incorporated and attached exhibits (Exhibit A - Ownership and Exhibit C - Legal Descriptions) prepared and delivered to assignor by ExxonMobil (the page numbers of the respective exhibits were assigned by ExxonMobil and assignor will use the ExxonMobil page numbers in describing these two exhibits):

EXHIBIT A - OWNERSHIP

Exhibit A is titled "Exhibit A - Ownership." Exhibit A is a list of assignor's properties and the list sets forth assignee's decimal ownership interest of each property which property is identified with the respective property number and name, operator, county and state, together with the production from that property. Exhibit A comprises ~~eleven~~ TWELVE (11) (12) pages; the first page of the exhibit is numbered page ~~two~~ ONE (2) (1) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page twelve (12) .

EXHIBIT C - LEGAL DESCRIPTIONS

Exhibit C is titled "Exhibit C - Legal Descriptions." Exhibit C is a list of the legal descriptions of assignor's respective properties, together with a division order number and division order name identifying each of the properties. Exhibit C comprises three (3) pages; the first page of the exhibit is numbered page thirteen (13) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page fifteen (15). **281787**

RECORDED DEC. 15 2009 9:30 AM
IN BOOK 116 OF G PAGE 1025
FEES $43.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Looton

The overriding royalty interest(s) conveyed by this assignment are payable out of and only out of the oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands described above, and this assignment of Overriding Royalties is made without warranty of title, either express or implied.

In Witness Whereof: Assignor has executed and delivered this Assignment of Overriding Royalty Interest effective the 13th day of December, 2000.

Gordon Gerrard, Trustee
Daniel Gerrard, Jr.

Gordon Gerrard, Trustee
Daniel Gerrard, Jr.

State of Wyoming)
) ss.
County of Uinta)

On December 13, 2000, Gordon Gerrard appeared personally before me, the undersigned, a Notary Public in and for Wyoming, and he is known to me to be the person described as assignor in, and who executed, the Assignment of Overriding Royalty Interests, and he acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public for Wyoming
My commission expires:

BRENDA L. THOMPSON - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
My Commission Expires January 21, 2004

[redacted] [redacted]

DIVISION ORDER

To: EXXON MOBIL CORPORATION
(214) 951-4900
PO BOX 2080
DALLAS TX 75221

DATE: NOVEMBER 29, 2000

Owner Name and Address: GORDON GERRARD TRUSTEE
DANIEL GERRARD JR
309 MAIN ST
EVANSTON, WY USA 82930-3641

Owner Number: 41008600

The undersigned certifies the ownership of the decimal interest in production or proceeds as described on Exhibit A payable by EXXON MOBIL CORPORATION.

EXXON MOBIL CORPORATION shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

EXXON MOBIL CORPORATION is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse EXXON MOBIL CORPORATION any amount attributable to an interest to which the undersigned is not entitled.

EXXON MOBIL CORPORATION may accrue proceeds until the total amount equals $100, or pay ANNUALLY, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and EXXON MOBIL CORPORATION may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: NONE

Owner Signature(s):

Gordon Gerrard, Trustee for Daniel Gerrard
(OWNER SIGNATURE) (OWNER SIGNATURE)

GORDON GERRARD, TRUSTEE for DANIEL GERRARD
(PRINT OWNER NAME) (PRINT OWNER NAME)

Owner(s)Tax Id Number(s): 93-6180533

Owner Daytime Telephone #: 307-789-3740

Owner Fax Telephone #:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31% tax withholding and will not be refundable by EXXON MOBIL CORPORATION.

bREPT-140408

Exhibit A - Ownership

Property Number: 00004754 - 00001
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00004754 - 00002
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Exhibit A – Ownership

Property Number: 00015089 – 00001
Property Name: TIP TOP UT MUDDY A TR 21
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00015089 – 00003
Property Name: TIP TOP UT MUDDY A TR 61
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

630

Exhibit A – Ownership

Property Number: 00015089 - 00005
Property Name: TIP TOP UT MUDDY A TR 21
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 21			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00015089 - 00007
Property Name: TIP TOP UT MUDDY A TR 61
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 61			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit A - Ownership

Property Number: 00016151 - 00001
Property Name: TIP TOP UNIT A TR 06
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00003
Property Name: TIP TOP UNIT A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

632

Exhibit A – Ownership

roperty Number: 00016151 – 00017
roperty Name: TIP TOP UNIT A TR 59
perator: MOBIL OIL CORP – DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

roperty Number: 00016151 – 00018
roperty Name: TIP TOP UNIT A TR 61
perator: MOBIL OIL CORP – DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit A - Ownership

roperty Number: 00016151 - 00029
roperty Name: TIP TOP UNIT A TR 06
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

roperty Number: 00016151 - 00031
roperty Name: TIP TOP UNIT A TR 21
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

REPT-149406

Exhibit A – Ownership

roperty Number: 00016151 - 00045
roperty Name: TIP TOP UNIT A TR 59
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

operty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

roperty Number: 00016151 - 00046
roperty Name: TIP TOP UNIT A TR 61
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

operty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit A - Ownership

roperty Number: 00016152 - 00002
roperty Name: TIP TOP UNIT B TR 2
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

roperty Number: 00016152 - 00004
roperty Name: TIP TOP UNIT B TR 6
perator: MOBIL OIL CORP - DENVER E&P
ounty and State: SUBLETTE COUNTY, WYOMING
roduction: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

operty Legal Description: SEE EXHIBIT C

WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

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6036

Exhibit A - Ownership

Property Number: 00016152 - 00013
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00043
Property Name: TIP TOP UNIT B TR 2
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit A - Ownership

Property Number: 00016152 - 00045
Property Name: TIP TOP UNIT B TR 6
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00054
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

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Exhibit A - Ownership

Property Number: 00070067 - 00001
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00070067 - 00002
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit C - Legal Descriptions

)ivision Order No ; 00016151 - 00001
)ivision Order Name : TIP TOP UNIT A TR 06

0 28N 113
EC 30-T28N-113W W 6TH PM LOTS 5,6,7; NW/4 NE/4
****

)ivision Order No ; 00016151 - 00003
)ivision Order Name : TIP TOP UNIT A TR 21

2 28N 114

)ivision Order No : 00016151 - 00017
)ivision Order Name : TIP TOP UNIT A TR 59

3 028 114

)ivision Order No : 00016151 - 00018
)ivision Order Name : TIP TOP UNIT A TR 61

2 028 114
ECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19
****

)ivision Order No : 00016151 - 00029
)ivision Order Name : TIP TOP UNIT A TR 06

0 28N 113
EC 30-T28N-113W W 6TH PM LOTS 5,6,7; NW/4 NE/4
****

)ivision Order No : 00016151 - 00031
)ivision Order Name : TIP TOP UNIT A TR 21

2 28N 114

)ivision Order No : 00016151 - 00045
)ivision Order Name : TIP TOP UNIT A TR 59

3 028 114

)ivision Order No : 00016151 - 00046
)ivision Order Name : TIP TOP UNIT A TR 61

2 028 114
ECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19
****

)ivision Order No : 00004754 - 00001
)ivision Order Name : TIP TOP T86X-11G (MUDDY)

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Exhibit C - Legal Descriptions

EC 11 & 12,28N-114W
ECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 - 00002
Division Order Name : TIP TOP T86X-11G (MUDDY)

EC 11 & 12,28N-114W
ECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00015089 - 00001
Division Order Name : TIP TOP UT MUDDY A TR 21

2 28N 114

Division Order No : 00015089 - 00003
Division Order Name : TIP TOP UT MUDDY A TR 61

2 28N 114
OTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00015089 - 00005
Division Order Name : TIP TOP UT MUDDY A TR 21

2 28N 114

Division Order No : 00015089 - 00007
Division Order Name : TIP TOP UT MUDDY A TR 61

2 28N 114
OTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00016152 - 00002
Division Order Name : TIP TOP UNIT B TR 2

9 29N 113

Division Order No : 00016152 - 00004
Division Order Name : TIP TOP UNIT B TR 6

6 28N 113
W/4 SEC 2-T15N-R15W

Division Order No : 00016152 - 00013
Division Order Name : TIP TOP UNIT B TR 21

[redacted] [redacted] [redacted]

Exhibit C – Legal Descriptions

) 28N 113

ivision Order No : 00016152 – 00043
ivision Order Name : TIP TOP UNIT B TR 2

) 29N 113

ivision Order No : 00016152 – 00045
ivision Order Name : TIP TOP UNIT B TR 6

5 28N 113
W/4 SEC 2-T15N-R15W

ivision Order No : 00016152 – 00054
ivision Order Name : TIP TOP UNIT B TR 21

) 28N 113

ivision Order No : 00070067 – 00001
ivision Order Name : TIP TOP MUDDY N/P T18-12G

EC 12-28N-114W
/2 SW/4 OF SECTION 12-T28N-114W

ivision Order No : 00070067 – 00002
ivision Order Name : TIP TOP MUDDY N/P T18-12G

EC 12-28N-114W
/2 SW/4 OF SECTION 12-T28N-114W

End Of Division Order – Owner Level Report

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ASSIGNMENT OF OVERRIDING ROYALTIES

Know all men by these presents: That Gordon Gerrard, Trustee (hereafter "assignor') of the Daniel Gerrard, Jr. Trust, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by assignor, does hereby sell, assign, set over, transfer and convey to Judith Haeder of 1410 West Boulevard, Rapid City, SD 57701, her heirs, successors and assigns, thirty three and one-third percent (33 1/3 %) of assignor's right, title and interest in each of the following overriding royalty interest(s) (hereafter "OR") in and to the following oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands (hereafter "Oil and Gas Lease") described in the incorporated and attached exhibits (Exhibit A - Ownership and Exhibit C - Legal Descriptions) prepared and delivered to assignor by ExxonMobil (the page numbers of the respective exhibits were assigned by ExxonMobil and assignor will use the ExxonMobil page numbers in describing these two exhibits):

EXHIBIT A - OWNERSHIP

Exhibit A is titled "Exhibit A - Ownership." Exhibit A is a list of assignor's properties and the list sets forth assignee's decimal ownership interest of each property which property is identified with the respective property number and name, operator, county and state, together with the production from that property. Exhibit A comprises eleven (11) pages; the first page of the exhibit is numbered page two (2) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page twelve (12) .

EXHIBIT C - LEGAL DESCRIPTIONS

Exhibit C is titled "Exhibit C - Legal Descriptions." Exhibit C is a list of the legal descriptions of assignor's respective properties, together with a division order number and division order name identifying each of the properties. Exhibit C comprises three (3) pages; the first page of the exhibit is numbered page thirteen (13) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page fifteen (15). 281788

RECORDED Dec. 15 2000 9:30 A.M.
IN BOOK 116 O+G PAGE 642
FEES $ 43.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

The overriding royalty interest(s) conveyed by this assignment are payable out of and only out of the oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands described above, and this assignment of Overriding Royalties is made without warranty of title, either express or implied.

In Witness Whereof: Assignor has executed and delivered this Assignment of Overriding Royalty Interest effective the 13 day of December, 2000.

Gordon Gerrard, Trustee

Daniel Gerrard, Jr

Gordon Gerrard, Trustee
Daniel Gerrard, Jr.

State of Wyoming)
) ss.
County of Uinta)

On December 13, 2000, Gordon Gerrard appeared personally before me, the undersigned, a Notary Public in and for Wyoming, and he is known to me to be the person described as assignor in, and who executed, the Assignment of Overriding Royalty Interests, and he acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Brenda L Thompson

Notary Public for Wyoming
My commission expires:

BRENDA L. THOMPSON - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
My Commission Expires January 21, 2004

644

DIVISION ORDER

: EXXON MOBIL CORPORATION
(214) 951-4800
PO BOX 2060
DALLAS TX 75221

DATE: NOVEMBER 29, 2000

Owner Name GORDON GERRARD TRUSTEE
and Address: DANIEL GERRARD JR
309 MAIN ST
EVANSTON, WY USA 82930-3641

Owner Number: 41008600

he undersigned certifies the ownership of the decimal interest in production or proceeds as described on Exhibit A payable by XXON MOBIL CORPORATION.

XXON MOBIL CORPORATION shall be notified, in writing, of any change in ownership, decimal interest, or payment address. ll such changes shall be effective the first day of the month following receipt of such notice.

XXON MOBIL CORPORATION is authorized to withhold payment pending resolution of a title dispute or adverse claim sserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and eimburse EXXON MOBIL CORPORATION any amount attributable to an interest to which the undersigned is not entitled.

XXON MOBIL CORPORATION may accrue proceeds until the total amount equals $100, or pay ANNUALLY, whichever ccurs first, or as required by applicable state statute.

his Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or ny other contracts for the purchase of oil or gas.

n addition to the terms and conditions of this Division Order, the undersigned and EXXON MOBIL CORPORATION may have ertain statutory rights under the laws of the state in which the property is located.

pecial Clauses: NONE

)wner Signature(s): Gordon Gerrard, Trustee for Daniel Gerrard

(OWNER SIGNATURE) (OWNER SIGNATURE)

GORDON GERRARD, TRUSTEE FOR DANIEL GERRARD

(PRINT OWNER NAME) (PRINT OWNER NAME)

)wner(s)Tax Id Number(s): 93-6180533

)wner Daytime Telephone #: 307-789-3740

)wner Fax Telephone #:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31% tax withholding and will not be refundable by EXXON MOBIL CORPORATION.

REPT-149408

Exhibit A – Ownership

Property Number: 00004754 - 00001
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00004754 - 00002
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00015089 - 00001
Property Name: TIP TOP UT MUDDY A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00015089 - 00003
Property Name: TIP TOP UT MUDDY A TR 61
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

[redacted] [redacted] [redacted]

Exhibit A - Ownership

roperty Number: 00015089 - 00005
roperty Name: TIP TOP UT MUDDY A TR 21
)perator: MOBIL OIL CORP - DENVER E&P
:ounty and State: SUBLETTE COUNTY, WYOMING
'roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

)WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

'roperty Number: 00015089 - 00007
'roperty Name: TIP TOP UT MUDDY A TR 61
)perator: MOBIL OIL CORP - DENVER E&P
:ounty and State: SUBLETTE COUNTY, WYOMING
'roduction: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

roperty Legal Description: SEE EXHIBIT C

)WNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016151 - 00001
Property Name: TIP TOP UNIT A TR 06
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00003
Property Name: TIP TOP UNIT A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A – Ownership

Property Number: 00016161 - 00017
Property Name: TIP TOP UNIT A TR 59
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016161 - 00018
Property Name: TIP TOP UNIT A TR 61
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

650

Exhibit A – Ownership

Property Number: 00016151 - 00029
Property Name: TIP TOP UNIT A TR 06
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00031
Property Name: TIP TOP UNIT A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016151 - 00045
Property Name: TIP TOP UNIT A TR 59
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00046
Property Name: TIP TOP UNIT A TR 61
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016152 - 00002
Property Name: TIP TOP UNIT B TR 2
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00004
Property Name: TIP TOP UNIT B TR 6
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016152 - 00013
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00043
Property Name: TIP TOP UNIT B TR 2
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016152 - 00045
Property Name: TIP TOP UNIT B TR 6
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00054
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00070067 - 00001
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00070067 - 00002
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit C – Legal Descriptions

Division Order No : 00016151 – 00001
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30-T28N-113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00003
Division Order Name : TIP TOP UNIT A TR 21

02 28N 114

Division Order No : 00016151 – 00017
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00018
Division Order Name : TIP TOP UNIT A TR 61

02 028 114
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00016151 – 00029
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30-T28N-113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00031
Division Order Name : TIP TOP UNIT A TR 21

02 28N 114

Division Order No : 00016151 – 00045
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00046
Division Order Name : TIP TOP UNIT A TR 61

02 028 114
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 – 00001
Division Order Name : TIP TOP T86X-11G (MUDDY)

SEC 11 & 12,28N-114W
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 - 00002
Division Order Name : TIP TOP T86X-11G (MUDDY)

SEC 11 & 12,28N-114W
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00015089 - 00001
Division Order Name : TIP TOP UT MUDDY A TR 21

02 28N 114

Division Order No : 00015089 - 00003
Division Order Name : TIP TOP UT MUDDY A TR 61

02 28N 114
LOTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00015089 - 00005
Division Order Name : TIP TOP UT MUDDY A TR 21

02 28N 114

Division Order No : 00015089 - 00007
Division Order Name : TIP TOP UT MUDDY A TR 61

02 28N 114
LOTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00016152 - 00002
Division Order Name : TIP TOP UNIT B TR 2

19 29N 113

Division Order No : 00016152 - 00004
Division Order Name : TIP TOP UNIT B TR 6

06 28N 113
SW/4 SEC 2-T15N-R15W

Division Order No : 00016152 - 00013
Division Order Name : TIP TOP UNIT B TR 21

20 28N 113

Division Order No : 00016152 - 00043
Division Order Name : TIP TOP UNIT B TR 2

19 29N 113

Division Order No : 00016152 - 00045
Division Order Name : TIP TOP UNIT B TR 6

06 28N 113
SW/4 SEC 2-T15N--R15W

Division Order No : 00016152 - 00054
Division Order Name : TIP TOP UNIT B TR 21

20 28N 113

Division Order No : 00070067 - 00001
Division Order Name : TIP TOP MUDDY N/P T18-12G

SEC 12-28N-114W
W/2 SW/4 OF SECTION 12-T28N-114W

Division Order No : 00070067 - 00002
Division Order Name : TIP TOP MUDDY N/P T18-12G

SEC 12-28N-114W
W/2 SW/4 OF SECTION 12-T28N-114W

End Of Division Order - Owner Level Report

ASSIGNMENT OF OVERRIDING ROYALTIES

Know all men by these presents: That Gordon Gerrard, Trustee (hereafter "assignor') of the Daniel Gerrard, Jr. Trust, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by assignor, does hereby sell, assign, set over, transfer and convey to Constance Gerrard of 417 First Street, SE, Washington, DC 20003, her heirs, successors and assigns, thirty three and one-third percent (33 1/3 %) of assignor's right, title and interest in each of the following overriding royalty interest(s) (hereafter "OR") in and to the following oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands (hereafter "Oil and Gas Lease") described in the incorporated and attached exhibits (Exhibit A - Ownership and Exhibit C - Legal Descriptions) prepared and delivered to assignor by ExxonMobil (the page numbers of the respective exhibits were assigned by ExxonMobil and assignor will use the ExxonMobil page numbers in describing these two exhibits):

EXHIBIT A - OWNERSHIP

Exhibit A is titled "Exhibit A - Ownership." Exhibit A is a list of assignor's properties and the list sets forth assignee's decimal ownership interest of each property which property is identified with the respective property number and name, operator, county and state, together with the production from that property. Exhibit A comprises eleven (11) pages; the first page of the exhibit is numbered page two (2) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page twelve (12) .

EXHIBIT C - LEGAL DESCRIPTIONS

Exhibit C is titled "Exhibit C - Legal Descriptions." Exhibit C is a list of the legal descriptions of assignor's respective properties, together with a division order number and division order name identifying each of the properties. Exhibit C comprises three (3) pages; the first page of the exhibit is numbered page thirteen (13) and succeeding pages are numbered consecutively ending with the last page of the exhibit numbered page fifteen (15). 281789

RECORDED Dec. 15 2000 9:30AM
IN BOOK 116 OR6 PAGE 659
FEES $ 43.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaccon

The overriding royalty interest(s) conveyed by this assignment are payable out of and only out of the oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands described above, and this assignment of Overriding Royalties is made without warranty of title, either express or implied.

In Witness Whereof: Assignor has executed and delivered this Assignment of Overriding Royalty Interest effective the 13 day of December, 2000.

Gordon Gerrard, Trustee
Daniel Gerrard, Jr

Gordon Gerrard, Trustee
Daniel Gerrard, Jr.

State of Wyoming)
) ss.
County of Uinta)

On December 13, 2000, Gordon Gerrard appeared personally before me, the undersigned, a Notary Public in and for Wyoming, and he is known to me to be the person described as assignor in, and who executed, the Assignment of Overriding Royalty Interests, and he acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Brenda L Thompson
Notary Public for Wyoming
My commission expires:

BRENDA L. THOMPSON - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
My Commission Expires January 21, 2004

[redacted] [redacted] [redacted]

DIVISION ORDER

'o : EXXON MOBIL CORPORATION
(214) 951-4900
PO BOX 2060
DALLAS TX 75221

DATE: NOVEMBER 29, 2000

Owner Name and Address: GORDON GERRARD TRUSTEE
DANIEL GERRARD JR
309 MAIN ST
EVANSTON, WY USA 82930-3641

Owner Number: 41006800

'he undersigned certifies the ownership of the decimal interest in production or proceeds as described on Exhibit A payable by :XXON MOBIL CORPORATION.

:XXON MOBIL CORPORATION shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

:XXON MOBIL CORPORATION is authorized to withhold payment pending resolution of a title dispute or adverse claim isserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and eimburse EXXON MOBIL CORPORATION any amount attributable to an interest to which the undersigned is not entitled.

:XXON MOBIL CORPORATION may accrue proceeds until the total amount equals $100, or pay ANNUALLY, whichever ccurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or iny other contracts for the purchase of oil or gas.

n addition to the terms and conditions of this Division Order, the undersigned and EXXON MOBIL CORPORATION may have ertain statutory rights under the laws of the state in which the property is located.

Special Clauses: NONE

Owner Signature(s): Gordon Gerrard Trustee for Daniel Gerrard
(OWNER SIGNATURE) (OWNER SIGNATURE)

GORDON GERRARD, TRUSTEE for DANIEL GERRARD
(PRINT OWNER NAME) (PRINT OWNER NAME)

Owner(s)Tax Id Number(s): 93-6180533

Owner Daytime Telephone #: 307-789-3740

Owner Fax Telephone #:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31% tax withholding and will not be refundable by EXXON MOBIL CORPORATION.

REPT-149408

1616

Exhibit A - Ownership

Property Number: 00004754 - 00001
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00004754 - 00002
Property Name: TIP TOP T86X-11G (MUDDY)
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP T86X-11G (MUDDY)			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00015089 - 00005
Property Name: TIP TOP UT MUDDY A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00015089 - 00007
Property Name: TIP TOP UT MUDDY A TR 61
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UT MUDDY A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016151 - 00001
Property Name: TIP TOP UNIT A TR 06
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00003
Property Name: TIP TOP UNIT A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016151 - 00017
Property Name: TIP TOP UNIT A TR 59
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00018
Property Name: TIP TOP UNIT A TR 61
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016151 - 00029
Property Name: TIP TOP UNIT A TR 06
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 06			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 - 00031
Property Name: TIP TOP UNIT A TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT A TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A – Ownership

Property Number: 00016151 – 00045
Property Name: TIP TOP UNIT A TR 59
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP UNIT A TR 59			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016151 – 00046
Property Name: TIP TOP UNIT A TR 61
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP UNIT A TR 61			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A – Ownership

Property Number: 00016152 – 00002
Property Name: TIP TOP UNIT B TR 2
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 – 00004
Property Name: TIP TOP UNIT B TR 6
Operator: MOBIL OIL CORP – DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016152 - 00013
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00043
Property Name: TIP TOP UNIT B TR 2
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 2			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00016152 - 00045
Property Name: TIP TOP UNIT B TR 6
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 — TIP TOP UNIT B TR 6			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00016152 - 00054
Property Name: TIP TOP UNIT B TR 21
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP UNIT B TR 21			
41008600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit A - Ownership

Property Number: 00070067 - 00001
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: GAS/NGLs

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Property Number: 00070067 - 00002
Property Name: TIP TOP MUDDY N/P T18-12G
Operator: MOBIL OIL CORP - DENVER E&P
County and State: SUBLETTE COUNTY, WYOMING
Production: OIL, CONDENSATE

DATE: NOVEMBER 29, 2000
EFFECTIVE DATE: 01-AUG-86

Property Legal Description: SEE EXHIBIT C

OWNER NUMBER	OWNER NAME / OWNER ADDRESS	TYPE OF INTEREST	DECIMAL INTEREST
1 -- TIP TOP MUDDY N/P T18-12G			
41006600	GERRARD, DANIEL GORDON GERRARD TRUSTEE DANIEL GERRARD JR 309 MAIN ST EVANSTON WY USA 82930-3641	OR	0.01500000

Exhibit C – Legal Descriptions

Division Order No : 00016151 – 00001
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30–T28N–113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00003
Division Order Name : TIP TOP UNIT A TR 21

02 28N 114

Division Order No : 00016151 – 00017
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00018
Division Order Name : TIP TOP UNIT A TR 61

02 028 114
SECTIONS 2, 11, 12, AND 13 T28N–R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00016151 – 00029
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30–T28N–113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00031
Division Order Name : TIP TOP UNIT A TR 21

02 28N 114

Division Order No : 00016151 – 00045
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00046
Division Order Name : TIP TOP UNIT A TR 61

02 028 114
SECTIONS 2, 11, 12, AND 13 T28N–R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 – 00001
Division Order Name : TIP TOP T86X–11G (MUDDY)

[redacted] [redacted] [redacted]

Exhibit C – Legal Descriptions

Division Order No : 00016151 – 00001
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30–T28N–113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00003
Division Order Name : TIP TOP UNIT A TR 21

)2 28N 114

Division Order No : 00016151 – 00017
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00018
Division Order Name : TIP TOP UNIT A TR 61

)2 028 114
SECTIONS 2, 11, 12, AND 13 T28N–R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00016151 – 00029
Division Order Name : TIP TOP UNIT A TR 06

30 28N 113
SEC 30–T28N–113W W 6TH PM LOTS 5,6,7; NW/4 NE/4

Division Order No : 00016151 – 00031
Division Order Name : TIP TOP UNIT A TR 21

)2 28N 114

Division Order No : 00016151 – 00045
Division Order Name : TIP TOP UNIT A TR 59

13 028 114

Division Order No : 00016151 – 00046
Division Order Name : TIP TOP UNIT A TR 61

)2 028 114
SECTIONS 2, 11, 12, AND 13 T28N–R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 – 00001
Division Order Name : TIP TOP T86X–11G (MUDDY)

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Exhibit C - Legal Descriptions

SEC 11 & 12,28N-114W
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00004754 - 00002
Division Order Name : TIP TOP T86X-11G (MUDDY)

SEC 11 & 12,28N-114W
SECTIONS 2, 11, 12, AND 13 T28N-R114W, 6TH P.M.
SECTION 2 CONSIST OF LOTS 14 AND 19

Division Order No : 00015089 - 00001
Division Order Name : TIP TOP UT MUDDY A TR 21

02 28N 114

Division Order No : 00015089 - 00003
Division Order Name : TIP TOP UT MUDDY A TR 61

02 28N 114
LOTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00015089 - 00005
Division Order Name : TIP TOP UT MUDDY A TR 21

02 28N 114

Division Order No : 00015089 - 00007
Division Order Name : TIP TOP UT MUDDY A TR 61

02 28N 114
LOTS 14 AND 19, SEC 2-T28N-R114W, 6TH P.M

Division Order No : 00016152 - 00002
Division Order Name : TIP TOP UNIT B TR 2

19 29N 113

Division Order No : 00016152 - 00004
Division Order Name : TIP TOP UNIT B TR 6

06 28N 113
SW/4 SEC 2-T15N-R15W

Division Order No : 00016152 - 00013
Division Order Name : TIP TOP UNIT B TR 21

20 28N 113

Division Order No : 00016152 – 00043
Division Order Name : TIP TOP UNIT B TR 2

19 29N 113

Division Order No : 00016152 – 00045
Division Order Name : TIP TOP UNIT B TR 6

06 28N 113
SW/4 SEC 2-T15N-R15W

Division Order No : 00016152 – 00054
Division Order Name : TIP TOP UNIT B TR 21

20 28N 113

Division Order No : 00070067 – 00001
Division Order Name : TIP TOP MUDDY N/P T18-12G

SEC 12-28N-114W
W/2 SW/4 OF SECTION 12-T28N-114W

Division Order No : 00070067 – 00002
Division Order Name : TIP TOP MUDDY N/P T18-12G

SEC 12-28N-114W
W/2 SW/4 OF SECTION 12-T28N-114W

End Of Division Order – Owner Level Report

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

281859

RECORDED Dec. 19 2000 9:40 AM
IN BOOK 116 046 PAGE 676
FEES $ 12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carlson

KNOW ALL MEN BY THESE PRESENTS:

THAT **McMURRY ENERGY COMPANY**, a Wyoming corporation, 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties ("Assignees") in the amounts shown:

ASSIGNEE	**PERCENT**
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	**an undivided twenty-five percent (25%)**
Carol J. McMurry 3877 Crestone Drive Loveland, Colorado 80537	**an undivided twenty-five percent (25%)**
Gayle L. Kinnison #3 County Road 199 Pinedale, Wyoming 82941	**an undivided twenty-five percent (25%)**
W. Neil McMurry 1030 Stafford Casper, Wyoming 82609	**an undivided twenty-five percent (25%)**

of a 1% or a 2% (as specified on Exhibit A opposite each lease under the column heading ORR%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof. The overriding royalty herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company, a Wyoming general partnership, said system being hereinafter referred to as the "Jonah Pipeline", such transportation costs shall not exceed the gathering fees actually charged to MOC by Jonah Pipeline as of June 1, 2000. A schedule of the gathering fees charged by Jonah Pipeline to MOC as of June 1, 2000 is available for examination by interested parties at the offices of Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the amount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month Index Prices for Colorado Interstate Gas Company (Rocky Mountains), Kern River Gas Transmission Company (Wyoming) and Northwest Pipeline Corp. (Rocky Mountains) as published by Inside F.E.R.C.'s Gas Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipeline(s) shall be used. In the event the Index Price ceases to be published for all of such pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select an alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or the Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production which is sold during such month. If no production is sold during a month, then royalties on production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignees will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs of processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignees hereunder.

With respect to the lease(s) described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire leasehold working interest in said lease(s) and to the extent that said lease(s) covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignees shall be proportionately reduced.

THIS instrument is executed to be effective as of the **1st day** of **June, 2000.**

MCMURRY ENERGY COMPANY

By: _____
John W. Robinson, Senior Vice President

STATE OF **COLORADO**)
)§
COUNTY OF **DENVER**)

SUBSCRIBED AND SWORN TO before me by **John W. Robinson, as Senior Vice President of McMurry Energy Company**, a Wyoming corporation, on behalf of said corporation, on this 12 day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Notary Public: Lynette Y. Johnson
3701 17th St., Ste. 3020
Denver, CO 80202

My Commission Expires 11/30/2002

Exhibit A
Oil and Gas Leasehold in Sublette County, WY

MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Legal Description	ORR %
WY-051-00011-00	WYW-015316	Fred M. Harrington	11	247	5/1/53	New Fork	Township 31 North, Range 108 West, 6th P.M.	
							Section 32: W/2NE/4	2
							Section 32: W/2SE/4	1
WY-051-00025-00	WYW-144994	S. J. Jelso	12	184	7/1/51	New Fork	Township 31 North, Range 108 West, 6th P.M.	
							Section 32: E/2NW/4	2
							Section 32: E/2SW/4	2
WY-051-00026-00	WYW-144996	R. A. Trombley	12	200	7/1/51	New Fork	Township 31 North, Range 108 West, 6th P.M.	
							Section 31: W/2NE/4	2
							Section 31: W/2SE/4	1

* Federal Units: New Fork Unit dated 3/30/81, Serial No. WYW-109608X, covers: T30N-R107W -SWNW, NWSW of Section 30; T30N-R108W - Ptns of Secs. 4, 6, 8, 10, 11, 14, 16, 25; All of Secs. 5, 9, 15
T31N-R108W -Ptns of Secs. 19, 29, 23; All of Secs. 30-32; T31N, R109W, Ptns of Secs. 2, 10, 11, 12, 23; All of Secs. 3, 13, 14, 24, 25
T32N, R109W, Ptns of Secs. 27, 28, 33, 35; All of Sec. 34. Said lands comprise the Ft. Union Formation Participating Areas "A" and "B" to which the Unit has contracted.

[redacted]

[redacted]

[redacted]

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ASSIGNMENT

This Assignment (the "Assignment") is from **Starwood, Inc.**, a Texas corporation (herein referred to as "Assignor"), whose address is P.O. Box 200, Basalt, CO 81621, to **Aztec Energy Corporation**, a Utah corporation (herein referred to as "Assignee"), whose address is 7801 Broadway, Suite 200, San Antonio, Texas, 78209.

WHERAS, by Extension/Top Lease of Oil and Gas Lease recorded June 30, 1999 in Book 111 at Page 651 and by Extension/Top Lease of Oil and Gas Lease recorded May 18, 1999 in Book 111 at Page 434 of the records of Sublette County, Wyoming, Assignee did modify, extend and lease unto Assignee, lands covered by that certain Corrected Oil and Gas Lease dated December 16, 1993 recorded in Book 101 at Page 259 by and between High Mountain Ranches, Inc., as lessor and Starwood, Inc. as lessee; and

WHEREAS, it was the intent of Assignor and Assignee, that Assignee lease unto itself, its successors and assigns, certain lands covered by said Corrected Oil and Gas Lease effective as of the date of the Extension/Top Lease of Oil and Gas Lease recorded June 30, 1999 in Book 111 at Page 651 and the Extension/Top Lease of Oil and Gas Lease recorded May 18, 1999 in Book 111 at Page 434 of the records of Sublette County, Wyoming (hereafter referred to as the "Effective Date");

NOW THEREFORE, Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, transfer, convey and deliver unto Assignee effective as of the Effective Date, all of Assignor's right, title and interest in and to the following oil and gas lease and lands:

a. That certain Corrected Oil and Gas Lease dated December 16, 1993 recorded in Book 101 at Page 259 by and between High Mountain Ranches, Inc., as lessor and Starwood, Inc. as lessee, insofar as the following described lands:

Township 32 North, Range 111 West, 6th P. M.
Section 22: SWSE
Section 25: W/2NW
Section 26: N/2SE, SWNW
Section 27: NW
Containing 400 acres, more or less,

281860

RECORDED Dec. 19 2000 9:40AM
IN BOOK 110 OAG PAGE 1080
FEES $5.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Lease and the total net revenue interest attributable to the working interest in the Subject Lease as of the Effective Date of this Assignment (the "Overriding Royalty"). The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to each of the Subject Leases. Such Overriding Royalty shall be free and clear of all cost and expense but shall bear its proportionate part of all local, county, state, federal and any other applicable taxes on production. The Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Lease. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no obligation, express or implied to the Overriding Royalty Owners to explore or develop the Subject Lease. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Lease, whether by Assignee or an entity affiliated by organization or contract.

TO HAVE AND TO HOLD the above described lands unto Assignee and Assignee's successors in title and assigns forever. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 14th day of November, 2000, but effective for all purposes as of the Effective Date.

ASSIGNEE:
Aztec Energy Corporation

Dan C. Perry
President

ASSIGNOR:
Starwood, Inc.

By: Don R. Holloway
Title: President

[redacted] [redacted] [redacted]

STATE OF ~~Bexar~~ Texas)
) §
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me this 14th day of November, 2000 by Dan C. Perry as President of Aztec Energy Corporation.

WITNESS my hand and official seal.
(SEAL)

Notary Public
Address: 1801 Broadway, San Antonio, TX 78209

My Commission expires: July 1, 2002

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

STATE OF Colorado)
) §
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21st day of November, 2000 by Don R. Holloway as President of Starwood, Inc.

WITNESS my hand and official seal.
(SEAL)

JENNIFER L. TAYLOR
NOTARY
PUBLIC
STATE OF COLORADO

Notary Public
Address: PO Box 6240 Dillon CO 80435

My Commission Expires: 8/6/2004

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2
HANSON & STRAHN

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of October, 2000, by and between Bonney Eken, aka Bonney Beecher Eken, aka Bonney Eken Prentice, and Leslie A. Prentice, her husband, Whose post office address is 3070 NE 41st Ave., Portland, OR 97212, hereinafter called Lessor (whether one or more) and HANSON & STRAHN, INC. whose post office address is P.O. Box 3020, Cheyenne, Wyoming 82003, hereinafter called Lessee:

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

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

281937

RECORDED Dec 21 2000 8:00AM
IN BOOK 116 Oth PAGE 682
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 560.00 acres, more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

Leslie A. Prentice

Bonney Eken, aka Bonney Beecher Eken, aka Bonney Eken Prentice

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 423-4691

STATE OF Oregon }
COUNTY OF Multnomah } 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 20 November day of _____, 2000, personally appeared Bonney Eken, aka Bonney Beecher Eken, aka Bonney Eken Prentice, and Leslie A. Prentice, her husband and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

Address: 1900 SW 4th Avenue, Ste 7000
Portland, OR 97201

OFFICIAL SEAL
TRAVIS OGAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 326420
MY COMMISSION EXPIRES AUG 22, 2003

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 _____, _____, 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. _____, 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. _____.

_____
Notary Public.

(SEAL)

My Commission expires _____

Address: _____

No. _____
FROM
TO
Dated _____, 19____
No. Acres _____
County _____
Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

AMENDMENT TO OIL AND GAS LEASE

WHEREAS, Rock Springs National Bank, Successor Trustee for the Fear Family Trust, as lessor, did under date of December 22nd, 1997, make and execute unto Hanson & Strahn, Inc. as lessee, a certain oil and gas lease, covering the following described lands, situated in Sublette County, State of Wyoming, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 13: SE1/4SW1/4, SW1/4SE1/4
Section 23: SE1/4NE1/4, NE1/4SE1/4, W1/2SE1/4, SE1/4SE1/4
Section 24: W1/2
Section 25: N1/2NW1/4, SW1/4NW1/4
Section 26: NE1/4

Containing 880.00 acres, more or less.

AND WHEREAS, Exhibit "A" of said lease contains a provision granting the lessee the option but not the obligation to extend the primary term of said lease.

AND WHEREAS, it has been determined that the provision is unclear as to how the lessee may be required to make payment to exercise its right to extend said lease.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, and for the purpose of making the said lease more definite and certain as to how the lessee may extend the primary term of the lease, the following clause shall replace the existing clause on Exhibit "A" of said lease:

"If, at the expiration of the primary term of this lease on December 22, 2000, this lease is not continued beyond the primary term by production, by operations or by any other provision of the lease, Lessee, its successors and assigns, has the option, but not the obligation, to extend the primary term of this lease for an additional term of one year commencing December 22, 2000. The option to extend may be exercised by Lessee tendering to Lessor, its successors and assigns, at the last known address of Lessor, the sum of $15.00 per net mineral acre covered by the lease on or before December 22, 2000. Upon tender of this payment to Lessor, the primary term of this lease shall be extended for an additional one year period until December 22, 2001, and as long thereafter as oil or gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted on the leased premises, or upon lands pooled, communitized or unitized with lands covered by leased premises.

If this lease is extended for an additional one year period pursuant to the preceding paragraph, and if at the end of the extended term of the lease on December 22, 2001, the lease is not continued beyond the extended primary term by production, by operations or by any other provision contained in the lease, the Lessee shall have the option, but not the obligation, to extend the lease again for an additional term of one year commencing December 22, 2001. This option to extend may be exercised by Lessee tendering to Lessor, its successors and assigns, at the last known address of Lessor, the sum of $15.00 per net mineral acre covered by the lease on or before December 22, 2001. Upon tender of this payment to Lessor, the primary term of this lease shall be extended for an additional one year period until December 22, 2002, and as long thereafter as oil or gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted on the leased premises, or upon lands pooled, communitized or unitized with lands covered by leased premises.

If this lease has been extended for two additional one year periods pursuant to the preceding two paragraphs, and if at the end of that extended period on December 22, 2002 the lease is not continued beyond the extended primary term by production, by operations or by any other provision contained in the lease, the Lessee shall have the option, but not the obligation, to extend the lease again for an additional term of one year commencing from December 22, 2002. This option to extend may be exercised by Lessee tendering to Lessor, its successors and assigns, at the last known address of Lessor, the sum of $15.00 per net mineral acre covered by the lease on or before December 22, 2002. Upon tender of this payment to Lessor, the primary term of this lease shall be extended for an additional one year period until December 22, 2003, and as long thereafter as oil or gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted on the leased premises, or upon lands pooled, communitized or unitized with lands covered by leased premises."

281978

RECORDED Dec 26 2002 2:30 PM
IN BOOK 116 Adt PAGE 684
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L [redacted]

[redacted] [redacted] [redacted]

No extension of the lease by Lessee pursuant to any of the preceding paragraphs shall enlarge the Lessee's obligations under the lease. No extension of the lease by Lesee pursuant to any of the preceding paragraphs shall be construed to be a limitation on any other provision of this lease which may result in extension of the lease.

WITNESS our hands and seals this 15 day of December, A.D. 2000.

Attest:

Patricia A. Greenlee

Rock Springs National Bank, Successor Trustee of the Fear Family Trust

By: Ben K. Hansen

STATE OF _____ }
}ss
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, Wyoming, 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(s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

_____
Notary Public

Address: _____

STATE OF Wyoming)
) SS.
COUNTY OF Sweetwater

On this 15th day of December, A.D. 2000, before me personally appeared Ben K. Hansen, Trust Officer of the Rock Springs National Bank, to me personally known, who, being by me duly sworn, did say that he is the Trust Officer, of the Rock Springs National Bank 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 Trust Officer acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 15th day of December, A.D. 2000.

Teresa Noble

_____
Notary Public

My Commission Expires: 7-18-02

Address: ~~Cheyenne, Wyoming~~

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

6860

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of November, 2000 by and between Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased, of 6275 Desert Star Rd., Las Cruces, NM 88005, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281983

RECORDED Dec 26 2000 3:05PM
IN BOOK 116 Misc PAGE 686
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 ~~XXX~~ at the above address ~~XXXXXX~~ (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 Ten thousand four hundred thirty-six & 60/100--- DOLLARS ($10,436.60), 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

[redacted] [redacted] [redacted]

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, 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 Jackie Mae Martin

Jackie Mae Martin, as personal representative
of the ~~estate of Marian G. Pinson~~, ~~deceased, and individually as the sole devi~~see
Tax ID: 524-52-6515 of Marian G. Pinson, deceased

STATE OF NEW MEXICO
COUNTY OF DONA ANA } SS. (Individual—Wyo.)

On this 17th day of November, 2000, ~~Xxx~~, before me personally appeared JACKIE MAE MARTIN, in her above capacity as Per. Rep. and individually 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:
June 17, 2001

Notary Public

STATE OF
COUNTY OF } SS. (Individual—Wyo.)

On this day of, 19, before me personally appeared
, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS. (Corporation—Wyo.)

On this day of, 19, before me appeared
, to me personally known, who, being by me duly sworn, did say that he is the President of , a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS. (Certificate of Recording)

This instrument was filed for record on the day of, 19 at o'clock M and recorded in Book at Page of the records of this office.

Register of Deeds By Deputy

AFTER RECORDING, RETURN TO:

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated November 16, 2000, by and between Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification Jackie Mae Martin
Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, LESSOR and LESSEE also agree that if, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

[redacted] [redacted] [redacted]

FORM TA-21-2 REV. 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 16, 2000, from

Jackie Mae Martin, as personal representative of the estate of, as Lessors, Marian G. Pinson, deceased, and individually as sole devisee of Marian G. Pinson, deceased to ~~Starwood, Inc., a Texas Corporation~~, as Lessee, recorded in Book _____, Page _____,

of the _____ Records of Sublette County, Wyoming, is owned by

Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281984

RECORDED Dec 26 2000 3:05 PM
IN BOOK 116 Pct PAGE 689
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we

Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased	6275 Desert Star Rd. Las Cruces, NM 88005	$521.83

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 16th day of November, 19 2000.

X Jackie Mae Martin
Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased
Tax ID: 525-52-6515 (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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STATE OF NEW MEXICO
COUNTY OF DONA ANA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of November, 2000, ~~XXX~~, personally appeared JACKIE MAE MARTIN, Per. Rep. of the Estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased

and ~~XXX~~

_____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires June 17, 2001

Notary Public.

2100 N. Main St., Suite 2
Address: ~~Las Cruces, NM 88001~~

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, dated November 16, 2000, by and between Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification Jackie Mae Martin

Jackie Mae Martin, as personal representative of the estate of Marian G. Pinson, deceased, and individually as the sole devisee of Marian G. Pinson, deceased

692

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of November, 2000 by and between Jackie Mae Martin, (FKA Jackie Mae Pinson) and R. Wilson Martin, Individually and as wife and husband of 6275 Desert Star Rd., Las Cruces, NM 88005, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P O Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281985

RECORDED Dec 26 2000 3:25 PM
IN BOOK 116 Misc PAGE 692
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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 5,218.30 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after 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 cosinghead 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 ~~Bankrat~~ at the above address (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 Ten thousand four hundred thirty-six & 60/100 DOLLARS ($10,436.60), 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

[redacted] [redacted] [redacted]

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, 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 Jackie Mae Martin
Jackie Mae Martin SSN: 524-52-6515

x R. Wilson Martin
R. Wilson Martin SSN: 410-38-8382
Pro Forma

STATE OF NEW MEXICO
COUNTY OF DONA ANA } SS. (Individual—Wyo.)

On this 27th day of November, 2000, xx, before me personally appeared JACKIE MAE MARTIN and R. WILSON MARTIN, her husband, pro forma, 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:
June 17, 2001

Notary Public

STATE OF
COUNTY OF } SS. (Individual—Wyo.)

On this ____ day of ____, 19____, before me personally appeared ____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS. (Corporation—Wyo.)

On this ____ day of ____, 19____, before me appeared ____, to me personally known, who, being by me duly sworn, did say that he is the ____ President of ____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ____ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS. (Certificate of Recording)

This instrument was filed for record on the ____ day of ____, 19____ at ____ o'clock ____M and recorded in Book ____ at Page ____ of the records of this office.

Register of Deeds

By
Deputy

AFTER RECORDING, RETURN TO:

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated November 16, 2000, by and Jackie Mae Martin and R. Wilson Martin, Individually and as wife and husband, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
Section 17: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 18: Lots 1, 2, E/2, E/2NW/4, NE/4SW/4
Section 20: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4
Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

[redacted]

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification

Jackie Mae Martin
Jackie Mae Martin

R. Wilson Martin
R. Wilson Martin

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, LESSOR and LESSEE also agree that if, or when, any portion of the land included in this lease expires, LESSEE shall have the first right of refusal to lease any of the portions of the land included in this lease, which have expired. LESSOR shall provide LESSEE with a copy of the lease submitted to LESSOR that LESSOR is willing to agree to the terms thereof and sign. LESSEE shall have seven days after the receipt of such lease to agree to lease under the same terms with LESSOR. If LESSEE agrees to lease under the same terms of the submitted lease then LESSEE will mail such a lease to LESSOR within fourteen days of the receipt of the lease LESSOR was willing to agree to the terms thereof and sign. This first right of refusal shall expire ten years from the date of this lease.

[redacted] [redacted] [redacted]

FORM TA-21-2 [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated November 16, 2000, from Jackie Mae Martin, (FKA Jackie Mae Pinson) and R. Wilson Martin, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book _____, Page _____, of the _____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

281986

RECORDED Dec 26 2000 3:05 PM
IN BOOK 116 PAGE 695
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jackie Mae Martin and R. Wilson Martin, wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Jackie Mae Martin and R. Wilson Martin	6275 Desert Star Rd. Las Cruces, NM 88005	$260.92

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 16th day of November, 2000.

X Jackie Mae Martin
Jackie Mae Martin SSN: 524-52-6515

X R. Wilson Martin (SEAL)
R. Wilson Martin SSN: 410-38-8382

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF NEW MEXICO
COUNTY OF DONA ANA } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of November, 2000, xxx 19____, personally appeared JACKIE MAE MARTIN and R. WILSON MARTIN, her husband, pro forma,

xxx

_____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires June 17, 2001

Notary Public.

Address: 2100 N. ~~Main St.~~, Suite 2, Las Cruces, New Mexico 88001

STATE OF_____
COUNTY OF_____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this_____ day of_____, A.D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did say that he is the_____ of_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said_____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this_____ day of_____, A.D. 19____.

Notary Public.

(SEAL)

Address: _____

My Commission expires_____

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

County,_____

Term_____

This instrument was filed for record on the_____ day of_____, 19____, at_____ o'clock_____M., and duly recorded in Volume_____ Page_____ of the records of this office.

_____
County Clerk.

By_____
Deputy.

When recorded return to

Exhibit "A" attached to and made a part of that certain Ratification and Rental Division Order, dated November 16, 2000, by and between Jackie Mae Martin and R. Wilson Martin, Individually and as wife and husband, as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4
Section 8: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4
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Section 21: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 28: NW/4NE/4, N/2NW/4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE/4SW/4, SW/4SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4, N/2SE/4
Section 12: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, SW/4SW/4, SE/4
Section 13: NE/4NE/4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S/2NW/4, W/2NE/4, S/2
Section 34: N/2NE/4, SE/4NE/4
Section 35: W/2, SW/4NE/4, SE/4

Signed for identification

Jackie Mae Martin

Jackie Mae Martin

R. Wilson Martin

R. Wilson Martin

698

WYW92A
Dry Piney
50339-000

Form 3000-3a
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 20 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-92223

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

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
00 SEP -1 AM 10 00

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Questar Exploration and Production Company
   Street 1331 Seventeenth Street, Suite 800
   City, State, ZIP Code Denver, Colorado 80202

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

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
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 114 West, 6th P.M. Section 12: NW/4SW/4, W/2NW/4 From the surface down the stratigraphic equivalent of 7877 feet, total depth reached in the Gentle Annie 1-12 well located in the SW/4NW/4 of Section 12, Township 27 North, Range 114 West, Sublette County, Wyoming.	50%	50%	-0-	-0-	Those of record
Operating Rights below the stratigraphic equivalent of 7877 feet. Containing 120.00 acres more or less Sublette County, Wyoming This Assignment is subject to the terms and conditions of that certain Letter Agreement dated March 22, 2000 and Assignment and Bill of Sale effective January 1, 2000, by and between Questar Exploration and Production Company and EOG Resources, Inc. This Assignment is subject to the terms and conditions of that certain Trade Agreement dated August 18, 1998 by and between Exxon Corporation and Enron Oil & Gas Company.	25%	25%	-0-	-0-	Those of record

282000

RECORDED Dec 27 2000 2:10 PM
IN BOOK 116 Q+6 PAGE 698
FEES $ 10.00 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 transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds Legal or equitable title to this lease.

☒ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer) LAND LAW EXAMINER (Title) AUG 29 2000 (Date)

[redacted] [redacted] **FOR ASSIGNEE** [redacted]

[redacted] [redacted] [redacted]

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

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 9th day of May 20 00 Executed this 9th day of May ,20 00
But shall be effective as of January 1, 2000
Name of Transferor EOG Resources, Inc.
Please type or print

Transferor Or Agent and Attorney-in-fact — Andrew C. Morris

600 Seventeenth Street, Suite 1100 North
(Transferor's Address)

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

Transferee Or ~~Attorney-in-fact~~ — Questar Exploration and Production Company

G. L. Nordloh
President and CEO

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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

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

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

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On the 10th day of May, 2000, personally appeared before me, Andrew C. Morris who, being by me duly sworn, did say that he is the Agent and Attorney-in-Fact of EOG Resources, Inc. and that said instrument was signed in behalf of said corporation.

My Commission Expires:

My Commission Expires July 26, 2002

Betty A. Herrold
Notary Public

BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

TRUSTEE'S DEED

FOR VALUE RECEIVED, SUNTRUST BANK, GULF COAST, TRUSTEE OF THE WILLIAM J. TAYLOR REVOCABLE TRUST UTA DATED SEPTEMBER 23, 1993, P.O. Drawer 1847, Venice, FL 34284-1847, the Grantor, does hereby grant, bargain, sell, and convey unto WILLIAM F. TAYLOR, 1125 Hamilton Avenue, Palo Alto, CA 94301, the Grantee, the following described real estate interests in Sublette County, Wyoming, to-wit:

1. THE INTEREST OF THE WILLIAM J. TAYLOR REVOCABLE TRUST UTA DATED SEPTEMBER 23, 1993 AS A 9.375% LESSEE UNDER U.S. GOVERNMENT LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, SERIAL NO. EVANSTON 018722(A), WHICH LEASE IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 28 N., R. 114 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 1: Lots 7 and 8, S½NW¼, SW¼, SW¼ SE¼, containing 340.76 acres, subject to the Tip Top Unit Agreement, approved February 19, 1948.

2. THE INTEREST OF THE WILLIAM J. TAYLOR REVOCABLE TRUST UTA DATED SEPTEMBER 23, 1993 AS A 9.375% LESSEE UNDER U.S. GOVERNMENT LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, SERIAL NO. EVANSTON 018722(B), WHICH LEASE IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 6: Lots 16 to 21 inclusive
     Section 7: Lots 5 to 16 inclusive

   - T. 28 N., R. 114 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 1: Lots 5 and 6, S½NE¼, N½SE¼, SE¼SE¼

     containing 856.07 acres, subject to the Tip Top Unit Agreement, approved February 19, 1948.

3. THE INTEREST OF THE WILLIAM J. TAYLOR REVOCABLE TRUST UTA DATED SEPTEMBER 23, 1993 IN THE BURLEY MESAVERDE UNIT, APPROVED BY THE BUREAU OF LAND MANAGEMENT, EFFECTIVE 11-1-98, AND CONTAINING 559.61 ACRES OF LAND; SAID INTEREST ARISING UNDER U.S. GOVERNMENT LEASE NO. WYW-01495 AS TO TRACT 5 OF SAID UNIT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   - T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 18: Lot 18, SW¼, SE¼

4. THE INTEREST OF THE WILLIAM J. TAYLOR REVOCABLE TRUST UTA DATED SEPTEMBER 23, 1993 IN U.S. GOVERNMENT LEASE NO. WYW-01495 AS TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 18: NW¼, SE¼

TOGETHER WITH all improvements and appurtenances thereto appertaining.

282001

1

RECORDED Dec 27 2000 2:25 P M.
IN BOOK 116 Pg 6 PAGE 701
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

TO HAVE AND TO HOLD real estate interests, with their appurtenances, unto the said Grantee, and to his successors, and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this deed this 21st day of December, 2000.

SUNTRUST BANK, GULF COAST, TRUSTEE,
WILLIAM J. TAYLOR REVOCABLE TRUST,
UTA DATED SEPTEMBER 23, 1993

BY: Mark Cohen
Name: MARK COHEN
TITLE: Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF Sarasota)

On this 21st day of December, 2000, before me personally appeared Mark Cohen of SUNTRUST BANK, GULF COAST, AS TRUSTEE OF THE WILLIAM J. TAYLOR REVOCABLE TRUST, UTA DATED SEPTEMBER 23, 1993, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that SUNTRUST BANK, GULF COAST executed the same as Trustee of said Trust.

Witness my hand and official seal.

Sallijim Struble
Notary Public SALLIJIM STRUBLE

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
SALLIJIM STRUBLE
CC 736169
MY COMMISSION EXP. MAY 17, 2002

[redacted] [redacted] [redacted]

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

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of December, 19 99 by and between

White Acorn Ranch, a Wyoming Corporation

whose post office address is 2877 Sinks Canyon Road, Lander, WY 82520, hereinafter called Lessor (whether one or more) and

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

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

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 27 North, Range 103 West, 6th P.M
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West, 6th P.M.
Section 35: SW/4 NE/4 & SE/4 NW/4

See Exhibit "A" attached hereto and made a part hereof

and containing 160 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particulary, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

282060

John Bertagnolli
John Bertagnolli, President

Tax I.D.#
83-0169830

RECORDED Jan 3 2001 8:00AM
IN BOOK 116 046 PAGE 703
FEES $ 10.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
} ss.
COUNTY OF .....

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ✓ ....WYOMING.....
} ss.
COUNTY OF ✓ ...SWEETWATER.....

On this ✓ ...21ST.... day of ✓ ..DECEMBER..... 19 ✓ 99...., before me personally appeared
JOHN BERTAGNOLLI
..... known to me to be the ✓ PRESIDENT .....

of ✓ ..... WHITE ACORN RANCH, A WYOMING CORPORATION .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

✓ Paula Starkey
Notary Public

My commission expires:
✓ JANUARY 15, 2001 Residing at ROCK SPRINGS, WYOMING

PAULA STARKEY - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2001

RECORDING DATA

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated December 9, 1999, by and between White Acorn Ranch, a Wyoming Corporation, as lessor and Wolverine Gas and Oil Corporation, as lessee.

1) All references made herein to a one-eighth (1/8) royalty are hereby amended to read 16.5 % royalty.

2) This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of $10.00 per acre for the land then covered by the extended lease, such payment to be made prior to the expiration of the original primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

Signed for Identification:

✓ John Bertagnolli

John Bertagnolli, President
White Acorn Ranch, a Wyoming Corporation

706

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

282088

RECORDED Jan. 4 2001 3:45 p M
IN BOOK 116 OAG PAGE 706
FEES $ 61.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This Assignment, Bill of Sale and Conveyance ("Assignment") is made and entered into by and between **HUNT OIL COMPANY**, with a mailing address of 1445 Ross at Field, Dallas, Texas 75202-2785 (hereinafter called "Assignor") and **BERCO RESOURCES, LLC**, with a mailing address of One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202 (hereinafter called "Assignee").

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor hereby grants, sells, assigns and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the following:

1) All of Hunt's interest in those certain oil and gas leases or other interests described in Exhibit A or lands pooled or unitized therewith; any oil and gas lease covering any of the lands described in Exhibit A, to the extent such lease covers the lands described in Exhibit A, whether or not such lease is described on Exhibit A or inaccurately described on Exhibit A ("Leases"); all tangible personal property located under, upon or appurtenant to the Leases or any unit of which any such Lease is a part, including any disposal systems, plants, compressors, treating and processing systems, pipelines or gathering systems ("Equipment"), rights-of-way, easements, fee surface estates associated with the Leases or other lands set forth in Exhibit A ("Other Land Interests"), together with Hunt's ownership interest in the well or wells located on the lands described in Exhibit A (whether or not listed on Exhibit B) ("Wells"); and Hunt's interest in any personal property, fixtures, material, equipment, and facilities therein and thereon or used in connection with the use or operation of the Leases, Equipment, Other Land Interests, Wells, ownerships, or other interests for oil and/or gas purposes, including the vehicles as described on Exhibit A-1 ("Other Assets").

2) All contract rights relating to the Subject Property including but not limited to any operating agreements, communitization agreements, unit agreements, unit operating agreements, farmout agreements, processing agreements, transportation agreements, and gas and/or oil sales agreements, and all claims and causes of action relating to gas underproduction imbalances relating to the Interests ("Contract Rights").

3) All of the applicable files, records and data directly relating to the items described in Subsections 1) and 2) above including, without limitation, joint interest billings, check receipts and third-party disbursement records, and records relating to ad valorem, excise and other production-related taxes, land and lease files, well files, title records including abstracts of title, title opinions, contracts, geological and geophysical information and data to the extent that same can be transferred, production records, all logs including electric logs, core data, pressure data and decline curves and graphical production curves and all related matters in the possession of Hunt (collectively the "Records")..

4) The Leases, Equipment, Other Land Interests, Wells, Contract Rights, Records and Other Assets are collectively referred to as the "Subject Property".

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever the Subject Property and all right and obligations pertaining thereto.

[redacted] [redacted] [redacted]

This Assignment is subject to the following terms and conditions:

1) Assignee is hereby transferred, assigned and conveyed all Assignor's interest in: (a) all fixtures, equipment and other personal property located in, on and/or pertinent to or used and obtained in connection with the Subject Property; (b) all agreements, contracts (including contracts for the sale of production), operating agreements, unitization agreements, farmout agreements, processing agreements, transportation agreements, gas sales agreements, permits, licenses, easements, right-of-way, surface leases, servitudes, franchises and any other agreements **INSOFAR AND ONLY INSOFAR** as they pertain to the Subject Property and all claims and causes of action relating to gas underproduction and/or overproduction imbalances relating to the Subject Property (whether or not specifically described herein) but only insofar as same related to the interest assigned herein.

2) From and after the Effective Time, any and all benefits, obligations, and liabilities associated with such gas production imbalance accounts shall accrue to and be the responsibility of Assignee. Assignee shall assume Assignor's actual overproduction or underproduction position in the Subject Property as of the Effective Time. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the Effective Time hereof, including proceeds attributable to product inventories above the pipeline connection and gas product inventories as of the Effective Time and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the Subject Property prior to the Effective Time.

3) Assignor 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 and further 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.

4) It is the intention and agreement of Assignor and Assignee hereunder that the provisions of this Assignment be severable. Should the whole, or any portion of a section or paragraph, be judicially held to be void or invalid, such holding shall not affect other portions which can be given effect without the invalid or void portion.

5) This Assignment is subject to the provisions of that certain Purchase and Sale Agreement between Assignor and Assignee dated as of November 22, 2000, and in the event of a conflict, the terms of the Purchase and Sale agreement shall control in all respects and shall not be deemed to have merged into the terms of this Assignment.

6) Assignor hereby binds itself, its successors and assigns, to warrant and forever defend unto Assignee, its successors and assigns, the Subject Property against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

7) Assignor further gives and grants unto Assignee full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made to Assignor with respect to the Subject Property.

8) **ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE SUBJECT PROPERTY INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT THE PERSONAL PROPERTY, FIXTURES AND ITEMS AND THE CONDITION OF THE PROPERTIES ARE BEING CONVEYED TO ASSIGNEE AS IS, WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.**

This Assignment is executed as of this 20th day of December 2000, but shall have an effective time of January 1, 2001, (the "Effective Time").

Assignor:

HUNT OIL COMPANY

By: _____
Craig S. Glick
Senior Vice President - Business Development

Assignee:

BERCO RESOURCES, LLC

By: _____

Name: William S. Berger

Title: President

This instrument was prepared by Hunt Oil Company
1445 Ross at Field, Dallas, Texas 75202.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 20th day of December, 2000, by Craig S. Glick, Senior Vice President - Business Development of HUNT OIL COMPANY, a Delaware corporation, on behalf of the corporation.

Deborah J. Efurd
Notary Public in and for the State of Texas
My Commission Expires:

DEBORAH J. EFURD
COMMISSION EXPIRES
MARCH 24, 2001

STATE OF Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 22nd day of December, 2000, by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware limited liability company on behalf of the limited liability company.

Kelly D. Byrd
Notary Public in and for the State of ~~Texas~~ Colorado
My Commission Expires: July 13, 2002

KELLY D. BYRD
NOTARY
PUBLIC
STATE OF COLORADO

Acknowledgment page attached to and made a part of Assignment, Bill of Sale and Conveyance.

BIRD CANYON FIELD, SUBLETTE AND LINCOLN COUNTIES, WYOMING

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
P00168 00	USA #W-90875	TERRA RESOURCES INC R-O-W FOR ACCESS ROAD 40' WIDE & 17.13 MILES LONG ACROSS: T26N-R111W SECS 5 & 6 T26N-R112W SECS 1, 2, 3, 4 T27N-R111W SECS 20, 21, 28, 31, 32 & 33 T27N-R112W SECS 21, 22, 27, 28, 31, 32, 33 & 34 R-O-W COVERS LANDS IN LINCOLN AND SWEETWATER COUNTIES	06/12/1985				WY LINCOLN
P00174 00	USA #WYW-094551	TERRA RESOURCES INC T27N-R111W R-O-W FOR TWO ACCESS ROADS 40' WIDE BY 1.90 MILES LONG ACROSS: SEC 21: N2N2 SERVING PHILLIPS STATE #1-16, #2-16	09/13/1985				WY SUBLETTE
P00190 00	USA #WYW-096279	TERRA RESOURCES INC T27N-R111W R-O-W FOR GAS PIPELINE 50' WIDE BY 3200' LONG ACROSS: SEC 21: N2 W4, SE4 SW4, S2 SE4 SERVING REARDON DRAW #4-21	08/07/1986				WY SUBLETTE
P44078 00	USA #W-54137	MELVIN MEESTER T27N-R111W SEC 21: SW4, NE4, NW4	04/01/1976	64	155		WY SUBLETTE
P44085 00	USA #W-54913 (KGS)	RAINBOW RESOURCES INC T27N-R112W SEC 14: S2	06/01/1976				WY SUBLETTE
P53392 00	USA #WYW-096253	TERRA RESOURCES INC R-O-W FOR NATURAL GAS TRUNKLINE, GATHERING LINE AND PIPELINE ACROSS: T27N-R111W SEC 19: S2S2 SEC 20: E2NE4, SW4NE4, SW4, NW4SE4 SEC 21: N2N2, SW4NW4, NW4SW4 T27N-R112W SEC 25: N2, E2SE4 SEC 36: NE4NE4	12/02/1985				WY SUBLETTE
P55413 00	USA #W-57811	FRED GOODSTEIN T27N-R110W	10/01/1977				WY SUBLETTE

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		SEC 24: N2, E2SW4 SEC 25: E2NW4					

McDONALD DRAW FIELD, SUBLETTE COUNTY, WYOMING

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
P00156 00	WY SL #4946	PACIFIC ENTERPRISES OI T28N-R111W SEC 16: A STRIP OF LAND IN THE NE, SAID STRIP OF LAND BEING 50' IN WIDTH, 25' TO THE LEFT AND 25' TO THE RIGHT OF THE CENTERLINE DESCRIBED IN THE LEASE	01/31/1991				WY SUBLETTE
P00161 00	USA #WYW-091084	TERRA RESOURCES INC T28N-R112W SEC 22: SE4 SE4 R-O-W FOR ACCESS ROAD 30 FEET BY 500 FEET	12/13/1988				WY SUBLETTE
P00188 00	USA #WYW-091087	TERRA RESOURCES INC T28N-R112W SEC 14: SW4 SW4 SEC 15: S2 NW4, NE4 SW4 SE4 SEC 23: NW, NE SW SEC 27: NE4 NE4 RIGHT-OF-WAY FOR GAS PIPELINE 30 FEET BY 11,107.5 FEET.	05/18/1989				WY SUBLETTE
P36020 00	USA #W-54471	ANGELO J LIBERATORE T28N-R112W SEC 35: LOTS 1-3, SENE	09/01/1976				WY SUBLETTE
P53765 01	DOROTHY CLEO HADDENHAM	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	12/30/1987	81	199		WY SUBLETTE
P53765 02	ELIZABETH HADDENHAM	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36	12/30/1987	81	197		WY SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
		AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 03	JESSIE STOTTS ET VIR	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10. INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	12/30/1987	81	195		WY SUBLETTE
P53765 04	HAZEL MARTS	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10. INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	01/04/1988	81	330		WY SUBLETTE
P53765 05	ALVA F SMITH ET AL	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	12/30/1987	81	586		WY SUBLETTE
P53765 06	ALICE SCHAFFER	TERRA RESOURCES INC T28N-R112W SEC 23: W2 SW4, AND LOT 9 (43.04 AC) AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.	07/28/1988	81	740		WY SUBLETTE
P53765 07	MARIE GRAVES ET VIR	TERRA RESOURCES INC	07/28/1988	81	706		WY SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
		T28N-R112W SEC 23: W2 SW4, AND LOT 9 (43.04 AC) AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.					
P53765 08	LLOYD G BONDURANT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11 SEC 26: NE4 NW4, NW4 SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/16/1988	81	716		WY SUBLETTE
P53765 09	JUNE DARLENE CLARK	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 9 (43.04 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.	08/03/1988	81	718		WY SUBLETTE
P53765 10	LEONARD D VICKREY ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 9 (43.04 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE PHOSPHORIA FORMATION.	08/03/1988	81	737		WY SUBLETTE
P53765 11	KATHRYN C CATALANO ET VIR	TERRA RESOURCES INC T28N-R112W SEC 23: W2SW4, AND LOT 9 (43.04 AC) AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.	07/28/1988	81	709		WY SUBLETTE
P53765 12	CLINTON P BONDURANT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71	08/16/1988	81	714		WY SUBLETTE

714

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		AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 13	FRANCIS J BONDURANT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/16/1988	81	727		WY SUBLETTE
P53765 14	MARY M WHITE	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 9 (43.04 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.	08/03/1988	81	721		WY SUBLETTE
P53765 15	ELLA L BAHEM	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 9 (43.04 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION.	08/03/1988	81	724		WY SUBLETTE
P53765 16	ELIZABETH M BARTLETT	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/16/1988	81	765		WY SUBLETTE
P53765 17	LILLIAN D KAMPMAN GUARDIAN	TERRA RESOURCES INC	08/17/1988	81	769		WY SUBLETTE

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		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 18	ANGELO E BARTLETT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	04/20/1988	82	1		WY SUBLETTE
P53765 19	MICHAEL H KAMPMAN ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/15/1988	81	773		WY SUBLETTE
P53765 20	CLARENCE WALTER VICKREY ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/03/1988	81	767		WY SUBLETTE
P53765 21	VICTOR M BARTLETT	TERRA RESOURCES INC	08/16/1988	81	763		WY SUBLETTE

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		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 22	ALBERT D BARTLETT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/29/1988	81	771		WY SUBLETTE
P53765 23	CHRISTINA I MARTINEZ	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/17/1988	81	761		WY SUBLETTE
P53765 24	NORMA JEAN ANDERSON	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	09/12/1988	82	9		WY SUBLETTE
P53765 25	ARNOLDA K BONDURANT	TERRA RESOURCES INC	08/16/1988	82	7		WY SUBLETTE

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		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.				
P53765 26	BILLIE BARTLETT	TERRA RESOURCES INC	08/09/1988	81	678		WY SUBLETTE
		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.				
P53765 27	LOUISE KROG ET VIR	TERRA RESOURCES INC	08/09/1988	81	676		WY SUBLETTE
		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.				
P53765 28	LEROY L DELANEY ET UX	TERRA RESOURCES INC	08/09/1988	81	674		WY SUBLETTE
		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 1, 2, 3 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.				
P53765 29	WILLIAM J DELANEY	TERRA RESOURCES INC	08/05/1988	81	735		WY SUBLETTE

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		T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 30	SUBLETTE COUNTY MUNICIPAL CORP	TERRA RESOURCES INC T28N-R112W SEC 23: A TRACT OF LAND LOCATED IN LOT 9 KNOWN AS LOTS 5 AND 6 OF BLOCK 12 OF THE ORIGINAL MIDWAY TOWNSITE, CONTAINING .13 ACRES, MORE OR LESS.	09/01/1988	81	662		WY SUBLETTE
P53765 31	BILL J DELANEY JR	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/09/1988	81	712		WY SUBLETTE
P53765 32	ELSIE M WORRELL ET VIR	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/09/1988	81	743		WY SUBLETTE
P53765 33	CONWAY BONDURANT ET UX	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11;	08/09/1988	81	733		WY SUBLETTE

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		SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.					
P53765 34	TONYA J MESSER ET VIR	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/09/1988	82	13		WY SUBLETTE
P53765 35	CLAUDE R GALLOWAY	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 5 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11; SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/09/1988	82	11		WY SUBLETTE
P53765 36	LEXIE LEE CARRERA	TERRA RESOURCES INC T28N-R112W SEC 23: LOT 6 (39.50 AC), LOT 9 (43.04 AC), LOT 10 (29.71 AC), LOT 11 (21.12 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 AND 11 SEC 26: NE4NW4, NW4SW4, LOT 2 (29.59 AC), LOT 3 (6.36 AC), LOT 4 (39.97 AC), LOT 10 (36.46 AC), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4 AND 10; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO.	08/09/1988	81	775		WY SUBLETTE
P53765 37	RAY F BREDTHAUER	TERRA RESOURCES INC T28N-R112W SEC 23: A TRACT OF LAND LOCATED IN LOT 9 KNOWN AS LOTS 20, 21, 22 AND 23 OF BLOCK 6 OF THE ORIGINAL MIDWAY TOWNSITE, CONTAINING .26 ACRE, MORE OR LESS.	08/29/1988	82	386		WY SUBLETTE
P53927 00	USA #WYW-112555	TERRA RESOURCES INC	08/01/1988	82	430		WY SUBLETTE

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		T28N-R112W SEC 22: ALL SEC 23: LOTS 1, 2, 3, 4, 5, 7, 8, NW4, NE4SW4, AND LOT 12 AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 12, BEING FURTHER DESCRIBED IN LEASE SEC 26: LOTS 5, 6, 8, 9, 11, 12 AND 13 SEC 27: ALL SEC 28: NE4NE4 SEC 34: LOT 2, NE4NE4, SW4NE4, SE4NW4 SEC 35: LOT 5				
P54042 00	SUBLETTE COUNTY MUNICIPAL CORP	TERRA RESOURCES INC T28N-R112W A TRACT OF LAND LOCATED IN LOT 9 OF SECTION 23 AND IN THE NE4NW4 OF SECTION 26 KNOWN AS LOTS 20 AND 21 IN BLOCK 8 OF THE ORIGINAL MIDWAY TOWNSITE.	08/02/1988	81	653		WY SUBLETTE
P54082 00	MICHAEL A SCHAFFER	TERRA RESOURCES INC T28N-112W SEC 23: W2 SW4 RIGHT-OF-WAY FOR ACCESS ROAD TO CRAIG'S DRAW II #1-23 WELL.	09/06/1988	55	44		WY SUBLETTE
P54083 00	ALICE M SCHAFFER	TERRA RESOURCES INC T28N-R112W SEC 23: W2 SW4 SURFACE DAMAGE AGREEMENT.	09/06/1988	55	41		WY SUBLETTE

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EXHIBIT "A"

RILEY RIDGE FIELD, SUBLETTE COUNTY, WYOMING

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
P34416 00	USA #W-78476	PETE J KITHAS T29N-R114W SEC 9: N2	03/01/1975				WY SUBLETTE
P36022 00	USA #W-60620	ESTELLE C HAEFELE T29N-R114W SEC 5: LOT 4 SEC 6: LOTS 1,2, S2 NE, SE4 SEC 7: E2 SEC 9: SE4 SE4 SEC 17: ALL SEC 18: SE4	04/01/1976				WY SUBLETTE
P36023 00	USA #W-60621	PATRICIA PFENNING T29N-R114W SEC 21: ALL SEC 28: ALL	04/01/1976				WY SUBLETTE
P44087 00	WY SL #76-0342	CHINOOK ROUSTABOUT SER T29N-R114W SEC 16: ALL	05/02/1976				WY SUBLETTE
P44090 00	USA #W-54161	ESTELLE C HAEFELE T29N-R114W SEC 19: E2	04/01/1976				WY SUBLETTE
P44092 00	USA #W-54162	PATRICIA R PFENNING T29N-R114W SEC 29: ALL	04/01/1976				WY SUBLETTE
P44093 00	USA #W-53107	C L. SCRIBNER T29N-R114W SEC 30: E2	01/01/1976				WY SUBLETTE
P46097 00	USA #W-59398	FRED D VOLZ T29N-R114W SEC 18: NE4 SEC 20: ALL	08/01/1977				WY SUBLETTE
P53049 00	USA #W-36055	GERALD L ROSEN	12/01/1965				WY SUBLETTE

[redacted]

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
		T28N-R115W SEC 12: SW4 SEC 13: NW4					
P55212 00	USA #W-0318400	GERALD L ROSEN T28N-R115W SEC 10: SE4 SEC 11: S2 SEC 14: N2	12/01/1965				WY SUBLETTE
P55213 00	USA #W-0318401	GERALD L ROSEN T28N-R115W SEC 15: NE4	11/01/1965				WY SUBLETTE

SUBLETTE COUNTY, WYOMING

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	ST COUNTY
P00173 00	WY SL #4586	TERRA RESOURCES INC T27N-R111W R-O-W FOR GAS PIPELINE ACROSS: SEC 16: S2SE4, S2SW4	10/02/1986				WY SUBLETTE

[redacted]

[redacted]

[redacted]

734

[redacted] EXH[redacted]B [redacted]

Attached to and made a part of
ASSIGNMENT, BILL OF SALE AND CONVEYANCE
Between HUNT OIL COMPANY and
BERCO RESOURCES, LLC

Property No.	Lease/Well Name	Operator
	BIRD CANYON	
953217-000	Reardon Draw 1-21 (Br)	HOC
952273-000	Reardon Draw 2-21 (Fr)	HOC
953273-000	Reardon Draw 3-21 (Fr)	HOC
927339-000	Jefferson #20-24	Seven Pillars
926541-000	Federal #3-14	Forcenergy
	MCDONALD DRAW	
954000-000	Craig's Draw II #1-23	HOC
	RILEY RIDGE	
902742-000	Riley Ridge Federal #1-5	Coastal
934399-000	Riley Ridge Federal #8-24	Wold
934459-000	Federal #17-34	Wold

Sublette County, Wyoming