[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 3rd day of November, 2000, by and between

Ruth Clare Johnson, formerly known as Ruth Clare Yonkee
P.O. Box 1324
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:

282143

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 Jan. 9 2001 8:00 A M
IN BOOK 117 O+G PAGE 1
FEES $ 8.00 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 stripe, 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 One-eighth (1/8) 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 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 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 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. Lessee shall notify Lessor of all assignments RLJ.

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 Ruth Clare Johnson formerly Ruth Clare Yonkee

Ruth Clare Johnson, formerly known as
Ruth Clare Yonkee
SS ID #

X _____

STATE OF ARIZONA)
) ss
COUNTY OF YUMA)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Ruth Clare Johnson, formerly known as Ruth Clare Yonkee, known 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 19th day of December, 2000..

My commission expires: 02-18-02

OFFICIAL SEAL
MARILEE J. YLITALO
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires 02-18-02

Notary Public Marilee J. Ylitalo
MARILEE J. YLITALO

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

\C:\MyFiles\WyomingJohnson

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 755
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

282144

RECORDED Jan. 9 2001 8:00 AM
IN BOOK 117016 PAGE 3
FEES $ 8.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

AAPL FORM 755

RATIFICATION (NO RENTAL PARTICIPATION)

Use of this identifying mark is prohibited except when authorized in writing by the American Association of Petroleum Landmen

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Winnie Bausch and Henry Bausch, wife and husband,

as Lessor, under date of October 5, X 2000, executed and delivered to Dolar Energy, LLC, as Lessee, an oil, gas and mineral lease recorded in Book 116 Oil and Gas, at Page 396, Public Records of Sublette County, State of Wyoming, covering certain land situated in the said County and State, said land being more particularly described in said lease, reference to said lease and to the record thereof being here made for all purposes;

AND WHEREAS, said lease and all rights and privileges thereunder are now owned by Dolar Energy, LLC,

insofar as said lease covers the following described lands in said County and State, to-wit:

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
Containing 690.02 acres, more or less
Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

AND WHEREAS, the undersigned (whether one or more) desire to adopt, ratify and confirm said lease insofar as it covers all of the right, title and interest of the undersigned in and to the above-described land;

NOW, THEREFORE, for good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said lease as of the date of its execution and recognize the full validity of the same insofar as it affects the entire right, title and interest of the undersigned in and to the above-described land, and the undersigned hereby grant, lease and let to Dolar Energy, LLC, the above-described lands, subject to and in accordance with all of the terms and provisions set forth in said above-described lease; provided, however, the undersigned shall not be paid any portion of the rentals payable under said lease, but such rentals shall be paid to the Lessor therein named, his heirs, legal representatives, successors, or assigns.

This agreement is binding upon the heirs, executors, administrators and assigns of the undersigned.

IN TESTIMONY WHEREOF, we have hereunto subscribed our signatures and affixed our seals as of the 19th day of December, X 2000.

X Alma Joy Bausch
ALMA JOY BAUSCH SIMONSEN
aka ALMA JOY SIMONSON
aka ALMA JOY BAUSCH

STATE OF WYOMING
COUNTY OF FREMONT } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT–INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of DECEMBER, 19(2000, personally appeared Alma Joy Bausch Simonsen aka ALMA JOY SIMONSON aka ALMA JOY BAUSCH 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.

NOTARY PUBLIC
PAULA R. MOREHEAD
COUNTY OF FREMONT
STATE OF WYOMING
My Commission Expires July 31, 2003

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

My Commission Expires 7-31-2003

Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT–INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

Notary Public.

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors. and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

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

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

282154

RECORDED Jan 9 2021 10:45 A
IN BOOK 1170 PAGE 5
FEES $ 35.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS:

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, PETROLEUM, INC. (1300 Epic Center, 301 N Main, Wichtia, KS 67202), hereinafter referred to as Assignor, does hereby grant, convey, bargain, sell, assign, transfer and set over unto WHITING PETROLEUM CORPORATION (1700 Broadway, Suite 2300, Denver, Colorado 80290-2301), hereinafter referred to as Assignee, all of the right, title and interest of Assignor in and to the following property and interests, hereinafter collectively referred to as the "Assets":

(a) All of Assignor's right, title and interest in and to the oil and gas leases described on the Exhibit "A" attached hereto (collectively, the "Leases").

(b) All of Assignor's right, title and interest in and to all wells, wellbores and units described on Exhibit "B" attached hereto (collectively, the "Wells").

(c) All of Assignor's right, title and interest in and to all easements; right-of-ways (pipelines, road, highway, streets, alleys, telephone and power lines, railways, and any other similar right-of-ways); surface leases; rights for grazing or the like; and other rights relative to surface operations on the Leases described on Exhibit "C" attached hereto.

(d) All of Assignor's right, title and interest in and to all disposal agreements described on Exhibit "D" attached hereto.

(e) All of Assignor's right, title and interest in and to all physical equipment located on or used in connection with the Leases and Wells, including but not limited to, pipe and equipment in the Wells, machinery and equipment used to produce the Wells, storage tanks, pipelines, gas plants, gathering systems, fixtures and structures, and any other oil field machinery, equipment and materials located on or used in connection with the Wells, Leases and lands covered thereby or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

(f) All of Assignor's right, title and interest in and to all contracts associated with the acquisition of the Leases; the operation of the Wells; used or held for use in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of hydrocarbons, water or substances associated with hydrocarbons, and the production of hydrocarbons including, but not limited to, Joint Operating Agreements, farmout/farmin agreements, participation agreements, oil, gas and condensate purchase and sale contracts; permits; licenses; servitudes; bottomhole agreements; dry hole agreements; area of mutual interest agreements; acreage contribution agreements; unit agreements; pooling agreements; communitization agreements; processing, gathering, compression and transportation agreements.

(g) To the extent transferable, all of Assignor's right, title and interest in all other contract rights, intangible rights (excluding Assignor's trademarks and service marks), inchoate rights, choses in action, rights under warranties made by prior owners, manufacturers, vendors and other third parties, and rights accruing under applicable statutes of limitations or prescription INSOFAR AND ONLY INSOFAR as the foregoing items accrue or are attributable to the Assets.

(h) All of Assignor's right, title and interest in and to the equipment and the equipment yards in Casper and Gillette, Wyoming and Sherwood, North Dakota, described on the Exhibit "E" attached hereto.

(i) All of Assignor's right, title and interest in and to the vehicles used in the operation and maintenance of the Assets described on Exhibit "F" attached hereto.

(j) All of Assignor's files, records, information and data specifically relating to Assets, including but not limited to, title records (including abstracts, title opinions and title documents), contracts, correspondence, seismic data and interpretations, geological data and information (including maps and interpretations thereof), production records, electric logs (including cross-sections and correlations thereof), core data, pressure data, decline curves, graphical production curves, drilling reports, well completion reports, drill stem test charts and reports, engineering reports, regulatory reports, and all related materials which may lawfully be conveyed to Assignee (i.e., the materials are not subject to a proprietary agreement precluding transfer to Assignee).

(k) All payments, and all rights to receive payments, with respect to the ownership of the production of hydrocarbons from or the conduct of operations on the Assets accruing after the Effective Date.

Assignee herein agrees to assume responsibility for and agrees to plug and abandon each and every Well located on the Assets and to restore the surface of the Assets in accordance with applicable governmental rules, regulations, laws and orders and as may be required under the Leases or any other contract or agreement affecting the Assets. In the event Assignee fails to do the foregoing, Assignor shall not be held liable for said responsibilities and/or obligations.

Assignee herein agrees to be bound by and to perform all of the duties and obligations in connection with the Assets accruing after the Effective Date under any contract, unit or operating agreement, or other agreement affecting the Assets. Assignee agrees to release, protect, defend, indemnify and hold Assignor, its officers, directors, employees and parent, subsidiary and affiliated corporations harmless from all claims, liability, damage, expenses or other costs arising as a result of Assignee's ownership or operation of the Assets after the Effective Date.

In addition to this Assignment, Assignor and Assignee shall execute, if applicable any documents or instruments required by any state or federal authority to further evidence the assignment of the Assets by Assignor to Assignee.

Assignor herein agrees to bind itself, its successors, legal representatives and assigns, to warrant and forever defend all and singular the Assets against every person whomsoever claiming by, through or under Assignor but not otherwise.

The provisions hereof shall be considered and construed as covenants running with the respective interests herein assigned and shall be available to and binding upon the respective successors and assigns of Assignor and Assignee.

This Assignment is delivered pursuant to and subject to that certain Purchase and Sale Agreement dated as of November 3, 2000, between Assignor, as "Seller," and Assignee, as "Buyer." Such Purchase and Sale Agreement contains certain representations and warranties and additional indemnities, covenants and obligations which survive the delivery of and shall not be deemed merged into this Assignment as and to the extent provided in such Purchase and Sale Agreement.

EXECUTED this 19th day of December, 2000, but effective as of 7:00 a.m., Mountain Time, on the 1st day of October, 2000 (the "Effective Date").

"ASSIGNOR"

ATTEST:

By _____
Harold J. Hiner, Asst Sec./Treasurer

PETROLEUM, INC.

By _____
Thomas D. Beard, Sr Vice President

"ASSIGNEE"

ATTEST:

By _____
Christy McEver[illegible], Asst. Secretary

WHITING PETROLEUM CORPORATION

By _____
John R. Hazlett, Vice President

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was executed/acknowledged before me this 19th day of December, 2000 by Thomas D. Beard, Sr. Vice President for PETROLEUM, INC., on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires: _____

Melody A. Ewert
Notary Public

MELODY A. EWERT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. April 16, 200

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was executed/acknowledged before me this 19th day of December, 2000 by John R. Hazlett, Vice President of WHITING PETROLEUM CORPORATION, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires: 6-13-2002

Debra A. Peluso
1700 Broadway, Suite 2300
Denver, CO 80290
My Commission Expires: June 13, 2002

Debra A. Peluso
Notary Public

DEBRA A. PELUSO
NOTARY PUBLIC
STATE OF COLORADO

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL & GAS LEASES, BILL OF SALE AND CONVEYANCE

ASSIGNOR: Petroleum, Inc.

ASSIGNEE: Whiting Petroleum Corporation

EXHIBIT 'A'

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE
LEASE NAME: Fogarty Cek Unit					
810700 0810700	WYOMING STATE LAND AND FARM LOAN OFFICE	ETTA MANDEL	3/02/66 3/02/76	SERIAL SUBLETTE	#66-5165 CO., WY.
	LEGAL DESCRIPTION 28N-114W: NW/4, NW/4 NE/4, S/2 NE/4, S/2, SEC. 16 FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16				
920800 0920800	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	THOMAS HALAGAN	1/01/74 1/01/84	SERIAL SUBLETTE	#W-42791 CO., WY.
	LEGAL DESCRIPTION 28N-114W - LOTS 7, 8 & 12 SEC. 5; N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 SEC. 21 AS TO ALL RIGHTS ABOVE 9,630'				
924300 0924300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	J. E. JOUJON-ROCHE	4/01/68 4/01/78	SERIAL SUBLETTE	#11603 CO., WY.
	LEGAL DESCRIPTION NE/4 21-28N-114W FROM SURFACE TO 100' BELOW T.D. FOGARTY CREEK #2-16				
927400 0927400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ZAREPHA DOBBINS	12/01/75 12/01/85	SERIAL SUBLETTE	#52811 CO., WY.
	LEGAL DESCRIPTION NW/4 22-28N-114W ALL RIGHTS ABOVE 9,630'				
1287401 1287401	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN P. ELLBOGEN	12/01/67 12/01/77	SERIAL SUBLETTE	#9578 CO., WY.
	LEGAL DESCRIPTION 28N-114W - W/2 SEC. 3; NW/4 & E/2 SEC. 4; NE/4 SEC. 5; N/2 NE/4 SEC. 9; AND NW/4 SEC. 10 FROM SURFACE DOWN TO 8,838'				

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL & GAS LEASES, BILL OF SALE AND CONVEYANCE

ASSIGNOR: Petroleum, Inc.

ASSIGNEE: Whiting Petroleum Corporation

EXHIBIT 'A'

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE
1708000	Fogarty Cek		10/01/64	38	373
1708000	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	DONALD B. ANDERSON	10/01/74	SUBLETTE CO., WY. WYW 0311662	
	LEGAL DESCRIPTION				
	28N-114W - LOTS 9, 10 & 16 SEC. 5; LOTS 11, 12, 13, 14, 16, 17, 18, 19 & 20 SEC. 8; W/2 SW/4 & SE/4 SW/4 SEC. 21 FROM SURFACE TO 8,010'				
[redacted]924200			11/01/66	SERIAL	#2120
[redacted]924200	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	PHILADEPHIA OIL CO. OF CALIF.	11/01/76	SUBLETTE CO., WY.	
	LEGAL DESCRIPTION				
	W/2 15-28N-114W FROM SURFACE TO 100' BELOW T.D. OF FOGARTY CREEK #2-16				
1924400			11/01/65	SERIAL	#0320214
1924400	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	JOHN A. YATES	11/01/77	SUBLETTE CO., WY.	
	LEGAL DESCRIPTION				
	29N-114W - LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 34; LOTS 1, 2, 3 & 4, N/2 S/2 & N/2 SEC. 35 ALL DEPTHS ABOVE 9,630'				
1934000			11/01/65	SERIAL	#0320213
1934000	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	GEORGE C. REEVES	11/01/75	SUBLETTE CO., WY. Serial #51103	
	LEGAL DESCRIPTION				
	28N-114W - LOTS 1, 2, 3 & 5-20 SEC. 17; LOTS 1-20 SEC. 20 FROM SURFACE TO 8,010'				
[redacted]1934100			4/01/66	SERIAL	#0322610
1934100	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	4/01/76	SUBLETTE CO., WY. Serial # 51104	
	LEGAL DESCRIPTION				
	LOT 4 17-28N-114W; NW/4 12-28N-115W FROM SURFACE TO 8,010'				

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL & GAS LEASES, BILL OF SALE AND CONVEYANCE

ASSIGNOR: Petroleum, Inc.

ASSIGNEE: Whiting Petroleum Corporation

EXHIBIT 'A'

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE EXP.DATE	BOOK COUNTY	PAGE
	Fogarty Crk				
1934200 Q 1934200	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	ETTA MANDEL	2/01/66 2/01/76	SERIAL SUBLETTE	#0322083 CO., WY.
	LEGAL DESCRIPTION LOTS 5-8, S/2 SEC. 1; E/2 SEC. 12; E/2 SEC. 13-28N-115W SURFACE TO 8010'				
1934300 1934300	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	GERALD L. ROSEN	12/01/65 12/01/75	SERIAL SUBLETTE	#036055 CO., WY.
	LEGAL DESCRIPTION SW/4 12-28N-115W SURFACE TO 8,010'				
2933900 2933900	U. S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	HUMBLE OIL & REFINING COMPANY	7/01/67 7/01/77	SERIAL SUBLETTE	#6317 CO., WY.
	LEGAL DESCRIPTION LOT 11 5-28N-114W FROM SURFACE TO 8,010'				

ATTACHED TO AND MADE A PART OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE

EXHIBIT 'B'

PRODUCING WELLS/UNITS AND APPLICABLE INTERESTS

WELL/UNIT NAME	GROSS WI	NET WI
STATE OF WYOMING		
SUBLETTE COUNTY		
Fogarty Creek Unit	6.0308%	4.7772%

ATTACHED TO AND MADE A PART OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE

EXHIBIT 'C'

NO EXHIBIT 'C'

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE

EXHIBIT 'D'

NO EXHIBIT 'D'

ATTACHED TO AND MADE A PART OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE

EXHIBIT 'E'

NO EXHIBIT 'E'

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE

EXHIBIT 'F'

NO EXHIBIT 'F'

16

RECORDED Jan. 16 2001 9:50 AM
IN BOOK 117 D+G PAGE 16
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorter

ASSIGNMENT

282220

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 5th day of November, but effective for all purposes as of the Effective Date.

ASSIGNEE:
AEC Oil & Gas (USA) Inc.

Roger J. Biemans
President

ASSIGNOR:
McMurry Energy Company

John W. Robinson
Senior Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of November, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

NINETTE E. 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

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of January, ~~2000~~ 2001 by Roger J. Biemans as President of AEC Oil & Gas (USA) Inc.

WITNESS my hand and official 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

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of that certain Assignment dated November 5, 2000 from McMurry Energy Company, Assignor to AEC Oil & Gas (USA) Inc., Assignee.

MEC Lse No.	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	Wilma Bloom Davis, et vir	Aztec Energy Corporation	8/1/00 8/1/03	31N-110W	4 5 6 7 8 9 16	W/2SW SW/4NE/4, S/2,S/2NW/4 SE/4NE/4,E/2SE/4 E/2NE/4 E/2, SW/4, W/2NW/4 W/2W/2, E/2SW/4, SW/4SE/4 Lots 1,2,3, NE/4NW/4, NE/4	1856.61	Bk 116 Pg 152
	Bonnie Bloom Alexander, et vir	Aztec Energy Corporation	8/1/00 8/1/03	31N-110W	4 5 6 7 8 9 16	W/2SW SW/4NE/4, S/2,S/2NW/4 SE/4NE/4,E/2SE/4 E/2NE/4 E/2, SW/4, W/2NW/4 W/2W/2, E/2SW/4, SW/4SE/4 Lots 1,2,3, NE/4NW/4, NE/4	1856.61	Bk 116 Pg 155

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 5th day of November, but effective for all purposes as of the Effective Date.

ASSIGNEE:
AEC Oil & Gas (USA) Inc.

Roger J. Biemans
President

ASSIGNOR:
McMurry Energy Company

John W. Robinson
Senior Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

282221

RECORDED Jan. 16 2001 9:50AM
IN BOOK 117 O+G PAGE 18
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK, WYOMING
By Cathy Sexton

The foregoing instrument was acknowledged before me this 30 day of November, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

WITNESS my hand and official seal.

Notary Public
Address: 370 17th St #3020
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 9th day of January, ~~2000~~ 2001 by Roger J. Biemans as President of AEC Oil & Gas (USA) Inc.

WITNESS my hand and official seal.

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 November 5, 2000 from McMurry Energy Company, as Assignor and AEC Oil & Gas (USA) Inc., as 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	—— ———

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.

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 15th day of December, but effective for all purposes as of the Effective Date.

ASSIGNEE:
AEC Oil & Gas (USA) Inc.

Roger J. Biemans
President

ASSIGNOR:
McMurry Energy Company

John W. Robinson
Senior Vice President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of December, 2000 by John W. Robinson as Senior 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

282222

RECORDED Jan. 11a 2001 9:50a M
IN BOOK 170 B PAGE 20
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacton

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of January, 2001 by Roger J. Biemans as President of AEC Oil & Gas (USA) Inc.

WITNESS my hand and official seal.

(SEAL)

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 cerain Assignment dated December 15, 2000 from McMurry Energy Company, as Assignor to AEC Oil & Gas (USA) Inc.

MEC Lse No.	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	Grindstone Cattle Company, a Wyoming corporation, Marguerite M. Miller, individually and as Personal Representative of the Estate of James M. Miller	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 366
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Robert M. Miller, individually and as Personal Representative of the Estate of Mildred M. Miller and Robert M. Miller and Tara L. Miller, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 372
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Kathleen A. Miller	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 408
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Mathew D. Miller and Lisa R. Miller, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 488
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	PatriciaM. Roberts and Shad Z. Roberts, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 579
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		

ASSIGNMENT OF OIL AND GAS LEASES

282240

RECORDED Jan 16 2001 11:00a M
IN BOOK 117 O&G PAGE 22
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

KNOW ALL MEN BY THESE PRESENTS:

This Assignment is made and entered into this 5th day of January, 2001, by and between E & M Oil Corp., hereinafter called "Assignor", whose address is PO Box 796, Billings, Montana 59103, and HANSON & STRAHN, INC., hereinafter called "Assignee", whose address is PO Box 3020, Cheyenne, Wyoming 82003.

WITNESSETH

ASSIGNOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY, subject to the exceptions, reservations, conditions and other provisions hereinafter set out, unto ASSIGNEE, 100% of Assignor's right, title and interest in and to that certain Oil and Gas Lease described on Exhibit "A" attached hereto and made a part hereof, such leases being hereinafter sometimes referred to as "said Lease", and being located in Sublette County, Wyoming.

TO HAVE AND TO HOLD said interest unto Assignee, its successors and assigns, in accordance with the terms and provisions contained in said Leases, subject to the following conditions, covenants, reservations, and exceptions, to-wit:

1. This Assignment is made subject to (i) all instruments filed of record affecting said Leases, and (ii) that certain Offer to Purchase dated December 22, 2000, by and between HANSON & STRAHN, INC. and LOMA ENERGY CORP. and E & M Oil Corp. The terms and conditions of the documents described above are incorporated herein by reference for all purposes.

2. Assignor hereby reserves unto Assignor and excepts from this Assignment an overriding royalty interest in all of the oil, gas and other hydrocarbons produced, saved and marketed from said Leases equal to the difference between Seventeen Percent (17.00%) and all presently existing and outstanding lease burdens which shall include lessor's royalty and all overriding royalties or similar interests burdening said Leases, provided, however, that in no event shall Assignee receive less than an 83.00% net revenue interest under and by virtue of said Leases.

If the Oil and Gas Lease on the attached Exhibit "A" cover less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land affected hereby, or if Assignor owns less than 100% of the oil, gas or mineral leasehold estate in any such tract or tracts, the interest retained hereunder, with respect to that certain tract or tracts, shall be proportionately reduced.

For the same consideration, Assignor covenants with Assignee that Assignor has the requisite power and authority to convey the interest herein conveyed and that said Lease is free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid, and that the undersigned agrees to warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim by, through and under ASSIGNOR, but not otherwise.

In the event Assignee should elect to surrender, let expire, abandon or release all or any part of its right in said Lease, or any part thereof, Assignee shall notify Assignor not less than forty-five (45) days in advance of such surrender, expiration, abandonment or release, and if requested to do so by Assignor, shall immediately reassign such rights in the said Lease, or such part thereof, to Assignor. It is agreed that Assignee shall incur no liability for failure to so notify or reassign through clerical error, oversight or otherwise.

The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors, and assigns.

[redacted] [redacted] [redacted]

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

ASSIGNOR:

E & M Oil Corp.

By: _____

Fred Marble , President

NO ATTEST REQUIRED

ASSIGNEE:

HANSON & STRAHN, INC.

_____

Marc Randal Strahn, President

NO ATTEST REQUIRED

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 28th day of May, 1998, before me, the undersigned authority in and for the State and County aforesaid, personally appeared Fred Marble, known to me to be the PRESIDENT of E & M Oil Corp., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

_____
Notary Public

My commission expires:

July 03, 2004

Residing at Billings, MT

STATE OF ~~Montana~~ Wyoming)
) ss
COUNTY OF Laramie)

On this 9th day of January, ~~1998~~ 2001, before me, the undersigned authority in and for the State and County aforesaid, personally appeared MARC RANDAL STRAHN, known to me to be the PRESIDENT of HANSON & STRAHN, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

_____
Notary Public

My commission expires:

Residing at Cheyenne

EXHIBIT "A"

Attached to and made part of that certain Assignment of Oil and Gas Lease dated January 5, 2001 by and between E & M Oil Corp., Assignor and Hanson & Strahn, Inc., Assignee.

Michael C. Warren and Joy A Warren, husband and wife

Township 32 North, Range 114 West, 6th P.M.
Section 23: W2SE, SESE
Section 24: SW4
Section 25: N2NW, SWNW
Section 26: NE4

containing 560.00 acres

Recorded in Book 112 O & G @ Page 330 in Sublette County, Wyoming

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE: W133118 (61,869)

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg, 5000 South Quebec, Suite 500, Denver, Colorado 80237, ASSIGNOR, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Don Kretsch	7785 West 5th Avenue Lakewood, Colorado 80226	0.50% of 8/8ths

Being in all a total of an undivided zero point five percent of eight eighths (0.5% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in **Sublette County**, State of **Wyoming**, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 32 North, Range 114 West
Section 31: SE/4
Section 33: S/2
Containing 480.00 acres, more or less

WITNESS our hand this 22 day of December 2000.

Celeste C. Grynberg

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 22 day of December 2000 by Celeste C. Grynberg.

Witness my hand and official seal.

My Commission Expires:

Notary Public

My Commission Expires 07/27/2002

ROBERT D. PELO NOTARY PUBLIC STATE OF COLORADO

282261

RECORDED Jan. 16 2001 4:25 PM
IN BOOK 117046 PAGE 25
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE: W134471 (61,871)

KNOW ALL MEN BY THESE PRESENTS, That Celeste C. Grynberg, 5000 South Quebec, Suite 500, Denver, Colorado 80237, ASSIGNOR, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Don Kretsch	7785 West 5th Avenue Lakewood, Colorado 80226	0.50% of 8/8ths

Being in all a total of an undivided zero point five percent of eight eighths (0.5% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in **Sublette County**, State of **Wyoming**, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

<u>Township 31 North, Range 114 West</u>
Section 2: Lot 1
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 4: Lots 1, 2, 3, 4, S/2N/2, SE/4
Containing 1100.66 acres, more or less

WITNESS our hand this 22 day of December 2000.

Celeste C. Grynberg

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 22 day of December 2000 by Celeste C. Grynberg.

Witness my hand and official seal.

My Commission Expires:

Notary Public

My Commission Expires 07/27/2002

ROBERT D. PELO NOTARY PUBLIC STATE OF COLORADO

282262

RECORDED Jan 11 2001 4:25PM
IN BOOK 117 Misc PAGE 26
FEES $ 16.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, BARRETT RESOURCES CORPORATION, with an address of 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, Colorado 80202, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has RELEASED, RELINQUISHED and QUITCLAIMED and by these presents does RELEASE, RELINQUISH and QUITCLAIM into the lawful owners, all right, title and interest in the oil and gas lease listed below, situated in Sublette County, Wyoming.

Lessor:	The Fear Family Trust
Lessee:	Baseline Minerals, Inc.
Dated:	June 15, 1995
Recorded:	Book 102, Page 97
Description:	Township 29 North, Range 114 West, 6th P.M. Section 3: S/2SE/4 Sublette County, WY

Executed this 26 day of December, 2000.

282263
RECORDED Jan. 16, 2001 4:40 PM
IN BOOK 1170 MG PAGE 27
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

BARRETT RESOURCES CORPORATION

Joseph P. Barrett
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned Notary Public, in and for said county and state, on this 26 day of December, 2000, personally appeared Joseph P. Barrett, who being by me duly sworn, did say that he is the Attorney-in-Fact of BARRETT RESOURCES CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Joseph P. Barrett acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires
03-30-03

DEBORAH VIEHOEFER NOTARY PUBLIC STATE OF COLORADO

Notary Public

27

28

282266

RECORDED Jan. 17 2001 9:30AM
IN BOOK 117046 PAGE 28
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

STATE OF: **WYOMING** §
COUNTY OF: **SUBLETTE** §

Providence Minerals LLC
14860 Montfort Drive, Suite 209
Dallas, TX 75240

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is made and entered into effective the 1st day of October, 2000, at 7:00 A.M. Central Standard Time (the "Effective Time") by and between **Devon Energy Production Company, L.P.**, an Oklahoma Limited Partnership, with offices at 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102-8260, hereinafter referred to as "Devon", and **Providence Minerals, LLC**, with offices at 3838 Oak Lawn, Suite 1222, Dallas, Texas 75219 hereinafter referred to as "Buyer".

WITNESSETH:

THAT WHEREAS, Devon and Buyer have entered into a Purchase and Sale Agreement dated as of December 4, 2000 (the "Agreement") which provides for assignment to Buyer of all of Devon's right title and interest in and to certain properties covered thereby and assigned herein;

NOW THEREFORE, for and in the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Devon does hereby bargain, sell, assign and convey unto Buyer subject to the terms, reservations, waivers and provisions as hereinafter set forth,

All of Devon's rights, titles and interests in, to and under items (a) through (e) below, collectively the "Properties":

(a) Leaseholds and Rights in Production. The oil, gas and mineral leases and the operating rights, working interests, carried working interests, overriding royalty interests, reversionary interests, rights of assignment and reassignment, payments out of production, including, without limitation, any gas balancing rights or obligations which may result from either underproduction or overproduction and all claims and choses in action concerning same, regardless of whether such gas imbalance occurred before or after the Effective Time, as hereinafter defined, and interests in rights to explore for and produce oil, gas or other

[redacted] [redacted] [redacted]

minerals applicable to any of the lands which are described in Exhibit "A" ("Leases") attached hereto and made a part hereof, subject to any depth restrictions described on Exhibit "A";

(b) Contract Rights. All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, oil or gas purchase or sale agreements, farmout agreements and farmin agreements (and any leasehold interests, working interests, royalty interests or other interests acquired or reserved pursuant thereto), assignments of operating rights, working interests and subleases, and any other agreements and only to the extent that they relate to the Leases;

(c) Easements and Permits. All other contracts, agreements, leases, licenses, permits, easements, rights-of-way, franchises, servitudes, notes and orders insofar and only to the extent that they relate to the operations conducted or to be conducted thereon, or appurtenant to or used in connection with the Leases, or for the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto

(d) Wells and Equipment. All producing, non-producing and shut-in oil and gas wells, known or unknown, plugged or unplugged (including those set forth on Exhibit "B"), saltwater disposal wells and water wells, surface equipment, down-hole equipment, buildings, personal property, fixtures (including, without limitation, plants and pipelines), equipment (including, without limitation, inventory and supplies) and improvements located on or otherwise pertaining to the Leases, or lands pooled or unitized therewith or used or obtained in connection therewith or with the operation or maintenance thereof, or with the past or present production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, including, without limitation, claims and choses in action for any period prior to and including the date hereof;

(e) Records. All original books, files, other records and other information of Devon (including, without limitation, all land, geological, and accounting files, records and other material) relating to such activities, as they pertain to the Leases, to the extent they are assignable; and

This Assignment and Bill of Sale is made subject to the terms and conditions of the Agreement, including, without limitation, the obligations of the assumption of liabilities, indemnities, and other

obligations. In the event of a conflict between the provisions hereof, and the provisions of the Agreement, the provisions of the Agreement shall control.

THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR OTHER PERSONAL PROPERTY INCLUDED IN THE PROPERTIES OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS SPECIFICALLY UNDERSTOOD THAT THE PROPERTY DESCRIBED IN EXHIBIT "A" IS BEING SOLD AS IS, WHERE IS, WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT BUYER HAS INSPECTED THE PROPERTIES FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OF NORM AND MAN MADE MATERIAL FIBERS (HEREINAFTER REFERRED TO AS "MMMF") AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, AND THAT BUYER IS RELYING SOLELY UPON THE RESULTS OF SUCH INSPECTION OF THE PROPERTIES AND SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. DEVON DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF NORM OR MMMF ON THE PROPERTIES AND IF TESTS HAVE BEEN CONDUCTED BY DEVON FOR THE PRESENCE OF NORM OR MMMF, DEVON DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, DEVON AND ITS CONSULTANTS SHALL MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED BUYER IN CONNECTION WITH THE PROPERTIES, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OF THE PROPERTIES TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY DEVON IS PROVIDED TO BUYER AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK. BUYER EXPRESSLY ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT AND BILL OF SALE AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF

[redacted] [redacted] [redacted]

BUYER AND EXPLAINED IN DETAIL AND THAT BUYER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY.

Nothing herein shall be construed to create a partnership, a joint venture, an association, a trust, a mining partnership or other entity, nor to constitute Buyer and Devon as agent for the other.

Buyer shall record this Assignment and Bill of Sale in each county in which the Properties reside for the purpose of providing notice to all persons of the existence and burden of this Assignment and Bill of Sale.

IN WITNESS WHEREOF, this ASSIGNMENT and BILL of SALE is dated and becomes effective the date as first set out above and is properly executed by the parties hereto as evidenced by the signatures below.

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: DEVON ENERGY MANAGEMENT COMPANY, L.L.C.,

GENERAL PARTNER

By: _____

R. D. Clark, Vice President

PROVIDENCE MINERALS, LLC

By: PROVIDENCE ENERGY CORP., MANAGER

By: _____

Michael Allen, President

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 28 day of December, 2000, before me, the undersigned authority, personally came and appeared R. D. Clark, to me personally known and known by me to be the Vice President of Devon Energy Management Company, L.L.C., an limited liability company, General Partner of Devon Energy Production Company, L.P., an Oklahoma Limited Partnership, who signed said document before me that he signed the above and foregoing document as his own free act and deed and as the free act and deed of the company and partnership and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

Notary Public, State of Oklahoma

1/6/2001
My Commission Expires

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 28 day of December, 2000, before me, the undersigned authority, personally came and appeared Michael Allen, to me personally known and known by me to be the President of Providence Energy Corp., a Texas Corporation, Manager of Providence Minerals, LLC, a Texas Limited Liability Company, who signed said document before me, that he signed the above and foregoing document as his/her own free act and deed and as the free act and deed of the partnership and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

Notary Public, State of Oklahoma

1/6/2001
My Commission Expires

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale by and and between Devon Energy Production Company, L.P., an Oklahoma Limited Partnership, Assignor, and Providence Minerals, LLC, Assignee

COUNTY & STATE: SUBLETTE, WYOMING

LEASE ID	LESSOR	LESSEE	DATED	INSTR COUNTY, STATE	BOOK	PAGE	ENTRY
49-1860-00	USA W-54466 W-54466	HARRY K VEAL	MAY 1, 1976	SUBLETTE, WYOMING			

DESCRIPTION: T-28-N, R-111-W
SEC. 17: ALL*
SEC. 20: W/2*
*FROM THE SURFACE DOWN TO THE S.E. OF 12,675' BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL LIMITED IN DEPTH FROM THE SURFACE DOWN TO THE S.E. OF 11,522'

TYPE: FEDERAL OIL & GAS

33

EXHIBIT B

Attached to and made a part of that certain Assignment and Bill of Sale by and and between Devon Energy Production Company, L.P., an Oklahoma Limited Partnership, Assignor, and Providence Minerals, LLC, Assignee

COUNTY & STATE: SUBLETTE, WYOMING

FIELD	WELL ID	WELL NAME	ASSET TYPE	LOCATION	API	OPERATOR
BIRD CANYON	051456010	VEAL FEDERAL # 10-20	OVERRIDE ROYALTY INTEREST	020/028 /111	490352075700	LABARGE MINERALS

34

[redacted] [redacted] [redacted]

[Jonah/Pinedale - Non PPR]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is dated as of the Effective Date (defined herein) and is by and among Edward M. Warner, whose address is 1625 Larimer Street, #2005, Denver, Colorado 80202 ("Seller"), and Williams Production Rocky Mountain Company, a Delaware corporation whose address is One Williams Center, Tulsa, Oklahoma 74172 ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated December 28, 2000 (the "Asset Purchase Agreement") Seller has agreed to sell and Buyer has agreed to purchase the Assets.

NOW, THEREFORE, in consideration of the sum of one hundred dollars ($100.00) and other valuable consideration, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, Seller hereby sells, transfers, assigns and delivers unto Buyer, all of the Assets.

For purposes of this Agreement, the following terms shall be defined as follows:

"Assets" means all of the rights, titles and working interests of Seller in and to, the Properties, the Production, the Contracts, the Equipment, and the Property Records.

"Contracts" means all of the rights, title and interest of Seller, to the extent assignable, in and to the contracts that govern or relate to the ownership or operation of the Leases (including the wells, facilities and equipment associated therewith and the production therefrom) and the Lease Rights, including but not limited to acreage contribution agreements, assignments, bidding agreements, bottom-hole agreements, contribution agreements, drilling contracts, dry-hole agreements, exploration agreements, development agreements, farm-in and farmout agreements, gas balancing agreements, joint venture agreements, production sales, marketing and/or brokerage contracts, gas processing agreements, operating agreements, participation agreements, service contracts, storage contracts, gathering agreements, transportation agreements, treating contracts, water rights agreements and the unitization, unit operating, communitization and pooling declarations, agreements and orders that create or govern units.

"Leases" means (i) all of the leasehold working interests of Seller in and to the oil, gas and/or mineral leases and lands described in Exhibit A hereto, whether or not such interests are correctly described in Exhibit A, and (ii) all of Seller's right, title, and interest in and to the existing wells and wellbores located on such leases and lands described in Exhibit A (or leases or lands pooled or unitized therewith), including without limitation those set forth on Exhibit B hereto; but specifically excluding the Seller ORI's.

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RECORDED Jan. 17 2001 10:15AM
IN BOOK 117 OAG PAGE 35
FEES $103.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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"Lease Rights" means all of the rights, titles and interests of Seller in and to the contractual rights to interests in the Leases and in all units in which such Leases are pooled, communitized or unitized, and in any other oil, gas and/or mineral leases or assets arising pursuant to the terms of the agreements and contracts listed on Exhibit A-1 hereto, and any other rights and agreements or contracts affecting or relating to the Leases, or to production from the Leases, whether or not listed on Exhibit A-1, including any tenements, appurtenances, surface leases, easements, permits, licenses, servitudes, franchises or rights of way.

"Production" means all of the rights, titles and interest of Seller in and to oil, natural gas, condensate, natural gas liquids, and other hydrocarbons or products produced from or attributable to the Leases or the Lease Rights from and after the Effective Date.

"Properties" means, collectively, the Leases and the Lease Rights.

"Property Records" means, collectively, (i) the lease files, division order files, contract files, title opinions, suspense records, (payable or receivables, and/or any other suspense type records) production records, any inventories of equipment and property, all contracts with third parties, together with all other files, documents and records in the possession and/or control of Seller related to the Assets (to the extent Seller has the right to deliver such documents), other than documents subject to the attorney-client privilege; and (ii) copies of accounting and tax records of Seller (and its predecessors) pertaining to the Assets. The foregoing specifically shall not include any data or documents which (i) Seller considers to be proprietary or confidential to it and which is not relevant for the ownership or operation of the Assets after the date hereof, (ii) is not related to the Assets, or (iii) which Seller cannot legally provide to a third party without breaching confidentiality agreements (or other agreements with similar effect) with other parties.

Seller hereby EXCEPTS from the interests assigned herein all of Seller's right, title and interest in any and all overriding royalty interests affecting the Properties as of the Effective Date. In addition to his interest in existing overriding royalty interests, Seller hereby EXCEPTS AND RESERVES from the interests assigned herein a new overriding royalty interest equal to the difference, if any, between (i) the total of all royalties, overriding royalties, and other burdens affecting Seller's leasehold working interest in the Properties as of the Effective Date, and (ii) 20%. The overriding royalty interest reserved herein in each of the Properties shall be proportionately reduced to the extent of Seller's leasehold working interest in such Property. The overriding royalty interest reserved herein shall be paid on the value of all oil, gas, casinghead gas and other substances produced, saved and sold or attributable to the Properties.

THE ASSIGNMENTS MADE HEREIN 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 SELLER BUT NOT OTHERWISE; SPECIFICALLY IN THIS CONNECTION, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EQUIPMENT, OTHER PERSONAL PROPERTY, AND FIXTURES ARE TRANSFERRED

AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE ASSETS ARE ASSIGNED AND CONVEYED WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

Except as otherwise specifically provided in the Assets Purchase Agreement, Buyer assumes, and agrees to timely pay and perform, all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets and hereby releases, indemnifies and agrees to hold Seller 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 Closing 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 Buyer) shall include all matters arising out of the condition of the Assets on the Closing Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Properties, to restore the surface of the Properties and to comply with, or to bring the Properties 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 Properties), and the assumptions, and indemnifications by Buyer set forth in this paragraph shall expressly cover and include such matters. **THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF SELLER OR ANY PARTY OR ENTITY AFFILIATED WITH SELLER, OR (ii) STRICT LIABILITY.**

Buyer will give Seller and its predecessors in title, and their attorneys and other representatives access at all reasonable times and upon reasonable notice for a period of one (1) year from and after the Closing, to all Property Records delivered by or on behalf of Seller in connection with the transactions contemplated hereby and shall permit Seller and its predecessors in interest to make copies of any such Property Records.

This Agreement is subject to the Asset Purchase Agreement, and this Agreement together with the Asset Purchase 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.

This Agreement may be executed in several counterparts all of which are identical. All such counterparts together shall constitute one and the same instrument.

Buyer shall properly execute, acknowledge, and file this instrument of record immediately upon receipt thereof, and will furnish to Seller the recording data promptly after Buyer receives such recorded instrument from the clerk in each county in which this instrument is recorded.

Assignor has executed or will execute separate assignments of those Leases which are issued by, and the assignment of which is required to be filed with and approved by, the United States of America or the State of Wyoming. Such separate assignments are on forms prescribed by such governmental entities, but are not intended to modify any of the terms, covenants and warranties set forth herein. Such assignments shall not create any additional covenants or warranties of or by Assignor but shall be deemed to contain all of the terms and provisions hereof as fully and to all intents and purposes as though the same were set forth in such separate assignments.

This Agreement shall be effective as of 7:00 a.m., local time at the location of the Assets, on November 1, 2000 (the "Effective Date").

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.

SELLER

EDWARD M. WARNER

BUYER

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

By: _____

Name: Bryan K. Guderian

Title: VP

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

The foregoing instrument was acknowledged before me this 28th day of December, 2000, by EDWARD M. WARNER, an individual.

Witness my hand and official seal.

My commission expires: January 29, 2003

Jane E. Jacobs
Notary Public

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 28th day of December 2000, personally appeared before me, Bryan K. Guderian who being by me duly sworn (or affirmed), did say, that he is the Vice President of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by resolution of its board of directors, as the case may be), and said Bryan K. Guderian acknowledged to me that said corporation executed the same.

In witness whereof I hereunto set my hand and official seal.

Pamela Smith 5-7-2001
Notary Public in and for the State of Oklahoma

PAMELA SMITH NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-125943	1/1/1992	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2 S/2 Section 6: Lots 1-5, SE/4 SW/4, S/2 SE/4 Section 7: Lots 1-4, E/2, E/2 W/2 Section 18: Lots 1-4, E/2, E/2 W/2		
WYW-125944	1/1/1992	Township 28 North, Range 108 West, 6th P.M. Section 8: All Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All		
WYW-125945	1/1/1992	Township 28 North, Range 108 West, 6th P.M. Section 20: All Section 21: All Section 22: S/2 Section 15: NW/4 Surface to base Mesaverde Section 15: NE/4, S/2 Surface to base Mesaverde Section 15: All Below base of Mesaverde	88	365
WYW-125950	1/1/1992	Township 29 North, Range 108 West, 6th P.M. Section 28: All Surface to base Mesaverde Below base of Mesaverde	103	185

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-126100	1/1/1992	Township 29 North, Range 108 West, 6th P.M. Section 7: Lots 1, 2, E/2 NW/4, SE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, E/2 NW/4, SE/4 Section 9: NW/4, SE/4 Section 10: NW/4, SE/4 Section 12: NW/4 Township 29 North, Range 108 West, 6th P.M. Section 7: Lots 3, 4, E/2 SW/4, NE/4 Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, S/2 NE/4, SW/4 Section 9: NE/4, SW/4 Section 10: NE/4, SW/4 Section 12: SW/4	88	452
W-5627-B	5/1/1967	Township 28 North, Range 108 West, 6th P.M. Section 9: All	111	71
W-57521	2/1/1977	Township 28 North, Range 108 West, 6th P.M. Section 3: Lots 1-4, S/2 S/2 Section 4: Lots 1-4, S/2 S/2 Section 10: All	81	86
WYW-100902	8/1/1986	Township 29 North, Range 108 West, 6th P.M. Section 34: N/2, SE/4 Section 35: All	79	337
WYW-102899	8/1/1986	Township 29 North, Range 108 West, 6th P.M. Section 27: All Below base of Mesaverde Section 27: SW/4 Surface to base Mesaverde Section 27: SE/4, N/2 Surface to base Mesaverde	88	393

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Pg
WYW-138524	4/1/1996	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 1-7, SE/4 NW/4, S/2 NE/4, E/2 SW/4, SE/4 Section 8: All	115	140
WYW-127749	######	Township 29 North, Range 108 West, 6th P.M. Section 26: All Township 29 North, Range 108 West, 6th P.M. Section 26: All Below base of Mesaverde Section 26: NW/4 Surface to base Mesaverde Section 26: NE/4, S/2 Surface to base Mesaverde	92	198
ST WY 92-00412	######	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4 NW/4 (Jonah St. 3-36 Wellbore only) Section 36: NW/4	91	363
ST WY 90-00365	6/2/1990	Township 29 North, Range 108 West, 6th P.M. Section 36: All Surface to base Mesaverde Below base Mesaverde	92	7
ST WY 93-00114	4/2/1993	Township 30 North, Range 110 West, 6th P.M. Section 36: All	92	275
WYW-130730	######	Township 29 North, Range 109 West, 6th P.M. Section 34: N/2 NW/4, SE/4	94	461
WYW-133072	8/1/1994	Township 29 North, Range 109 West, 6th P.M. Section 2: SE/4	97	460
WYW-134684	5/1/1992	Township 29 North, Range 107 West, 6th P.M. Section 32: NW/4, SE/4	88	471

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-118162	#######	Township 29 North, Range 109 West, 6th P.M. Section 3: SE/4 Section 7: Lots 1, 2, SE/4, E/2 NW/4 Section 11: NW/4, SE/4	115	161
WYW-124622	7/1/1991	Township 29 North, Range 109 West, 6th P.M. Section 3: Lots 3, 4, S/2 NW/4 Section 4: Lots 3, 4, S/2 NW/4, SE/4 Section 5: Lots 3, 4, S/2 NW/4, SE/4 Township 30 North, Range 109 West, 6th P.M. Section 33: S/2 SE/4	111	78
WYW-111556	6/1/1988	Township 29 North, Range 107 West, 6th P.M. Section 20: SW/4 SW/4	81	454
WYW-141883	#######	Township 28 North, Range 109 West, 6th P.M. Section 12: All Section 13: All	94	461
WYW-141879	1/1/1992	Township 29 North, Range 108 West, 6th P.M. Section 29: SE/4 Surface to base Mesaverde Section 29: SW/4, N/2 Surface to base Mesaverde Section 29: All Below base Mesaverde	105	566
WYW-141880	1/1/1992	Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, E/2 SW/4, S/2 NE/4 Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4 NW/4, SE	88	452
WYW-141881	1/1/1993	Township 28 North, Range 109 West, 6th P.M. Section 24: All	92	407

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Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Pg
WYW-141885	4/1/1996	Township 29 North, Range 109 West, 6th P.M. Section 18: Lots 1-4, E/2, E/2 W/2	115	140
WYW-141882	9/1/1993	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, S/2 SE/4	93	321
WYW-147792	2/1/1977	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S/2 S/2 Section 11: All	81	86
WYW-147794	1/1/1992	Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 22: N/2	115	173
WYW-147797	7/1/1992	Township 28 North, Range 107 West, 6th P.M. Section 33: SW/4	88	738
WYW-148026	#######	Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E/2, E/2 W/2	84	585
Arambel, Mary L., Joseph J., and Robert P., as Trustees	#######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	665
Arambel, Mary L., Trustee	#######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	676
Zebre, Lois T, et vir	#######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	661

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name Serial No.	Lease Date	Description	Recording Bk	Pg
Zebre, Lois T., Co-Trustee	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	659
Kurtz, Karl B., Trustee	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	663
Bunning, Christian, et ux	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	669
Bunning, Robert, et ux	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	667
Chessman, Esther	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	108	671
Arambel, Karen G. Trust	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	109	560
Gaviotis, Ann Marie	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	109	562

Non PPR

EXHIBIT "A"
LEASES-JONAH

Lease Name Serial No.	Lease Date	Description	Recording Bk	Pg
Abriani, Felix G. and Rosemary, Trustees	######	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4 SW/4 Section 28: NW/4 SE/4 Section 34: NW/4 NW/4, S/2 NW/4, NW/4 SE/4	109	564
WYW-133762	######	Township 27 North, Range 109 West, 6th P.M. Section 1: Lots 1-4, S/2 N/2, S/2	111	108

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EXHIBIT "A"

Non PPR

LEASES - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-135470	5/1/1992	Township 30 North, Range 109 West, 6th P.M. Section 13: NE/4 NW/4		
WYW-126772	5/1/1992	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N/2 SE/4, SW/4 NE/4	88	470
WYW-118148	11/8/1989	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2 NE/4 Section 29: NE/4, SW/4 Section 30: E/2 NE/4 Section 31: Lots 3, 4, E/2 SW/4, NE/4 Section 32: NE/4, SW/4	97	521
WYW-131987	3/2/1994	Township 30 North, Range 107 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	97	519
WYW-141754	12/1/1989	Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4 NW/4, SW/4, SW/4 SE/4	115	124
WYW-133052	8/1/1994	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4	97	458
ST WY 94-00148	4/2/1994	Township 29 North, Range 107 West, 6th P.M. Section 16: NE/4, SW/4	96	426
ST WY 94-00149	4/2/1994	Township 29 North, Range 107 West, 6th P.M. Section 36: All	96	428

LEASES - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
ST WY 94-00147	4/2/1994	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4 SW/4 Section 14: NE/4 SE/4	96	424
WYW-124073	5/1/1991	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S/2 NW/4, SE/4 Section 2: Lots 3, 4, S/2 NW/4, SE/4 Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2 SE/4, SE/4 SE/4 Section 35: SE/4	115	15
WYW-116264	6/1/1989	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 Sectoin 24: E/2, E/2 W/2	114	717
WYW-116265	6/1/1989	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Sectoin 27: NE/4 Section 29: W/2	115	9
WYW-118165	12/1/1989	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S/2 NW/4, SW/4 Section 5: Lots 1, 2, S/2 NE/4, SE/4 Section 9: W/2 Township 32 North, Range 109 West, 6th P.M.	115	1

LEASES - PINEDALE

Lease Name Serial No.	Lease Date	Description	Recording Bk	Pg
		Section 28: W/2		
		Section 29: E/2		
		Section 32: All		
		Section 33: W/2		
WYW-137342	9/1/1995	Township 29 North, Range 107 West, 6th P.M.	115	115
		Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2		
		Section 2: Lots 1, 2, 3, 4, S/2 N/2, S/2		
		Section 3: Lots 1, 2, S/2 NE/4, SE/4		
		Section 10: NE/4, SE/4 NW/4		
WYW-142261	8/1/1997	Township 29 North, Range 107 West, 6th P.M.	115	131
		Section 7: N/2 NE/4		
		Section 8: NW/4		
		Section 9: N/2 N/2		
		Seciton 10: N/2 NW/4		
WYW-106728	7/2/1985	Township 30 North, Range 109 West, 6th P.M.	88	399
		Section 29: NW/4, SE/4		
		Sectoin 31: Lots 1, 2, E/2 NW/4, SE/4		
		Township 30 North, Range 109 West, 6th P.M.		
		Section 29: NE/4, SW/4		
		Section 31: Lots 3, 4, E/2 SW/4, NE/4		
WYW-126101	1/1/1992	Township 30 North, Range 109 West, 6th P.M.	88	453
		Section 10: SE/4		
		Section 18: SE/4		
		Section 19: Lots 1, 2, E/2 NW/4, SE/4		
		Section 30: Lots 1, 2, E/2 NW/4, SE/4		
		Section 32: NW/4, SE/4		
		Section 33: NW/4, N/2 SE/4		

LEASES - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
		Township 30 North, Range 109 West, 6th P.M.		
		Section 10: SW/4		
		Section 18: NE/4		
		Section 19: Lots 3, 4, E/2 SW/4, NE/4		
		Section 30: Lots 3, 4, E/2 SW/4, NE/4		
		Section 32: NE/4, SW/4		
		Section 33: NE/4, N/2 SW/4		

Non PPR

EXHIBIT "A-1"
LEASE RIGHTS-JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
WYW-128039	######	Township 28 North, Range 109 West, 6th P.M. Section 14: SE/4 SW/4	92	407	Letter Agreement dated 8/30/2000 between Santa Fe Snyder Corporation, McMurry Oil Company, Edward M. Warner and Williams Production Company regarding the Yellowpoint #14-14 well.
ST WY 92-00412	######	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4 NW/4 (Jonah St. 3-36 Wellbore only) From surface to base of Mesaverde only Township 28 North, Range 108 West, 6th P.M. Section 36: NW/4 NW/4, S/2 NW/4 From surface to base of Mesaverde only	91	383	Jonah State 3-36. 4/25/96 Jonah Field Development Agreement between MOC et al and Well Takeover Agmt. dated 8/24/98 between MOC and Snyder Oil Corp.

EXHIBIT "A-1"

Non PPR

LEASE RIGHTS - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
WYW-150655	######	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 NW/4	97	457	Assignment due from McMurry
WYW-128704	######	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1, 2, 3, metes and bounds of New Fork River Ripar; metes and bounds to Lots 1, 2, 3 Section 29: Metes and bounds of New Fork River Ripar, metes and bounds to Lots 3, 4, 7	114	724	MOC Lease #WY-051-00036-00
Jensen, B. et al	######	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4 SE/4, S/2 SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4 SW/4, S/2 NW/4, W/2 NE/4 Section 14: Lots 1, 2, NE/4 NW/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 NW Section 11, Jensen #2 in SESE Sec. 11 and Jensen #3 in NENW Section 14, T31N-R109W.	58	626	

Non PPR

EXHIBIT "B"
EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API_NUMBER
JONAH 1-4	28	108	4	NE NE	AEC	49035209260000
JONAH FEDERAL 1-4X	28	108	4	NE SE	AEC	49035218650000
JONAH FEDERAL 2-4	28	108	4	NW NE	AEC	49035214560000
JONAH FEDERAL 3-4	28	108	4	NE SW	AEC	49035215490000
JONAH 1-5	28	108	5	NW NW	AEC	49035211690000
JONAH FEDERAL 2-5	28	108	5	NW SE	AEC	49035212800000
JONAH FEDERAL 3-5	28	108	5	NENW	AEC	49035221190000
JONAH FEDERAL 8-5	28	108	5	SESE	AEC	49035221350000
JONAH FEDERAL 5-5	28	108	5	SW-NW	AEC	49035222580000
JONAH 1-6	28	108	6	NE SE	AEC	49035212370000
JONAH FEDERAL 3-6	28	108	6	NE SW	AEC	49035218880000
JONAH FEDERAL 5-6	28	108	6	SW SW	AEC	49035218660000
JONAH FEDERAL 7-6	28	108	6	SWSE	AEC	49035221170000
JONAH FEDERAL 13-7	28	108	7	SW SW	AEC	49035218860000
JONAH FEDERAL 1-7	28	108	7	NE NE	AEC	49035212010000
JONAH FEDERAL 3-7	28	108	7	NE SW	AEC	49035213110000
JONAH FEDERAL 3-7X	28	108	7	NE NW	AEC	49035218150000
JONAH FEDERAL 5-7	28	108	7	SW NW	AEC	49035216940000
JONAH FEDERAL 7-7	28	108	7	SW NE	AEC	49035220510000
JONAH 2-8	28	108	8	NW NE	AEC	49035212140000
JONAH FEDERAL 1-8	28	108	8	NE NE	AEC	49035214670000
JONAH FEDERAL 2-8A	28	108	8	NW NE	AEC	49035214920000
WARDELL FED 1	28	108	9	SE SE	AEC	49035203420000
JONAH FEDERAL 3-15	28	108	15	NENW	AEC	49035213560000
YELLOW POINT 1-1	28	109	1	NE NE	AEC	49035218580000
YELLOW POINT 7-1	28	109	1	SW NE	AEC	49035217490000
YELLOW POINT 11-12	28	109	12	NE SW	AEC	49035218620000
YELLOW POINT 1-12	28	109	12	NE NE	AEC	49035218160000
YELLOW POINT 13-12	28	109	12	SW SW	AEC	49035218630000
YELLOW POINT 15-12	28	109	12	SW SE	AEC	49035216890000
YELLOW POINT 3-12	28	109	12	NE NW	AEC	49035217170000
YELLOW POINT 5-12	28	109	12	SW NW	AEC	49035218590000
YELLOW POINT 7-12	28	109	12	SW NE	AEC	49035218600000
YELLOW POINT 14-12	28	109	12	SE-SW	AEC	49035222180000
YELLOW POINT 16-12	28	109	12	SE-SE	AEC	49035222170000
YELLOW POINT 10-12	28	109	12	NW-SE	AEC	49035222150000
YELLOW POINT 9-12	28	109	12	NESE	AEC	49035216920000
YELLOW POINT 1-13	28	109	13	NE NE	AEC	49035216030000
YELLOW POINT 3-13	28	109	13	NE NW	AEC	49035216900000
YELLOW POINT 5-13	28	109	13	SW NW	AEC	49035218730000

EXHIBIT "B"
EXISTING WELLS-JONAH

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EXHIBIT "B"

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API_NUMBER
YELLOW POINT 7-13	28	109	13	SW NE	AEC	49035216910000
YELLOWPOINT 11-13	28	109	13	NE SW	AEC	49035218870000
YELLOWPOINT 13-13	28	109	13	SW SW	AEC	49035219750000
YELLOW POINT 2-13	28	109	13	NW-NE	AEC	49035222130000
YELLOW POINT 4-13	28	109	13	NW-NW	AEC	49035222140000
YELLOWPOINT 14-14	28	109	14	SESW	SNYDER	49035222430000
STUD HORSE BUTTE 13-22	29	108	22	SWSW	AEC	49035219720000
STUD HORSE BUTTE 11-26	29	108	26	NE SW	AEC	49035215150000
STUD HORSE BUTTE 1-26	29	108	26	NE NE	AEC	49035217710000
STUD HORSE BUTTE 13-26	29	108	26	SW SW	AEC	49035215320000
STUD HORSE BUTTE 15-26	29	108	26	SW SE	AEC	49035213870000
STUD HORSE BUTTE 3-26	29	108	26	NE NW	AEC	49035217120000
STUD HORSE BUTTE 5-26	29	108	26	SW NW	AEC	49035213740000
STUD HORSE BUTTE 7-26	29	108	26	SWNE	AEC	49035217700000
STUD HORSE BUTTE 9-26	29	108	26	NESE	AEC	49035217690000
STUD HORSE BUTTE 12-26	29	108	26	NW SW	AEC	49035222070000
STUD HORSE BUTTE 11-27	29	108	27	NE SW	AEC	49035214780000
STUD HORSE BUTTE 1-27	29	108	27	NE NE	AEC	49035217840000
STUD HORSE BUTTE 13-27	29	108	27	SW SW	AEC	49035213590000
STUD HORSE BUTTE 15-27	29	108	27	SW SE	AEC	49035217670000
STUD HORSE BUTTE 5-27	29	108	27	SW NW	AEC	49035215550000
STUD HORSE BUTTE 7-27	29	108	27	SWNE	AEC	49035217660000
STUD HORSE BUTTE 9-27	29	108	27	NE SE	AEC	49035214790000
STUD HORSE BUTTE 11-28	29	108	28	NE SW	AEC	49035215160000
STUD HORSE BUTTE 13-28	29	108	28	SW SW	AEC	49035216470000
STUD HORSE BUTTE 15-28	29	108	28	SW SE	AEC	49035213520000
STUD HORSE BUTTE 3-28	29	108	28	NE NW	AEC	49035217160000
STUD HORSE BUTTE 9-28	29	108	28	NE SE	AEC	49035214770000
STUD HORSE BUTTE 11-29	29	108	29	NE SW	AEC	49035216340000
STUD HORSE BUTTE 15-29	29	108	29	SW SE	AEC	49035214530000
STUD HORSE BUTTE 5-29	29	108	29	SW NW	AEC	49035217060000
STUD HORSE BUTTE 11-32	29	108	32	NESW	AEC	49035220580000
STUD HORSE BUTTE 1-32	29	108	32	NENE	AEC	49035221240000
STUD HORSE BUTTE 13-32	29	108	32	SW SW	AEC	49035217470000
STUD HORSE BUTTE 15-32	29	108	32	SWSE	AEC	49035220570000
STUD HORSE BUTTE 3-32	29	108	32	NENW	AEC	49035220940000
STUD HORSE BUTTE 5-32	29	108	32	SW NW	AEC	49035220600000
STUD HORSE BUTTE 7-32	29	108	32	SWNE	AEC	49035221230000
STUD HORSE BUTTE 9-32	29	108	32	NESE	AEC	49035220590000
STUD HORSE BUTTE 11-33	29	108	33	NE SW	AEC	49035214930000
STUD HORSE BUTTE 1-33	29	108	33	NE NE	AEC	49035214540000

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Non PPR

EXHIBIT "B"
EXISTING WELLS-JONAH

STUD HORSE BUTTE 13-33	29	108	33	SWSW	AEC	49035221050000
STUD HORSE BUTTE 15-33	29	108	33	SW SE	AEC	49035214840000
STUD HORSE BUTTE 3-33	29	108	33	NE NW	AEC	49035215440000

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API_NUMBER
STUD HORSE BUTTE 5-33	29	108	33	SWNW	AEC	49035221020000
STUD HORSE BUTTE 7-33	29	108	33	SWNE	AEC	49035221030000
STUD HORSE BUTTE 9-33	29	108	33	NESE	AEC	49035221040000
JONAH FEDERAL 32-34	29	108	34	SW NE	AEC	49035209400000
STUD HORSE BUTTE 1-34	29	108	34	NE NE	AEC	49035218080000
STUD HORSE BUTTE 15-34	29	108	34	SW SE	AEC	49035214660000
STUD HORSE BUTTE 3-34	29	108	34	NE NW	AEC	49035214830000
STUD HORSE BUTTE 5-34	29	108	34	SW NW	AEC	49035219450000
STUD HORSE BUTTE 9-34	29	108	34	NE SE	AEC	49035218360000
STUD HORSE BUTTE 11-35	29	108	35	NE SW	AEC	49035217050000
STUD HORSE BUTTE 13-35	29	108	35	SW SW	AEC	49035215170000
STUD HORSE BUTTE 1-35	29	108	35	NE NE	AEC	49035215340000
STUD HORSE BUTTE 15-35	29	108	35	SW SE	AEC	49035218640000
STUD HORSE BUTTE 3-35	29	108	35	NE NW	AEC	49035215990000
STUD HORSE BUTTE 5-35	29	108	35	SW NW	AEC	49035216330000
STUD HORSE BUTTE 7-35	29	108	35	SWNE	AEC	49035218340000
STUD HORSE BUTTE 9-35	29	108	35	NE SE	AEC	49035218350000
STUD HORSE BUTTE 12-35	29	108	35	NW SW	AEC	49035222100000
STUD HORSE BUTTE 4-35	29	108	35	NW-NW	AEC	49035222050000
STUD HORSE BUTTE 6-35	29	108	35	SE-NW	AEC	49035222090000
STUD HORSE BUTTE 10-35	29	108	35	NW-SE	AEC	49035222040000
STUD HORSE BUTTE 12-36	29	108	36	NWSW	AEC	49035220640000
STUD HORSE BUTTE 2-36	29	108	36	NW NE	AEC	49035215730000
STUD HORSE BUTTE 4-36	29	108	36	NW NW	AEC	49035214590000
STUD HORSE BUTTE 6-36	29	108	36	SENW	AEC	49035215720000
STUD HORSE BUTTE 7-36	29	108	36	SW NE	AEC	49035218920000

EXHIBIT "B"

Non PPR

EXISTING WELLS - PINEDALE

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API_NUMBER
PINEDALE UT KFU P A 7	30	108	15	SE NE	MCMURRY	49035061670000
JENSEN 1A	31	109	11	NWNW	ST OIL	49035222630000
JENSEN 4	31	109	14	NE NW	ST OIL	49035219020000
ANTELOPE 1-9	29	107	9	NENE	MCMURRY	49035221730000

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-150876

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 3: Lots 1, 2, S2NE, SWSW Section 9: E2, N2NW, SENW, S2SW Section 10: S2NE, NW, W2SW, SESW, NESE TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th PM Section 20: N2NE, SENE, NW, NWSW Section 23: SWSE Section 28: W2, SE Section 34: NW, W2SW, SE containing 2,358.89 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282304

RECORDED January 18 2001 3:10 P M
IN BOOK 117 Q-6 PAGE 58
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

Horse Creek 76127-000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 8th day of January,.2001.

My Commission Expires:
2.9.04

Notary Public within and for the
State of Texas

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

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 January, 20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney-in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January, 20 01

EOG Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact R.H. Leffingwell, Agent and 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

60

Form 3000-3
(January 1996)

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-150882

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 114 WEST, 6th PM Section 24: All Section 25: All containing 1,280.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282305
RECORDED January 18 2001 3:10 PM
IN BOOK 117 O+G PAGE 60
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

Horsecreek 76130-0002

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires: 2.9.04

Notary Public within and for the
State of Texas

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

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 January, 20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor: (Signature) Gary Butler, President

or
Attorney-in-fact: (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January, 20 01

EOG Resources, Inc.

Assignee: (Signature)

or
Attorney-in-fact: R.H. Leffingwell
Agent and 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: 1998-774-004/41005

62

Form 3000-3
(January 1996)

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-150883

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 34 NORTH, RANGE 114 WEST, 6th PM Section 25: NE, N2NW, SENW, S2SW, SWSE containing 400.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282306
RECORDED Jan. 18 -01 3:10P M
IN BOOK 117 O&G PAGE 62
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

Horsecreek 76131-000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 200__.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires:
2-9-04

Carrie Stevens
Notary Public within and for the
State of Texas

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

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 January, 20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor [signature] Gary Butler, President
(Signature)

or
Attorney–in-fact _____
(Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January, 20 01

EOG Resources, Inc.

Assignee [signature]
(Signature)

or
Attorney-in-fact R.H. Leffingwell Agent and 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

64

Form 3000-3
(January 1996)

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-150881

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 114 WEST, 6th PM Section 12: NWNE Section 13: All Section 14: All Section 15: NE containing 1,480.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282307

RECORDED Jan. 18 2001 3:10p M
IN BOOK 1170+G PAGE 164
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

Horsecreek 76129-000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 200__.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires:
2-9-04

Notary Public within and for the
State of Texas

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

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 January ,20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor (Signature) Gary Butler, President

or

Attorney–in-fact (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January ,20 01

EOG Resources, Inc.

Assignee (Signature)

or

Attorney-in-fact R.H. Leffingwell, Agent and 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.

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*U.S. GPO: 1998-774-004/41005

66

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-150880

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 32 NORTH, RANGE 114 WEST, 6th PM Section 8: Lots 3, 4, S2NW, E2SW Section 13: SENW containing 223.25 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282308

RECORDED Jan. 18 2001 3:10p M
IN BOOK 117 O+G PAGE 106
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

Horsecreek
76128-000

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires:
2-9-04

Notary Public within and for the
State of Texas

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

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 January ,20 01

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January ,20 01

EOG Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact R.H. Leffingwell Agent and 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

68

007675-000

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-143672

Lease Effective Date
(Anniversary Date)
Dec 1, 1997

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
Street P. O. Box 4362
City, State, ZIP Code Houston, TX 77210-4362

*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 8: S2SW, SWSE Section 18: E2 Section 19: E2 Section 29: NW Section 30: NE containing 1,080.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	2.55%

282309

RECORDED Jan. 18 2001 2:10 PM
IN BOOK 117 O&G PAGE 68
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

Horsecreek

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes [redacted] set forth.

Given [redacted] hand and seal of office, this the 8th day of January, 2001.

My Commission Expires: July 11, 2003

Notary Public: John E. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Adams known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires:
Feb. 9, 2004

Notary Public within and for the
State of Texas

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

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 January, 20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor [signature]
(Signature) By: Gary Butler, President

or
Attorney-in-fact _____
(Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January, 20 01

EOG Resources, Inc.

Assignee _____
(Signature)

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

R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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

70

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-138250

Lease Effective Date
(Anniversary Date)
February 1, 1996

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 114 WEST, 6th PM Section 2: Lots 1-4; S2N2, S2 containing 641.00 acres, more or less, in Sublette County, Wyoming Subject to Reassignment Rider provisions contained in that certain Record Title Assignment from Liberty Petroleum Corporation to Contex Energy Company covering this lease.	100%	100%	-0-	-0-	5%

282310

RECORDED Jan. 18 2001 3:10 PM
IN BOOK 117 O+G PAGE 70
FEES $ 8.00 [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 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)

Horse Creek 76329-000

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of January, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Adams known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for 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 8th day of January, 2001.

My Commission Expires:
2-Feb 9 2004

Notary Public within and for the
State of Texas

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

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 January, 2001

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor (Signature) Gary Butler, President

or
Attorney–in-fact (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 8th day of January, 2001

EOG Resources, Inc.

Assignee (Signature)

or
Attorney-in-fact R. L. Adams (Signature)

R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

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

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

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

ASSIGNMENT OF OIL AND GAS LEASES

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.**, whose address is P. O. Box 4362, Houston, Texas 77210-4326, 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 **EOG RESOURCES, INC.**, 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.

This assignment is expressly subject to the reservations and conditions set forth in those certain two (2) Assignments of Oil and Gas Leases dated August 1, 2000, from Ultra Resources, Inc. to Contex Energy Company, recorded respectively in Book 116 O&G, Page 31 and Book 116 O&G, Page 35.

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 9th day of January, 200 1.

282311

RECORDED Jan. 15 2001 3:00 PM
IN BOOK 117 O&G PAGE 72
FEES $ 10.00 M. [illegible] COUNTY 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 9th day of January, 200 1.

My Commission Expires: July 11, 2002

NOTARY PUBLIC OF COLORADO

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

EXHIBIT "A"

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

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
December 1, 1997 76175-000	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 76176-000	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 76180-000	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 76181-000	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 75805-005	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 Contex Energy Company, Inc. to EOG Resources, Inc.
Sublette County, Wyoming

OGL DATE	LESSOR	LESSEE	DESCRIPTION	ACRES	RECORDING
June 2, 1997 75805-006	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 75805-007	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 75805-008	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 75805-009	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]

AMENDMENT TO ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST

This instrument is made and entered into this 31st day of October 2000, to be effective as of December 31, 1998 by and between WRW Energy Co., a Colorado General Partnership with an address of P.O. Box 1881, Cheyenne, Wyoming 82003, hereinafter referred to as "Energy" and Weeks Oil Properties LLC, a Colorado limited liability company with an address of 1201 Williams Street, Suite 11A, Denver, Colorado 80218 hereinafter referred to as "Properties".

W I T N E S S E T H

WHEREAS, Energy conveyed certain overriding royalty interests to Properties in oil and gas leases covering lands located in Sublette County, Wyoming pursuant to that certain Assignment of Overriding Royalty Interest (the "Assignment") dated December 23, 1998 to be effective December 31, 1998 and recorded December 31, 1998 in the records of Sublette County, Wyoming in Book 110 of Oil and Gas at page 139; and

WHEREAS, certain clerical errors were made on the legal description on the lands covered by the Assignment; and

WHEREAS, the parties desire to correct said errors;

NOW THEREFORE for in consideration of the premises the parties hereby stipulate and agree that Exhibit "A" attached to the Assignment is hereby amended as follows:

1. On page 1 of Exhibit "A" the legal description of the lands covered by Lease WYW-125949 is hereby amended in its entirety to read as follows:

<u>Township 29 North, Range 108 West, 6th P.M.</u>
Section 19: Lots 1, 2, E/2NW/4, SE/4

2. On page 1 of Exhibit "A" the legal description of the lands covered by Lease WYW-125952 is hereby amended in its entirety to read as follows:

<u>Township 29 North, Range 109 West, 6th P.M.</u>
Section 13: NW/4, SE/4
Section 14: NW/4, SE/4
Section 23: NW/4, SE/4
Section 24: NW/4, SE/4

3. On page 1 of Exhibit "A" the legal description of the lands covered by Lease WYW-125953 is hereby amended in its entirety to read as follows:

282325

RECORDED Jan. 19 2001 4:15 PM
IN BOOK 117 O+G PAGE 75
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

75

Township 29 North, Range 109 West, 6th P.M.
Section 15: NW/4
Section 22: SE/4, NW/4

4. On page 1 of Exhibit "A" of the Assignment the legal description of the lands covered by Lease WYW-125954 is hereby amended in its entirety to read as follows:

Township 29 North, Range 109 West, 6th P.M.
Section 25: NW/4, SE/4

5. On page 1 of Exhibit "A" of the Assignment the legal description of the lands covered by Lease WYW-126100 is hereby amended in its entirety to read as follows:

Township 29 North, Range 108 West, 6th P.M.
Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4
Section 7: Lots 1, 2, E/2NW/4, SE/4
Township 29 North, Range 109 West, 6th P.M.
Section 1: Lots 3, 4, SE/4, S/2NW/4
Section 9: NW/4, SE/4
Section 10: NW/4, SE/4
Section 12: NW/4

6. On page 2 of Exhibit "A" of the Assignment the legal description of the lands covered by Lease WYW-126377 is hereby amended in its entirety to read as follows:

Township 28 North, Range 110 West, 6th P.M.
Section 5: Lots 1, 2, SE/4
Section 6: Lot 4, S/2SE/4
Section 7: SE/4
Section 8: NW/4, SE/4

7. On page 8 of Exhibit "A" of the Assignment the legal description of the lands covered by Lease WYW-102732 is hereby amended in its entirety to read as follows:

Township 27 North, Range 108 West, 6th P.M.
Section 17: SE/4
Section 23: SW/4

Except as amended above all of the terms of the Assignment are hereby ratified and confirmed. For purposes of implementing the intent of this Assignment, Properties hereby grants, assigns and quitclaims unto Energy all of its right title and interest that it may have acquired by virtue of the Assignment as the same was originally recorded with respect to those oil and gas leases described above (*i.e.*, U.S.A. Lease Nos. WYW-125949, WYW-125952, WYW-125953, WYW–125954, WYW-126100, WYW-126377 and WYW-102732) insofar only as said leases cover lands other than those lands described herein.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is executed as of the day and year first above written to be effective December 31, 1998.

WRW ENERGY CO., a Colorado General Partnership

By: _____
William R. Weeks, General Partner

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
William R. Weeks, Manager

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

The foregoing instrument was acknowledged before me by William R. Weeks as General Partner of WRW Energy Co, a Colorado General Partnership, on behalf of the corporation, this 31st day of October, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

_____
Notary Public

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

The foregoing instrument was acknowledged before me by William R. Weeks as Manager of Weeks Oil Properties, a Colorado limited liability company, on behalf of the corporation, this 31st day of October, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

_____
Notary Public

J:\Thompson\WRW Energy Co\Corporate\Amd Asg of ORRI.wpd

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **JOHN W. MARTIN**, 1811 Miracle Drive, 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 amounts shown:

ASSIGNEE	**PERCENT**
YVONNEDA M. MARTIN 1811 Miracle Drive Casper, WY 82609	**0.091800% of 8/8ths**
JOHN W. MARTIN, Trustee of the Falcon Trust DTD 12/15/00 1811 Miracle Drive Casper, WY 82609	**.9882010% of 8/8ths**

282362

RECORDED Jan. 24 2021 8:40AM
IN BOOK 117 O+G PAGE 78
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

BEING in all a total of an undivided **1.080001%** 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

(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 Assignee shall be proportionately reduced.

THIS instrument is executed this 12TH day of January, **2001**, but effective as of **December 1, 2000**.

By: _____
John W. Martin

STATE OF Colorado)
)§
COUNTY OF Denver)

SUBSCRIBED AND SWORN TO before me by **John W. Martin, individually**, on this 12th day of January, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

SEAL

Carrie Ann Vanhevelssen
Notary Public:

My Commission Expires: 5-16-01

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated January 12, 2001, but effective December 1, 2000 from John W. Martin, as Assignor into John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, 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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated January 12, 2001, but effective December 1, 2000 from John W. Martin, as Assignor into John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	PAGE
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 Sublette County, Wyoming	108	663
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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated January 12, 2001, but effective December 1, 2000 from John W. Martin, as Assignor into John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTON	RECORDING BOOK (O & G)	RECORDING PAGE
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
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

ASSIGNMENT OF OVERRIDING ROYALTY

The undersigned, the MARY ETTA BILLINGS REVOCABLE TRUST, CAROLYN TOOKE, TRUSTEE, whose address is 610 WEST 57TH STREET, CASPER, WYOMING 82601, as Assignor, does hereby bargain, sell for $10.00 and other consideration, transfer, convey and assign, , to THE DON E. AND MARJORIE C. LAWSON LIVING TRUST, Don E. Lawson and Marjorie C. Lawson, Trustees, and their SUCCESSORS IN TRUST under REVOCABLE TRUST AGREEMENT dated August 27, 1992, whose address is 3350 Arroyo Drive, Casper, Wyoming 82604, as Assignee, a **ONE-HALF OF ONE PERCENT (0.50%)** overriding royalty of all of the oil, gas and other hydrocarbons produced, saved and marketed from the lands below described and located in Sublette County, Wyoming, by virtue of that certain oil and gas lease issued by the United States of America, dated November1, 1978, bearing Serial No. W--62508, to-wit:

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6TH P.M.

Section 29: W/2, W/2NE/4, SE/4NE/4, SE/4
Total Acres: 600

This assignment is executed by Assignor and accepted by Assignee without warranties of any nature or kind.

IN WITNESS WHEREOF Assignor has executed this assignment this 23rd day of January, 2001.

ASSIGNOR:

Carolyn Tooke, Trustee of the Mary Etta Billings Revocable Trust

STATE OF WYOMING)

COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Carolyn Tooke this 23rd day of January, 2001.

Witness my hand and official seal.

Notary Public

My Commision Expires:

14 OCT 2004
NOTARY PUBLIC
LIBBY CROWN
COUNTY OF NATRONA
STATE OF WYOMING

282373

RECORDED Jan. 24 2001 10:45 AM
IN BOOK 117 O+G PAGE 83
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

RELEASE OF LIENS AND SECURITY INTERESTS

Recitals:

1. Reference is made to those certain instruments described on Schedule 1 attached hereto and made a part hereof each of which is from Forcenergy Inc, or a predecessor of Forcenergy Inc, (herein collectively called "Mortgagor 1") in favor of ING (U.S.) Capital LLC, or a predecessor of ING (U.S.) Capital LLC, as Agent (herein collectively called "Agent"), each of which is recorded as shown on Schedule 1 attached hereto and made a part hereof (such instruments, along with each and every prior mortgage restated and amended by each such instrument or restated and amended by any prior mortgage, including, to the date hereof, any amendments, supplements, ratifications or restatements thereof, is herein collectively called the "Forcenergy Inc Mortgages").

2. Reference is also made to that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Forcenergy Onshore Inc ("Mortgagor 2") to Frank Ferrara, Trustee, and ING (U.S.) Capital LLC, as Agent dated February 15, 2000, which is recorded as shown on Schedule 2 attached hereto (the "Forcenergy Onshore Inc Mortgage"; the Forcenergy Inc Mortgages and the Forcenergy Onshore Inc Mortgage are herein collectively called the "Mortgages").

Release:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the undersigned has RELEASED and DISCHARGED, and by these presents does hereby RELEASE and DISCHARGE the liens and security interests created by each of the Mortgages, and further hereby terminates the assignment of "Production" and "Proceeds of Production" made in favor of the undersigned under Article III of each of the Mortgages.

It is expressly understood that certain indemnification obligations and other obligations of Mortgagor 1 and Mortgagor 2 are, as provided in each of the Mortgages, to survive any release of each such Mortgage, and that such obligations are not released or otherwise affected hereby.

This Release is executed in counterparts, all of which are identical except that to facilitate recording in the state(s) of OK, UT and WY, there may be attached to counterparts of this Release which are being recorded in such state(s) copies of Exhibit A to one or more of the Mortgages. All such counterparts constitute one and the same instrument.

Reference is hereby made to each of the Mortgages and the recordation thereof for all purposes in connection therewith. Agent agrees to execute any and all documents or other instruments that may be reasonably necessary to effect the release of the liens and security interests released hereby within 5 business days of any request to do so from Borrower or any of its affiliates.

282405

RECORDED Jan. 29 2001 9:32 AM

IN BOOK 117 O+G PAGE 84

FEES $130.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sexton

Please return to:
Forest Oil Corp., Attn: Nancy Shores
3838 N. Causeway Blvd., Suite 2300, Metairie, LA 70002

Executed this 16 day of ~~September~~ November, 2000.

Witnesses:

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

ING (U.S.) Capital LLC, for itself and as Agent

By: P.Y. Clinton
Name: Peter Y. Clinton
Title: Director

STATE OF New York §
§
COUNTY OF New York §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the State of New York, being authorized in such state to take acknowledgments, hereby certify that, on this 16 day of ~~September~~ November, 2000, there personally appeared before me Peter Y. Clinton, Director of ING (U.S.) Capital LLC, a Delaware limited liability company, known to me to be such officer, such limited liability company, acting individually and as Agent, being a party to the foregoing instrument.

LOUISIANA

On this date before me, the undersigned authority, personally came and appeared ~~Peter Y. Clinton~~, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the Director of ING (U.S.) Capital LLC, a Delaware limited liability company, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such limited liability company, acting individually and as Agent, by proper authority and as the free act and deed of such limited liability company and for the uses and purposes therein set forth and apparent.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said state, on this day, within my jurisdiction, Peter Y. Clinton being the Director of ING (U.S.) Capital LLC, a Delaware limited liability company, and acknowledged that, for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company, acting individually and as Agent, so to do.

ALABAMA

I, the undersigned, a notary public in and for said County in said State, hereby certify that Peter Y. Clinton, whose name as Director of ING (U.S.) Capital LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting individually and as Agent.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared Peter Y. Clinton, who acknowledged himself to be the Director of ING (U.S.) Capital LLC, a Delaware limited liability company, and that he, as the Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, acting individually and as Agent, by himself as Director.

AK, CO, MT, NE, NM, OK, TX, UT, WV and WYOMING

The foregoing instrument was acknowledged before me by Peter Y. Clinton, as Director of ING (U.S.) Capital LLC, a Delaware limited liability company, on behalf of such limited liability company, on this date, acting individually and as Agent.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of New York, County of New York, State of New York, on the day and year first above written.

NOTARY PUBLIC, State of New York

My commission expires:
12/31/2001

[SEAL]

MARY ANNE MAHER
Notary Public, State of New York
No. 01MA6034705
Qualified in Queens County
Commission Expires 12/31/2001

[redacted] [redacted] [redacted]

Schedule 1

Recording Schedule

1.0 Credit Line Deed of Trust, Mortgage, Assignment and Security Agreement and Financing Statement dated July 26, 1991 from Forcenergy Partners, L.P., et al, to J. Russell Porter, Trustee, and Manufacturers Hanover Trust Company, as Agent, recorded as follows:

Jurisdiction	Book/Page	Date
Kiowa County, Colorado	398/844 No. 245043	07/30/91
Larimer County, Colorado	Reception No. 91035049	07/30/91
Harrison County, Mississippi First Judicial District	1369/143 Mortgage Records No. 6338	07/30/91
Harrison County, Mississippi Second Judicial District	318/389 Mortgage Records No. 91-2612	07/30/91
Jackson County, Mississippi	1122/393 Deed of Trust Records No. 1624	07/30/91
Hitchcock County, Nebraska	65/155 Mortgage Records	07/31/91
Duchesne County, Utah	A203/207 Entry No. 282747	08/02/91
Uintah County, Utah	512/161 Entry No. 5268-91	08/02/91
Barbour County, WV	173/490 Deed of Trust Records 174/91 Mineral Filing	08/21/92 08/21/92

1.2 as amended by First Amendment to Credit Line Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated September 2, 1992, among Forcenergy Partners, L.P., et al, and Internationale Nederlanden Bank, N.V., as Agent, recorded as follows:

County	Records	Book & Page	Recording Date

County	Records	Book & Page	Recording Date
Kiowa County, CO	Official	404/657 No. 247326	09/14/92
Larimer County, CO	Official	No. 92056148	09/14/92
Harrison County, MS First Judicial District	Mortgages & Deeds of Trust on Land	1428/242 No. 10,205	09/15/92
Harrison County, MS Second Judicial District	Mortgages & Deeds of Trust on Land	343/678 No. 92-3856	09/16/92
Jackson County, MS	OG&M Offshore	1/123 No. 864	09/15/92
Hitchcock County, NE	Mortgages	66/469	09/14/92
Duchesne County, UT	Official	A216/1 No. 289903	09/10/92
Uintah County, UT	Official	534/689 No. 92004941	09/18/92
Barbour County, WV	Deed of Trust	178/58	09/11/92

1.1 Financing Statement relating to 7/26/91 Mortgage

Recording information not available at time of filing.

2.0 Act of Collateral Mortgage, Pledge and Assignment dated July 25, 1991 excluded by Forcenergy Partners, L.P., et al, recorded as follows:

Filing Jurisdiction	Recording Data	
Cameron Parish, LA	COB 733, File No. 223617,	MOB 178, File No. 223617
Iberia Parish, LA	COB 1015, Entry No. 91-5031,	MOB 589, Entry No. 91-5031
St. Bernard Parish, LA	COB 503, Folio 357,	MOB 625, Folio 149
Terrebonne Parish, LA	COB 1297, Entry No. 885060,	MOB 870, Entry No. 885060
Vermilion Parish, LA	COB Entry No. 9106842,	MOB Entry No. 9106842

Filing Jurisdiction	Recording Data
Minerals Management Service Department of the Interior, Metairie, LA	Filed in Lease Record Files for Lease Nos. OCS-G 0829, 1177, 1182, 2231, 4493, 4494, 2832, 3313, 3486, 3496, 4261 and 4758

as amended by First Supplement to Act of Collateral Mortgage, Pledge and Assignment, dated January 9, 1992, recorded as follows:

Filing Jurisdiction	Recording Data
Cameron Parish, La.	COB 742, File No. 225616, MOB 182, File No. 225616
Iberia Parish, LA	COB 1049, MOB 616, Entry No. 93-1589, filed 3/8/93
St. Bernard Parish, La.	COB 511, Folio 346, COB Entry No. 274523 MOB 638, Folio 186 MOB Entry No. 274523
Terrebonne Parish, LA	COB 1356, MOB 926, File No. 913066, filed 3/8/93
Vermilion Parish, La.	COB Entry No. 9200347 MOB Entry No. 9200347
Minerals Management Service Department of the Interior, Metairie, Louisiana	Filed in Lease Record Files for Lease Nos. OCS-G 2832, 3313, 3486, 3496, 4261, and 4758
Minerals Management Service, New Orleans (OCS-G 0829, 4494, 4493, 2231, 1177 and 1182)	filed 3/3/93

and as amended by Second Supplement to Act of Collateral Mortgage, Pledge and Assignment, dated December 30, 1992, recorded as follows:

Recording Jurisdiction	Recording Data
Cameron Parish, LA	COB 762, MOB 188, File No. 229725, filed 1/15/93
Iberia Parish, LA	COB 1046, MOB 614,

		Entry No. 93-348, filed 1/15/93
	St. Bernard Parish, LA	COB 531, Folio 1, Lease 88, Folio 90, MOB 672, Folio 207, filed 1/15/93
	Terrebonne Parish, LA	COB 1350, MOB 921, Entry No. 910738, filed 1/15/93
	Vermilion Parish, LA	No. 9300507, filed 1/15/93
	Minerals Management Service, New Orleans	filed 1/14/93

2.1. Collateral Pledge Agreement dated July 26, 1991 made by Forcenergy Partners, L.P. and Forcenergy Offshore, Inc. to Manufacturers Hanover Trust Company, as Agent, as amended by First Amendment to Collateral Pledge Agreement dated September 2, 1992.

3.0 Security Agreement, Assignment of Production and Financing statement dated July 26, 1991, by and between Forcenergy Partners, L.P. and Forcenergy Offshore, Inc. and Manufacturers Hanover Trust Company, as Agent, as amended by First Amendment to Security Agreement, Assignment of Production and Financing Statement dated January 9, 1992, and as amended by Second Amendment to Security Agreement, Assignment of Production and Financing Statement dated September 2, 1992, and as amended by Third Amendment to Security Agreement, Assignment of Production and Financing Statement dated December 30, 1992.

4.0 Mortgage, Assignment, Security Agreement and Financing Statement dated April 25, 1992 from Ashlawn Energy, Inc. to Internationale Nederlanden Bank, N.V. (Recording information not available at time of filing)

4.1 Financing Statement relating to 4/25/92 Mortgage (Recording information not available at time of filing)

5.0 Assignment of Note, Liens and Security Interests dated September 1, 1992 from Chemical Bank, N.A. (As successor by merger with Manufacturers Hanover Trust Company) (recording information not available at time of filing)

6.0 Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated September 2, 1992, from Forcenergy Partners, L.P., et al, to J. Russell Porter, Trustee, and First American Title Company of Utah, Trustee, and Internationale Nederlanden Bank, N.V., as Agent, recorded as follows:

County	Records	Book & Page	Recording Date

[redacted] [redacted] [redacted]

Assumption Parish, LA	Conveyance/ Minerals Mortgage	281A 193 No. 167577	09/09/92
Calcasieu Parish, LA	Deed	2142916 No. 16875	09/22/92
Cameron Parish, LA	Conveyance	755 No. 228391	09/08/92
Iberia Parish, LA	Conveyance Mortgage	1038 A607 No. 92-6294	09/10/92
Plaquemines Parish, LA	Conveyance Mortgage	787/805 216/293	09/10/92
St. Bernard Parish, LA	Conveyance Mortgage LB	523/360 658/322 88/17 No. 281235	09/08/92
St. Mary Parish, LA	Conveyance Mortgage	35-L No. 238,997 644 No. 200,559	09/08/92
Terrebonne Parish, LA	Conveyance Mortgage	1333 907 No. 903894	09/08/92
Vermilion Parish, LA	Official	No. 9208558	09/08/92
Harrison County, MS First Judicial District	Mortgages and Deeds of Trust on Land	148/251 No. 10,207	09/15/92
Harrison County, MS Second Judicial District	Mortgage & Deeds of Trust on Land	343/687 No. 92-3857	09/16/92
Jackson County, MS	OG&M Offshore	1/132 No. 865	09/15/92
Eddy County, NM	Official	133/1162 No. 9210024	09/10/92
Lea County, NM	Mortgage	582/686 No. 27791	09/10/92
Angelina County, TX	Official Public	887/618 No. 36020	09/08/92

County	Records	Book & Page	Recording Date
Brazoria County, TX	Official	92-28735	09/08/92
Chambers County, TX	Official Public	92-185-454 No. 4259B	09/08/92
Galveston County, TX	Real Property	008-43-0742 No. 9236729	09/18/92
Goliad County, TX	Deed of Trust	A118/891 No. 72979	09/08/92
Hardin County, TX	Official Public	957/741 No. 25308	09/08/92
Harrison County, TX	Official	519/114 No. 7832-F	09/08/92
Hidalgo County, TX	Official	3328/198 No. 282016	09/14/92
Jefferson County, TX	Real Property	104-42-0394 9231244	09/08/92
San Jacinto County, TX	Official Public	154/145 No. 3978	09/09/92
Stonewall County, TX	Deed of Trust	76/180 No. 1147	09/08/92
Tyler County, TX	Official Public	532/338 No. 92-3706	09/08/92
Wheeler County, TX	Deed	97/708	09/08/92
Willacy County, TX	Official	021/98 No. 259763	09/09/92
Winkler County, TX	Official Public	131/185 No. B48731	09/08/92
Wood County, TX	Real Property	1299/767 No. 024414	09/08/92
Duchesne County, UT	Official	A216/140 No. 289904	09/10/92

County	Records	Book & Page	Recording Date
San Juan County, UT	Official	726/199 No. 1J003356	09/10/92
Uintah County, UT	Official	534/709 No. 92004942	09/18/92
State Mineral Board, Louisiana	N/A	mailed 3/24/93; rejected 3/26/93 because Forcenergy does not have title to lease Nos. 13205 and 1764.	
Commissioner of Public Lands, New Mexico	Lease Nos. VB-0423, LG-3728, L-2662, LG-2051, V-904, LG-3728, L-5464, LG-2412	Book 3, No. 2627	filed 3/26/93
University Lands Office, Austin, TX	Lease Nos. 61480, 61501, 62250, 62253, 64987 and 67248	Official Records	filed 3/31/93
Utah Division of State Lands and Forestry		N/A	filed 4/19/93
Minerals Management Service, New Orleans	OCS-G 3313, 3486, 5218, 6618, 2893, 2939, 2869, 3398, 3148, 2640, 4501, 2636, 2637, 3136, 3137	N/A	filed 3/26/93
Bureau of Land Management, New Mexico	NM-65408, NM-59386	Official Records	filed 3/25/93
Bureau of Land Management, Utah	U-0141457, U-0115614-A, U-0115615, IU-57469, U-49678 and U-20544	N/A	filed 3/25/93
Bureau of Indian Affairs	Ute Indian Tribe Leases	BIA ROW File H62-83-81	filed 5/12/93

as amended by First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated December 30, 1992, between Forcenergy Partners, L.P., et al, and Internationale Nederlanden Bank, N.V., as Agent, recorded as follows:

County	Records	Book & Page	Recording Date

Recording Jurisdiction	Recording Data
Harrison County, MS First Judicial District	Book 1452, Page 131, Records of Mortgages and Deeds of Trust on Land, filed 1/26/93
Harrison County, MS Second Judicial District	Book 352, Page 308, Mortgage Records, filed 1/25/93
Jackson County, MS	Book 1, Page 366, O.G.M. Offshore Records, filed 1/25/93
Chambers County, TX	No. 93 197 152, Official Records, filed 1/19/93
Galveston County, TX	No. 008-68-0278, No. 9303149, filed 1/22/93
Jefferson County, TX	No. 104-63-0608, No. 9302615, filed 1/25/93
Minerals Management Service, New Orleans	filed 1/14/93

6.1 Financing Statement relating to 9/2/92 mortgage.

7.0 Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated December 14, 1992, from Forcenergy Partners, L.P., et al, to First American Title Company of Utah, Trustee, and Internationale Nederlanden Bank, N.V., as Agent, recorded as follows:

Jurisdiction	Book/Page	Date
Kiowa County, CO	Bk. 405, Pg. 689	12/28/92
Mesa County, CO	Bk. 1947, Pg. 427	12/28/92
Prowers County, CO	Rec. No. 459874	12/28/92

[redacted] [redacted] [redacted]

Jurisdiction	Book/Page	Date
Rio Blanco County, CO	Bk. 501, Pg. 451, Rec. No. 247721	1/15/93
Dawson County, MT	Bk. B-136, Pg. 331	12/28/92
Fallon County, MT	Bk. 56, Pg. 207	12/28/92
Liberty County, MT	Bk. 17, Pg. 396	12/28/92
Musselshell County, MT	Bk. 341, Pg. 27	12/28/92
Richland County, MT	Bk. B139, Pg. 718	12/28/92
Rosebud County, MT	Bk. 80, Pg. 168	12/23/92
Sheridan County, MT	Bk. 570, Pg. 1113	12/28/92
Toole County, MT	Bk. 64, Pg. 478	12/28/92
Rio Arriba County, NM	Bk. 170, Pg. 640	01/04/93
Sandoval County, NM	Folio 527-588	12/31/92
San Juan County, NM	Bk. 1157, Pg. 42	12/31/92
Carbon County, UT	Bk. 323, Pg. 431, Entry No. 37578	12/31/92
Grand County, UT	Bk. 447, Pg. 577	12/31/92
Summit County, UT	Book 705, Page 125	1/20/93

Jurisdiction	Book/Page	Date
Uintah County, UT	Bk. 540, Pg. 201. Entry No. 92-00679	12/28/92
Campbell County, WY	Bk. 1221, Pg. 387	12/29/92
Carbon County, WY	Bk. 891, Pg. 825	1/20/93
Converse County, WY	Bk. 1026, Pg. 620. Doc. # 774021	12/28/92
Johnson County, WY	Bk. 253, Pg. 608	12/22/92
Lincoln County, WY	Bk. 322PR Pg. 177	12/28/92
Natrona County, WY	Instr. No. 517783	12/22/92
Niobrara County, WY	Bk. 376, Pg. 402	12/31/92
Sublette County, WY	Bk. 91 O&G. Pg. 273	12/28/92
Sweetwater County, WY	Bk. 833, Pg. 550	12/28/92
Uinta County, WY	Bk. 608, Pg. 286	12/31/92
Colorado Bureau of Land Management	N/A	rejected- 3/15/93 --This office will not accept deeds of trust for filing
Montana Bureau of Land Management	N/A	filed 3/15/93
State of Montana	N/A	mailed 3/11/93

Jurisdiction	Book/Page	Date
New Mexico Bureau of Land Management	N/A	filed 3/16/93
New Mexico Commissioner of Public Lands	Book 3, Inst. No. 2615	filed 3/15/93
Bureau of Indian Affairs (Jicarilla Apache Agency)	N/A	rejected 3/26/93 --Forcenergy's request for change of operator not approved
Utah Bureau of Land Management	N/A	filed 3/12/93
Utah Division of State Lands and Forestry	N/A	filed 4/19/93
Bureau of Indian Affairs (Uintah and Ouray Agency)	N/A	mailed 3/10/93
Wyoming Bureau of Land Management	N/A	filed 3/12/93
Wyoming Commissioner of Public Lands	73-39149, 66-17113, 77-0065, 78-1110, 72-19311, 77-0066, 77-0068, 77-0065, 78-0522	filed 6/9/93

7.1 Financing Statement relating to 12/14/92 Mortgage

8.0 UCC-3 Amendments

9.0 Assignment of Notes, Liens and Security Interests dated September 15, 1993 from, inter alia, Internationale Nederlanden Bank N.V. to Internationale Nederlanden (U.S.) Captial Corporation, recorded as follows:

Jurisdiction	Recording Data
Colorado Bureau of Land Management (Lease Nos. COC23102, COC23102A, COC25624, COC31326, COC31327, COC31328, COC0123458A)	rejected 9/28/93 as this office does not accept lien documents for filing

Kiowa County, CO	Book 408, Page 815, filed 9/27/93
Larimer County, CO	Reception No. 93070101, filed 9/27/93
Mesa County, CO	Book 2010, Page 450, filed 9/29/93
Prowers County, CO	Reception No. 462631, filed 9/29/93
Rio Blanco County, CO	Book 506, Page 396, No. 249833, filed 9/27/93
Minerals Management Service, New Orleans	filed 9/93 by Gordon, Arata firm
Assumption Parish, LA	Book 285A, Conv./Mineral Records, Book 202, Mtg. Records, Entry No. 170753, filed 9/21/93
Calcasieu Parish, LA	Book 2380, Page 679, Conveyance Records, Book 1682, Page 112, Mortgage Records, filed 9/22/93
Cameron Parish, LA	Book 777, No. 232922, Conveyance Records, Book 195, No. 232922, Mortgage Records, filed 9/20/93
Iberia Parish, LA	Book 1061, Conveyance Records, Book 629, Mortgage Records, No. 93-6877, filed 9/20/93
Plaquemines Parish, LA	COB 817, Folio 217, MOB 228, Folio 862, filed 9/29/93
St. Bernard Parish, LA	COB 547, Folio 580, MOB 700, Folio 252, Mineral Lease Book 91, Folio 28, filed 9/20/93
St. Mary Parish, LA	Book 36-J, Folio 60, No. 242,996, Conveyance Records, Book 673, Folio 245, No. 205,413, Mortgage Records, filed 9/20/93
Terrebonne Parish, LA	Conv. Book 1384, Mortgage Book 950, Entry No. 923720, filed 9/22/93
Vermilion Parish, LA	No. 9308600, filed 9/20/93, Mortgage and Conveyance Records

Harrison County, MS (First Judicial District)	Book 1499, Page 360, filed 9/22/93
Harrison County, MS (Second Judicial District)	Book 372, Page 376, No. 93-4658, Mortgages and Deeds of Trust on Land Records, filed 9/22/93
Jackson County, MS	Book 2, Page 432, OG&M Offshore Records filed 9/22/93
Montana Bureau of Land Management (Lease No. MTM-070473)	filed 9/28/93
State of Montana (Lease Nos. 8144-65 and 13,412-72)	filed 10/13/93
Dawson County, MT	Book E-84, Page 450, Misc. Records, filed 9/27/93
Fallon County, MT	Book 5, Page 311, Records of Assignment of Mortgages, filed 9/27/93
Liberty County, MT	Document No. 114033, Assignment of Mortgages Book 3, Page 120, filed 9/27/93
Musselshell County, MT	Book 327, Page 623, filed 9/23/93
Richland County, MT	Book D13, Page 481, Assignment Records, filed 9/22/93
Rosebud County, MT	Book 81, Page 628, Mortgages, filed 9/22/93
Sheridan County, MT	Film 572, Ex. 1229, filed 9/27/93
Toole County, MT	Book 7, Page 676, Assignment of Mortgages, filed 9/27/93
Hitchcock County, NE	Book 76, Page 326, Mtg. Records, filed 9/27/93

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Bureau of Land Management, NM (Lease Nos. NM-36474, 36473, 0101125-A, 0560223, 0559974, 41650, 31059, 12233, 9787, 8409, 67698, SF-081230, 080804, 078915, 078914, 078913, 078912, 078907, 078911, 078910, 078909, 078908, 078907)	filed 12/2/93
Commissioner of Public Lands, NM (Lease Nos. VB-0423, LG-3728, L-2662, LG-2051, V-904, L-5464, LH-2412, E-1214, V-100-2)	Book 3, filed 10/15/93, Misc. Inst. No. 2849
Eddy County, NM	Book 167, Page 1147, No. 9310913, filed 9/22/93
Lea County, NM	Mtg. Book 601, Page 248, filed 9/22/93
Rio Arriba County, NM	Book 176, Page 614, filed 9/27/93
Sandoval County, NM	Vol. MM261, Folio 980, filed 9/27/93
San Juan County, NM	Book 1169, Page 877, filed 9/27/93
University Lands Office, TX (Lease Nos. 61480, 61501, 62250, 62253, 64987, 67248, Winkler County, TX)	filed 2/24/94
Angelina County, TX	Vol. 935, Page 29, filed 9/22/93
Brazoria County, TX	No. 93-033963, Official Records, filed 9/22/93
Chambers County, TX	No. 93 218 276, Official Public Records, filed 9/24/93
Galveston County, TX	No. 9340469, No. 009-20-2003, filed 9/24/93
Goliad County, TX	Vol. 12, Page 616, Official Records, filed 9/22/93
Hardin County, TX	Vol. 992, Page 162, filed 9/22/93

Harrison County, TX	Vol. 539, Page 367, File No. 8715-C, filed 9/23/93
Hidalgo County, TX	Doc. No. 347257 filed 10/7/93
Jefferson County, TX	No. 9333279, No. 105 06 0724, filed 9/24/93
San Jacinto County, TX	Vol. 176, Page 447, filed 9/22/93
Stonewall County, TX	Vol. 378, Page 198, Deed Records, filed 9/22/93
Tyler County, TX	Vol. 552, Page 317, filed 9/23/93
Wheeler County, TX	Vol. 415, Page 844, Deed Records, filed 9/22/93
Willacy County, TX	Vol. 27, Page 225, Official Records, filed 9/24/93
Winkler County, TX	Vol. 134, Page 325, Official Public Records, filed 9/22/93
Wood County, TX	Vol. 1354, Page 770, filed 9/27/93
Utah Bureau of Land Management (Lease Nos. UTU 30291-A, 48267, 0149773, 0149777 and 47812)	rejected 9/29/93 as this office does not accept lien documents for filing
Utah Division of State Lands and Forestry (Lease Nos. SLA 127, 128, 130, 131, 132, 135, 138, 139, 140, 142, 144, 145, 146, 148, 150, 151, 152, 168, 170, 171, 173, 174, 175, 180, 181, 182, 183, 187, 188 and ML 13883, 14014, 14032, 14033, 21220, 24231, 24313, 27506-B, 27635, 27719-B, 27908, 27908-B, 27912, 27913, 30597, 30601, 30602, 36213, ROW 2351)	filed 10/25/93
Carbon County, UT	Book 336, Page 228, Entry No. 41941,

	filed 11/3/93
Duchesne County, UT	Entry No. 296865, Book MR259, Page 1, filed 10/7/93
Grand County, UT	Book 456, Page 284, No. 429442, filed 10/6/93
San Juan County, UT	Book 732, Page 712, Entry No. 1J005610, filed 10/6/93
Summit County, UT	No. 00387693, Book 753, Page 346, filed 9/23/93
Uintah County, UT	Entry No. 93005832, Book 558, Page 568, filed 10/6/93
Barbour County, WV	Book 5, Page 381, Assignment Records, filed 10/5/93
Wyoming Bureau of Land Management (Lease Nos. WYW-100386, 0319344-A, 52661, 80741, 105127, 62058, 61473, 64995, 39779, 69145, 76330, 82738, 82739, 83558, 84917, 84939, 86735, 89860, 56242, 0309257, 60402, 60830, 63529, 62643, 72455, 83580, 89850, 7884, 39778-B, 43798-A, 41330, 19447, 13152, 27878, 19800, 40809, 42101, 13152, 52661, 39577, 6542, 7884, 30762, 32847, 34690, 43687, 47681, 51882, 30097, 30098-A, 8773, 5064, 27878, 41785, 20792, 21320, 22201, 25325, 41330, 49124, 5169, 39779, 53240, 89850, 89856, 100384, 0275187, 0309257, 87274, 0255886, 71748, 71742, 69145, 64882, 0320797, 58384, 54914, 54913, 24161, 30098, 19447, 49124, 64819)	rejected 9/28/93 as this office does not accept lien documents for filing
Wyoming Commissioner of Public Lands (Lease Nos. 75-0380, 73-39149, 66-17113, 77-0065, 78-1110, 72-19311, 77-0066, 77-0068, 78-0522 and Lease dated 6/22/88, covering NE/4 NE/4 NE/4 § 36, T46N, R77W, Johnson County, WY and Lease dated 9/11/82 covering NE/4 SW/4 and SE/4 § 36, T35N, R88W, Natrona County, WY)	filed 5/12/94

Campbell County, WY	Book 1259, Page 611, Photos, filed 9/29/93
Carbon County, WY	Book 899, Page 924, filed 9/30/93
Converse County, WY	No. 783508, Mtge. Book 1044, Page 101, filed 9/24/93
Johnson County, WY	Book 256, Page 603, Mining Records, filed 9/29/93
Lincoln County, WY	No. 772294, Book 336PR, Page 387, filed 9/30/93
Natrona County, WY	No. 531186, filed 9/24/93
Niobrara County, WY	Book 378, Page 567, filed 9/28/93
Sublette County, WY	Book 93, Page 555, Oil & Gas Records, filed 10/4/93
Sweetwater County, WY	Book 841, Page 1517, No. 1146799, filed 9/30/93
Uinta County, WY	Book 620, Page 186, No. R61377, filed 9/24/93
Bureau of Indian Affairs (Uintah and Ouray Agency)	filed 6/22/94 as to Lease Nos. 14-20-H62-1791, 1792, 1793, 1794, 1798, 1812, 1831, 1832, 1838, 1855, 1856, 1862, 1871, 2058, 2059, 2060, 2061, 2062, 2063, 2729, 2744, 2753, 2764, 2765)
Jicarilla Apache Agency	rejected 1/21/94 by BIA

9.1. UCC-3 Assignment of Financing Statements

Jurisdiction	Original Recording Data	UCC-3 Assignment Filing Data
Secretary of State, CO	932005298 1/20/93	932070569 9/24/93

	912058360 8/6/91	932070568 9/24/93
Kiowa County, CO	No. 10717, filed 7/30/91	Book 408, Page 833, No. 11351, filed 9/27/93
	Book 405, Page 653, filed 12/28/92	Book 408, Page 836, filed 9/27/93
Larimer County, CO	91035050 7/30/91	93070102 9/27/93
Mesa County, CO	Book 1947, Page 504, 12/28/92	Book 2010, Page 468, 9/29/93
Prowers County, CO	459875 12/28/92	462632 9/29/93
Rio Blanco County, CO	Book 501, Page 510, No. 247722, 1/15/93	Book 506, Page 414, No. 249834, filed 9/27/93
Secretary of State, FL	930000016637 1/7/93	930000199486 9/27/93
	910000180548 8/19/91	930000199489 9/27/93
	92187816 9/15/92	930000199490 9/27/93
Dade County, FL	93R0926691, Book 15822, Page 819 2/23/93	93R479722 Book 16070, Page 5207, 9/29/93
	Book 15744, Page 873 1/7/93	93R479724 Book 16070, Page 5213, 9/29/93
	91R278403, Book 15144, Page 874 8/9/91	93R479725 Book 16070, Page 5217, 9/29/93
	92R375979, Book 15674, Page 1786 10/9/92	93R479726 Book 16070, Page 5221, 9/29/93

Jefferson Parish, LA	26-169179 8/2/91	26-185577 9/22/93
	26-172328 1/13/92	26-185578 9/22/93
	26-172329 1/13/92	26-185579 9/22/93
	26-177391 9/14/92	26-185580 9/22/93
Secretary of State, MS	0658087 9/10/92	0745471 9/28/93
Harrison County, MS (First Judicial District)	10,204 Book 1428, Pg. 294, 9/15/92	Book 1499, Pg. 378, filed 9/22/93
	91-4413 7/30/91	Book 1499, Pg. 381, filed 9/22/93
Harrison County, MS (Second Judicial District)	92-3086 9/16/92 91-2315 7/30/91	93-2541 9/22/93 93-2542 9/22/93
Jackson County, MS	No. 866, Book 1, Page 175, filed 9/15/92	Book 2, Page 450, OG&M Offshore Records, filed 9/22/93
	66794, 7/30/91	filed 9/22/93
Secretary of State, MT	396896 12/31/92	396896 9/24/93
Dawson County, MT	17233	9/27/93
Fallon County, MT	62651 12/28/92	63839 9/27/93
Liberty County, MT	5112 12/28/92	5112 9/27/93
Musselshell County, MT	6620 12/28/92	Book 327, Page 641, filed 9/23/93
Richland County, MT	21112 No. 464287, 12/28/92	No. 468302, filed 9/22/93

Rosebud County, MT	Book 80, Page 236, 12/23/92	Book 81, Page 646, Mortgage Records, filed 9/22/93
Sheridan County, MT	11487 12/28/92	9/27/93
Toole County, MT	327911 12/28/92	330050 9/27/93
Secretary of State, NE	524697 8/1/91	599008 9/24/93
Hitchcock County, NE	No. 835-18 7/31/91	Book 67, Page 429, Mtg. Records, filed 9/27/93
Secretary of State, NM	920911015 9/11/92	9/24/93
	930104021 1/4/93	9/24/93
Eddy County, NM	548 9/10/92	93-01038 9/22/93
Lea County, NM	1124 9/10/92	9/22/93
Secretary of State, TX	178412 9/9/92	9/22/93
Secretary of State, UT	335450 9/10/92	3267030067 9/24/93
	3472429 1/6/93	3267030067 9/24/93
Carbon County, UT	37579 Book 323, Page 489, 12/31/92	41942 Book 336, Page 247, 11/3/93
Grand County, UT	Book 447, Page 544, filed 12/31/92	Entry No. 429443, Book 456, Page 305, filed 10/6/93
San Juan County, UT	1J003357, Book 726, Page 241, filed 9/10/92	No. 1J005611, Book 732, Page 732, filed 10/6/93

Summit County, UT	Book 705, Page 93, filed 1/20/93	Book 753, Page 367, filed 9/23/93
Uintah County, UT	No. 92004943, Book 534, Page 760, 9/8/92	No. 93005833, Book 558, Page 600, filed 10/6/93
	No. 92006768, Book 540, Page 169, 12/28/92	No. 93005834, Book 558, Page 617, filed 10/6/93
Secretary of State, WV	361379 8/20/92	9/24/93
	361380 8/20/92	9/24/93
	361377 8/20/92	9/24/93
	361378 8/20/92	9/24/93
Barbour County, WV	35322 8/21/92	35959 10/5/93
	35321 8/21/92	35958 10/5/93
	35323 8/21/92	35960 10/5/93
	35324 8/21/92	35961 10/5/93
Secretary of State, WY	92365131B07 12/30/92	93267151D08 9/24/93
Campbell County, WY	U171361 12/28/92	A612248, 9/29/93
Carbon County, WY	No. U58102, Book 891, filed 1/20/93	Book 899, Page 943, filed 9/30/93
Converse County, WY	774022 12/28/92	783509 9/24/93
Johnson County, WY	38268 12/22/92	38268 9/29/93

Lincoln County, WY	U-87278 12/28/92	U-89288 9/30/93
Natrona County, WY	517784 9/24/93	No. 531187, 9/24/93
Niobrara County, WY	346839 12/31/92	349190 9/28/93
Sublette County, WY	Book 91 O&G, Page 331 12/28/92	Book 93 O&G, Page 573, 10/4/93
Sweetwater County, WY	U0197818, 12/28/92	1146800 9/30/93
Uinta County, WY	Book 608, Page 346, 12/31/92	Book 620, Page 209, No. R61378, 9/24/93

10.0. Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated September 15, 1993, executed by Forcenergy Gas Exploration, Inc., recorded as follows:

Jurisdiction	Recording Data
Colorado Bureau of Land Management (Lease Nos. COC23102, COC23102A, COC25624, COC31326, COC31327, COC31328, COC0123458A)	rejected 9/28/93 as this office does not accept lien documents for filing
Kiowa County, CO	Book 408, Page 839, filed 9/27/93
Larimer County, CO	Reception No. 93070103 filed 9/27/93
Mesa County, CO	Book 2010, Page 471, filed 9/29/93
Prowers County, CO	Reception No. 462633 filed 9/29/93
Rio Blanco County, CO	Book 506, Page 417, No. 249835, filed 9/27/93
Minerals Management Service, New Orleans	filed 9/93 by Gordon, Arata firm
Minerals Management Service, New Orleans (Lease Nos. OCS-G 2161, 3182, 10538, 1441) (relates to Ashlawn acquisition)	filed 12/14/94

State Mineral Board, Louisiana	filed November 10, 1993, as to State Lease 1764; (State Lease No. 13205 has been cancelled); Recorded in Terrebonne Parish under Conveyance Book 1395, Mortgage Book 960, Entry No. 927983, filed 12/9/93
Assumption Parish, LA	Book 285A, Conveyance/Mineral Records, Entry No. 170754, Book 202, Mtg. Records, filed 9/21/93
Calcasieu Parish, LA	File No. 2184016, Book 2380, Page 697, Conveyance Records, Book 1682, Page 130, Mortgage Records, filed 9/23/93
Cameron Parish, LA	Book 777, Conveyance Records, Book 195, Mortgage Records, No. 232923, filed 9/20/93
Iberia Parish, LA	Book 1061, Conveyance Records, Book 629, Mortgage Records, No. 93-6878, filed 9/20/93
Jefferson Parish, LA	Conv. Book 2907, Folio 655, Mtg. Book 3677, Folio 14, filed 11/23/94
Lafourche Parish, LA	Mtg. Book 680, Folio 58, Conv. Book 1224, Folio 595, Entry No. 773751, filed 11/4/94
Plaquemines Parish, LA	COB 817, Folio 235, MOB 228, Folio 880, filed 9/29/93
St. Bernard Parish, LA	COB 548, Folio 01, MOB 700, Folio 270, Mineral Lease Book 91, Folio 29, filed 9/20/93
St. Mary Parish, LA	Book 36-J, Folio 78, No. 242,997, Conveyance Records; Book 673, Folio 233, No. 205,414, Mortgage Records, filed 9/20/93
Terrebonne Parish, LA	Entry No. 923721, Conv. Book 1384, Mtg. Book 950, filed 9/22/93

Vermilion Parish, LA	No. 9308601, Mortgage and Conveyance Records, filed 9/20/93
Hancock County, MS	Book 397, Page 19, Mortgages and Deeds of Trust on Land, filed 10/5/93
Harrison County, MS (First Judicial District)	Book 1499, Page 384, filed 9/22/93
Harrison County, MS (Second Judicial District)	Book 372, Page 394, No. 93-4663, Mortgage Records, filed 9/22/93
Jackson County, MS	Book 2, Page 453, OG&M Offshore Records, filed 9/22/93
Montana Bureau of Land Management (Lease No. MTM-070473)	filed 9/28/93
State of Montana (Lease Nos. 8144-65 and 13,412-72)	filed 10/13/93
Dawson County, MT	Book B-137, Page 497, Mortgages, filed 9/27/93
Fallon County, MT	Book 57, Page 131, Mtg. Records, filed 9/27/93
Liberty County, MT	Document No. 114034, Mtg. Book 18, Page 3, filed 9/27/93
Musselshell County, MT	Book 341, Page 817, filed 9/23/93
Richland County, MT	Book B142, Page 259, Mortgage Records, filed 9/22/93
Rosebud County, MT	Book 81, Page 649, filed 9/22/93
Sheridan County, MT	Film 572, Ex. 1247, filed 9/27/93

Toole County, MT	Book 64, Page 615, Mortgage Records, filed 9/27/93
Hitchcock County, NE	Book 67, Page 439, Mortgage Records, filed 9/27/93
Bureau of Land Management, NM (Lease Nos. NM-36474, 36473, 0101125-A, 0560223, 0559974, 41650, 31059, 12233, 9787, 8409, 67698, SF-081230, 080804, 078915, 078914, 078913, 078912, 078907, 078911, 078910, 078909, 078908, 078907)	filed 12/2/93
Commissioner of Public Lands, NM (Lease Nos. VB-0423, LG-3728, L-2662, LG-2051, V-904, L-5464, LH-2412, E-1214, V-100-2)	Book 3, filed 10/15/93, Misc. Inst. No. 2850
Eddy County, NM	Book 167, Page 1165, No. 9310914, filed 9/22/93
Lea County, NM	Mtg. Book 601, Page 267, filed 9/22/93
Rio Arriba County, NM	Book 176, Page 632, filed 9/27/93
Sandoval County, NM	Vol. MM262, Folio 1, filed 9/27/93
San Juan County, NM	Book 1169, Page 878, filed 9/27/93
University Lands Office, TX (Lease Nos. 61480, 61501, 62250, 62253, 64987, 67248, Winkler County, TX)	filed 2/24/94
Angelina County, TX	Vol. 935, Page 48, filed 9/22/93
Brazoria County, TX	No. 93-033964, Official Records, filed 9/22/93
Chambers County, TX	No. 93 218 294, filed 9/24/93
Galveston County, TX	No. 9340470, No. 009-20-2022, filed 9/24/93

Goliad County, TX	Vol. 12, Page 634, Official Records, filed 9/24/93
Hardin County, TX	Vol. 992, Page 180, filed 9/23/93
Harrison County, TX	Vol. 539, Page 385, File No. 8716-F, filed 9/23/93
Hidalgo County, TX	Doc. No. 347258, filed 10/7/93
Jefferson County, TX	No. 9333280, No. 105-06-0743, filed 9/24/93
San Jacinto County, TX	Vol. 176, Page 465, filed 9/22/93
Stonewall County, TX	Vol. 77, Page 675, Deed of Trust Records, filed 9/22/93
Tyler County, TX	Vol. 552, Page 336, filed 9/23/93
Wheeler County, TX	Vol. 99, Page 314, Deed of Trust Records, filed 9/22/93
Willacy County, TX	Vol. 27, Page 244, Official Records, filed 9/22/93
Winkler County, TX	Vol. 134, Page 343, Official Public Records, filed 9/22/93
Wood County, TX	Vol. 1354, Page 788, Real Property Records, filed 9/27/93
Utah Bureau of Land Management (Lease Nos. UTU 30291-A, 48267, 0149773, 0149777 and 47812)	rejected 9/29/93 as this office does not accept lien documents for filing

Utah Division of State Lands and Forestry (Lease Nos. SLA 127, 128, 130, 131, 132, 135, 138, 139, 140, 142, 144, 145, 146, 148, 150, 151, 152, 168, 170, 171, 173, 174, 175, 180, 181, 182, 183, 187, 188 and ML 13883, 14014, 14032, 14033, 21220, 24231, 24313, 27506-B, 27635, 27719-B, 27908, 27908-B, 27912, 27913, 30597, 30601, 30602, 36213, ROW 2351)	filed 11/8/93
Carbon County, UT	Book 336, Page 251, Entry No. 41943, filed 11/3/93
Duchesne County, UT	Entry No. 296866, Book MR259, Page 151, filed 10/7/93 Book MR259, Page 151
Grand County, UT	No. 429444, Book 456, Page 310, filed 10/6/93
San Juan County, UT	Entry No. 1J005612, Book 732, Page 737, filed 10/6/93
Summit County, UT	No. 387695, Book 753, Page 370, filed 9/23/93
Uintah County, UT	Entry No. 93005835 Book 558, Page 634, filed 10/6/93
Barbour County, WV	Book 183, Page 426, filed 10/5/93

Wyoming Bureau of Land Management (Lease Nos. WYW-100386, 0319344-A, 52661, 80741, 105127, 62058, 61473, 64995, 39779, 69145, 76330, 82738, 82739, 83558, 84917, 84939, 86735, 89860, 56242, 0309257, 60402, 60830, 63529, 62643, 72455, 83580, 89850, 7884, 39778-B, 43798-A, 41330, 19447, 13152, 27878, 19800, 40809, 42101, 13152, 52661, 39577, 6542, 7884, 30762, 32847, 34690, 43687, 47681, 51882, 30097, 30098-A, 8773, 5064, 27878, 41785, 20792, 21320, 22201, 25325, 41330, 49124, 5169, 39779, 53240, 89850, 89856, 100384, 0275187, 0309257, 87274, 0255886, 71748, 71742, 69145, 64882, 0320797, 58384, 54914, 54913, 24161, 30098, 19447, 49124, 64819)	rejected 9/28/93 as this office does not accept mortgages for filing
Wyoming Commissioner of Public Lands (Lease Nos. 75-0380, 73-39149, 66-17113, 77-0065, 78-1110, 72-19311, 77-0066, 77-0068, 78-0522 and Lease dated 6/22/88, covering NE/4 NE/4 NE/4 § 36, T46N, R77W, Johnson County, WY and Lease dated 9/11/82 covering NE/4 SW/4 and SE/4 § 36, T35N, R88W, Natrona County, WY)	mailed 10/6/93
Campbell County, WY	Book 1260, Page 1, Photos, filed 9/29//93
Carbon County, WY	Book 899, Page 947, filed 9/30/93
Converse County, WY	No. 783510, Mtge. Book 1044, Page 128, filed 9/24/93
Johnson County, WY	Book 256, Page 635, filed 9/29/93
Lincoln County, WY	No. 772296, Book 336PR, Page 410, filed 9/30/93
Natrona County, WY	No. 531188 filed 9/24/93
Niobrara County, WY	Book 378, Page 587, filed 9/28/93

Sublette County, WY	Book 93 O&G, Page 578, filed 10/4/93
Sweetwater County, WY	Book 841, Page 1543, No. 1146801, filed 9/30/93
Uinta County, WY	Book 620, Page 212, No. R61379, filed 9/24/93
Bureau of Indian Affairs (Uintah and Ouray Agency)	filed 6/22/94 as to Lease Nos. 14-20-H62-1791, 1792, 1793, 1794, 1798, 1812, 1831, 1832, 1838, 1855, 1856, 1862, 1871, 2058, 2059, 2060, 2061, 2062, 2063, 2729, 2744, 2753, 2764, 2765)
Jicarilla Apache Agency	rejected 1/21/94 by BIA

10.1. UCC-1 Financing Statement showing Forcenergy Gas Exploration, Inc., as debtor, relating to the 9/15/93 mortgage), recorded as follows:

Jurisdiction	Filing Data
Secretary of State, CO	932070570, filed 9/24/93
Kiowa County, CO	Book 408, Page 910, filed 9/27/93
Larimer County, CO	Reception No. 93070104 filed 9/27/93
Mesa County, CO	Book 2010, Page 547, filed 9/29/93
Prowers County, CO	Reception No. 462634 filed 9/29/93
Rio Blanco County, CO	Book 506, Page 475, No. 249836, filed 9/27/93
Secretary of State, FL	930000199492 9/23/93
Dade County, FL	93R479727 Book 16072, Page 1 9/29/93
Jefferson Parish, LA	No. 26-185582 filed 9/22/93

Secretary of State, MS	No. 0745473, filed 9/28/93
Hancock County, MS	Book 397, Page 1; and Book 397, Page 14, Mortgages and Deeds of Trust on Land, filed 10/5/93
Harrison County, MS (First Judicial District)	Book 1499, Page 442, filed 9/22/93
Harrison County, MS (Second Judicial District)	No. 93-2543, filed 9/22/93
Jackson County, MS	Book 2, Page 511, OG&M Offshore Records, filed 9/22/93
Secretary of State, MT	No. 415671, filed 10/4/93
Dawson County, MT	No. 17280, filed 9/27/93
Fallon County, MT	No. 63841, filed 9/27/93
Liberty County, MT	No. 5129, filed 9/27/93
Musselshell County, MT	Book 341, Page 878, filed 9/23/93
Richland County, MT	UCC No. 21216, filed 9/22/93
Rosebud County, MT	UCC No. 17933; Book 81, Page 719, Mortgage Records, filed 9/22/93
Sheridan County, MT	No. 11522, filed 9/27/93
Toole County, MT	No. 330052, filed 9/27/93
Secretary of State, NE	No. 599009, filed 9/24/93

Hitchcock County, NE	Book 67, Page 492, Mtg. Records, filed 9/27/93
Secretary of State, NM	No. 930924002, filed 9/24/93
Secretary of State, TX	183115 9/22/93
Secretary of State, UT	No. 373532 9/24/93
Carbon County, UT	Book 336, Page 309, Entry No. 41944, filed 11/3/93
Duchesne County, UT	not filed at the request of Phil Lear (Utah counsel)
Grand County, UT	No. 429445, Book 456, Page 370, filed 10/6/93
San Juan County, UT	Entry No. 1J005613, Book 732, Page 798, filed 10/6/93
Summit County, UT	No. 387696, Book 753, Page 432, filed 9/23/93
Uintah County, UT	Entry No. 93005836, Book 558, Page 705, filed 10/6/93
Secretary of State, WV	No. 385677, filed 9/24/93
Barbour County, WV	No. 35957, filed 10/5/93
Secretary of State, WY	9326715 1D09 filed 9/24/93
Campbell County, WY	Book 1260, Page 123, Photos, filed 9/29/93
Carbon County, WY	Book 899, Page 1009, filed 9/30/93

Converse County, WY	No. 783511 filed 9/24/93
Johnson County, WY	Book 256, Page 702, filed 9/29/93
Lincoln County, WY	No. 772297, Book 336PR, Page 476, filed 9/30/93
Natrona County, WY	No. 531189, filed 9/24/93
Niobrara County, WY	No. 349192, filed 9/28/93
Sublette County, WY	Book 93 O & G, Page 641, filed 10/4/93
Sweetwater County, WY	No. U203954, filed 9/30/93
Uinta County, WY	Book 620, Page 278, No. R61380, filed 9/24/93

10.2 First Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated March 15, 1994. (GLG Acquisition--supplements 9/15/93 mortgage)

Recording Jurisdiction	Recording Data
Iberia Parish, LA	Conv. Book 72, Mtg. Book A639, Entry No. 94-2930, filed 4/25/94
Jefferson Parish, LA	Conv. Book 2907, Folio 657, Mtg. Book 3677, Folio 17, filed 11/23/94
Lafourche Parish, LA	Mtg. Book 680, Folio 116, Conv. Book 1224, Folio 653, Entry No. 773752, filed 11/4/94
St. Bernard Parish, LA	No. 303882, MLB 95, Folio 50; COB 569, Folio 89; MOB 737, Folio 605, filed 8/5/94
St. Mary Parish, LA	Conv. Book 36-X, Entry No. 245,002; Mtg. Book 685, Entry No. 208,012, filed 4/25/94

Terrebonne Parish, LA	Conv. Book 1414, Mtg. Book 975, Entry No. 935837, filed 4/26/94
Vermilion Parish, LA	No. 9403967, Mtg. and Conv. Records, filed 4/25/94
Minerals Management Service (Lease Nos. OCS G-0829, 1182, 4493 and 4494)	filed 8/8/94
Minerals Management Service, New Orleans (Lease Nos. OCS-G 2161, 3182, 10538, 1441) (relates to Ashlawn acquisition)	filed 12/14/94
Harrison County, MS (First Judicial District)	Book 1566, Page 529, Records of Mortgages and Deeds of Trust on Land, filed 8/12/94
Harrison County, MS (Second Judicial District)	Book 402, Page 420, Mortgages and Deeds of Trust on Land, filed 8/5/94
Jackson County, MS	Book 5, Page 48, OGM Offshore records, filed 8/5/94

10.3 Second Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated April 13, 1994 (Bula Acquisition--supplements 9/15/93 mortgage)

Recording Jurisdiction	Recording Data
Minerals Management Service (Lease Nos. OCS G-4493 and 4494)	filed 9/9/94
St. Bernard Parish, LA	COB 570, Folio 323, MOB 739, Folio 327, ML Book 95, Folio 82, filed 8/29/94
Harrison County, MS (First Judicial District)	Book 1572, Page 138, Mortgage Records, filed 9/12/94
Harrison County, MS (Second Judicial District)	Book 404, Page 177, Mortgages and Deeds of Trust on Land, filed 8/26/94
Jackson County, MS	OG&M Offshore Book 5,

Page 117,
filed 9/8/94

10.4 Financing Statements covering the GLG and Bula properties

Filing Jurisdiction	Filing Data
Secretary of State of Florida (combined filing--GLG and Bula Properties)	No. 940000111693, filed 6/1/94
Dade County, FL (combined filing--GLG and Bula Properties)	Off. Rec. 16383, Page 0490, No. 94R266172, filed 6/1/94
Terrebonne Parish, LA (combined filing--GLG and Bula Properties)	No. 55 938583, filed 6/9/94
Harrison County, MS--First Judicial District (Bula Properties only)	No. 94-3393, filed 8/12/94
Harrison County, MS--Second Judicial District (Bula Properties only)	No. 94-2166, filed 5/5/94
Secretary of State of Mississippi	No. 805120, filed 6/2/94

10.5 Third Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated October 31, 1994 (Ashlawn Acquisition--supplements 9/15/93 mortgage)

Recording Jurisdiction	Recording Data
Minerals Management Service (Lease Nos. OCS G-2161, 3182, 1441, ROW 10538)	filed 1/10/95
Jefferson Parish, LA	Mtg. Book 3683, Folio 440, Entry No. 09503323, filed 1/24/95
Lafourche Parish, LA	Conv. Book 1230, Folio 390, Mtg. Book 684, folio 276, Entry No. 776149, filed 1/13/95
Terrebonne Parish, LA	Mtg. Book 1005, Conv. Book 1449, Entry No. 950271, filed 1/31/95

[redacted] [redacted] [redacted]

10.6. Financing Statements covering the Ashlawn properties.

Filing Jurisdiction	Filing Data
Secretary of State of Florida	No. 950000005623, filed 1/9/95
Dade County, FL	Official Record 16646, Page 327, No. 95RO16232, filed 1/12/95
Jefferson Parish, LA	No. 26-195996, filed 12/27/94 and No. 26-196697, filed 1/24/95

11.0 Mortgage, Assignment, Security Agreement and Financing Statement dated October 12, 1993, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, Agent. (Linder Transaction)

Recording Jurisdiction	Recording Data
Jefferson Parish, LA	Mortgage Book 3627, Folio 499; Conv. Book 2884, Folio 237, filed 11/29/93; and Mortgage Book 3625, Folio 300; Mineral Lease Book 135, Folio 191, filed 11/15/93
State Mineral Board of Louisiana (Lease Nos. 14345, 14346, Jefferson Parish, LA)	approved 3/9/93; Resolution No. 5 recorded in Mineral Lease Book 135, Folio 291; Mtg. Book 3646, Folio 582, filed 3/25/94, Jefferson Parish, LA

11.1 Financing Statement relating to the October 12, 1993 Mortgage (Linder transaction).

Filing Jurisdiction	Filing Data
Jefferson Parish, LA	No. 26-186395, filed 10/27/93
Secretary of State of Florida	No. 930000221864, filed 10/26/93
Dade County, FL	Off. Rec. 16104, Page 2466, No. 93R530335, filed 10/28/93

12.0 Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated October 29, 1993, executed by Forcenergy Gas Exploration, Inc. in favor of Internationale Nederlanden (U.S.) Capital Corporation, Agent (WHK transaction)

Recording Jurisdiction	Recording Data
Cameron Parish, LA	No. 233846, Conv. Book 781, Mtg. Book 198, filed 12/8/93
Iberia Parish, LA	Conv. Book 1065, Mtg. Book A-633, Entry No. 93-8929, filed 12/8/93
St. Mary Parish, LA	Conv. Book 36-0, Entry No. 243,686; Mtg. Book 678, Entry No. 206,368, filed 12/8/93
Terrebonne Parish, LA	Mortgage Book 961, Conv. Book 1395, Entry No. 928170, filed 12/13/93
Vermilion Parish, LA	No. 9311432, Conv. and Mtg. Records, filed 12/8/93
Santa Rosa County, FL	not recorded
Chambers County, Texas	No. 93 224 497, Official Public Records, filed 12/3/93
Jefferson County, Texas	No. 9340828, No. 105 17 0759, filed 12/2/93
State Mineral Board of Louisiana (Lease No. 2077)	Resolution No. 22 recorded in Conv. Book 1405, Mtg. Book 968, Entry No. 932177, filed 2/25/94, Terrebonne Parish, LA
Minerals Management Service, New Orleans (Lease nos. OCS-G 9120, 3242, 2688, 2279, 2094, 1440, 13572, 1244, 1181, 3117, 3328, 2282 and 2592)	filed 1/5/94

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12.1 Financing Statement relating to the October 29, 1993 Mortgage (WHK acquisition).

Filing Jurisdiction	Filing Data
Secretary of State of Florida	No. 930000262917, filed 12/27/93
Dade County, FL	93R629415, Official Record 16180, Page 4835, filed 12/22/93
Terrebonne Parish, LA	Entry No. 55-928171, filed 12/13/93, amended to show Tax I. D. No. of Secured Party, by UCC Amendment No. 55-958500, filed 7/3/95
Secretary of State of Texas	No. 224498, filed 11/24/93

12.2 First Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated January 13, 1994. (Van transaction--supplements 10/29/93 mortgage)

Recording Jurisdiction	Recording Data
Cameron Parish, LA	File No. 235208, Conv. Book 788, Mtg. Book 199, filed 4/11/94
Iberia Parish, LA	Conv. Book 1070, Mtg. Book A639, Entry No. 94-2638, filed 4/14/94
St. Mary Parish, LA	COB 36-V, Entry No. 244,815; MOB 684, Entry No. 207,848; filed 4/12/94
Terrebonne Parish, LA	No. 934846, Conv. and Mtg. Records, filed 4/11/94
Vermilion Parish, LA	No. 9403451, Mtg. and Conv. Records, filed 4/12/94
Minerals Management Service (Lease Nos. OCS G-02688, 03117, 03242, 09120)	filed 4/20/94

Santa Rosa County, FL	not recorded
Chambers County, Texas	No. 94 231 422, filed 2/28/94
Jefferson County, Texas	Doc. No. 94-9406613, filed 2/28/94

12.3 Financing Statement relating to the January 13, 1994 First Supplemental Mortgage (Van transaction).

Filing Jurisdiction	Filing Data
Secretary of State of Florida	No. 93000047137, filed 3/7/94
Dade County, FL	94R115258, Official Record 16277, Page 891, filed 3/9/94
Terrebonne Parish, LA	Entry No. 55-933108, filed 3/14/94
Secretary of State of Texas	No. 276958, filed 2/17/94

12.4 Second Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated January 10, 1996, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, Agent [this document supplements the 10/29/93--WHK transaction and the first supplement dated 1/13/94--Van transaction]

Recording Jurisdiction	Recording Data
Vermilion Parish, LA	Conv. & Mtg. Records, No. 9601321, filed 1/30/96
Minerals Management Service, New Orleans (Lease Nos. OCS-G 3328, 2081, 2580)	filed 2/29/96

12.5 Financing Statement showing Forcenergy Gas Exploration, Inc. as debtor, and Internationale Nederlanden (U.S.) Capital Corporation, Agent, as secured party, relating to item above.

Filing Jurisdiction	Filing Data
Secretary of State of Florida	No. 96-19129, filed 1/29/96

Dade County, FL	Off. Rec. 17084, Page 1321, No. 96R049091, filed 2/2/96
Terrebonne Parish, LA	No. 55-969562, filed 1/29/96

13.0 Mortgage, Assignment, Security Agreement and Financing Statement dated March 3, 1995, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, as Agent, covering the Conoco properties.

Recording Jurisdiction	Recording Data
Iberia Parish, LA	Entry No. 95-1849, Conv. Book 1089, Mtg. Book A-656, filed 3/17/95
Vermilion Parish, LA	No. 9502818, Conv. and Mtg. Records, filed 3/17/95
Minerals Management Service, New Orleans (Lease Nos. OCS-G 2588, OCS-G 2589, OCS-G 3776, OCS-G 2592)	filed 4/4/95

13.1. Financing Statement showing Forcenergy Gas Exploration, Inc., as debtor, and Internationale Nederlanden (U.S.) Capital Corporation, as secured party, covering the Conoco properties.

Recording Jurisdiction	Recording Data
Secretary of State of Mississippi	No. 0873353, filed 3/16/95
Terrebonne Parish, LA	No. 55-952243, filed 3/15/95
Department of State, State of FL	No. 950000060539, filed 3/27/95
Dade County, FL	Off. Rec. 16714, Page 909, No. 95R102546, filed 3/15/95

13.1. Financing Statement showing Forcenergy Gas Exploration, Inc., as debtor, and Internationale Nederlanden (U.S.) Capital Corporation, as Agent, as secured party, covering the Conoco properties.

Recording Jurisdiction	Recording Data

Terrebonne Parish, LA	No. 55-952242, filed 3/15/95
Department of State, State of FL	950000057837, filed 3/23/95
Dade County, FL	Off. Rec. 16714, Page 901, No. 95R102545, filed 3/15/95

13.2 First Supplement to Mortgage, Assignment, Security Agreement and Financing Statement dated May 17, 1995, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, as Agent, covering the Texaco properties.

Recording Jurisdiction	Recording Data
Iberia Parish, LA	COB 1093, Mtg. Book A-659, Entry No. 95-3754, filed 5/17/95
Vermilion Parish, LA	No. 9505438, Conv. & Mtg. Records, filed 5/30/95
Minerals Management Service, New Orleans (Lease No. OCS-G 3776)	filed 5/22/95

14.0 Mortgage, Assignment, Security Agreement and Financing Statement dated April 25, 1995, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, as Agent, covering the Amoco properties.

Recording Jurisdiction	Recording Data
Livingston Parish, LA	COB 658, MOB 417, Entry No. 348795, filed 5/26/95
State Mineral Board, State of Louisiana (Lease No. 12104, Livingston Parish)	rejected 5/23/95

14.1 Financing Statement showing Forcenergy Gas Exploration, Inc., as debtor, and Internationale Nederlanden (U.S.) Capital Corporation, as Agent, as secured party, covering the Texaco and Amoco properties.

Recording Jurisdiction	Recording Data
Terrebonne Parish, LA	No. 55-957023, filed 6/9/95

Department of State, State of FL	No. 950000110799, filed 6/2/95
Dade County, FL	Off. Rec. 16806, Page 3222, No. 95R224473, filed 6/7/95

15.0 Mortgage, Assignment, Security Agreement and Financing Statement dated January 10, 1996, from Forcenergy Gas Exploration, Inc. to Internationale Nederlanden (U.S.) Capital Corporation, Agent (the "Ashlawn Mortgage").

Recording Jurisdiction	Recording Data
Plaquemines Parish, LA	COB 876, Folio 612, MOB 253, Folio 1, filed 2/13/96
Terrebonne Parish, LA	Conv. Book 1494, Mtg. Book 1045, Entry No. 969561, filed 1/29/96
Vermilion Parish, LA	Conv. & Mtg. Records, No. 9601320, filed 1/30/96
State Mineral Board, State of Louisiana (Lease Nos. 1922, 1923, 1924, 2227, 2485, 1388, 978, 1008, 1009)	rejected
Minerals Management Service, New Orleans (Lease Nos. BLM 017649, 022943, 023978, 036214, 040042, 022901-A, 022917)	filed 2/29/96

15.1 Financing Statement showing Forcenergy Gas Exploration, Inc. as debtor, and Internationale Nederlanden (U.S.) Capital Corporation, Agent, as secured party, covering the Ashlawn Mortgage.

Filing Jurisdiction	Filing Data
Secretary of State of Florida	No. 96-19132, filed 1/29/96
Dade County, FL	Off. Rec. 17084, Page 1327, No. 96R049092, filed 2/2/96
Terrebonne Parish, LA	No. 55-969563, filed 1/29/96

16.0 Deed of Trust, Mortgage, Line of Credit Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated April 26, 1996, executed by Forcenergy Gas Exploration, Inc., in favor of Internationale Nederlanden (U.S.) Capital Corporation, Agent.

Jurisdiction	Recording Data
Larimer County, CO	Rec. No. 96030628, filed 5/2/96
Prowers County, CO	Rec. No. 472399, filed 5/2/96
Minerals Management Service, New Orleans	filed 5/10/96
Assumption Parish, LA	Mtg. Book 215, Entry No. 178573, filed 5/1/96
Cameron Parish, LA	File No. 245385, Mtg. Book 217, filed 5/1/96
East Baton Rouge Parish, LA	Orig. 657, Bndl. 10685, Mtg. Records, filed 5/3/96
Iberia Parish, LA	Mtg. Book A-677, Entry No. 96-3849, filed 5/1/96
Jefferson Parish, LA	Mtg. Book 3748, Folio 474, Conv. Book 2938, Folio 464, filed 5/21/96
Lafourche Parish, LA	Entry No. 796280, Mtg. Records, Book 713, Folio 599, filed 5/1/96
Livingston Parish, LA	Book 449, Page 363, filed 5/7/96
Plaquemines Parish, LA	MOB 255, Folio 323, filed 5/2/96
St. Bernard Parish, LA	MOB 795, Folio 17, filed 5/1/96
St. Mary Parish, LA	Mtg. Book 729, Folio 310, Entry No. 21,095, filed 5/1/96

Terrebonne Parish, LA	Mtg. Book 1056, Entry No. 975012, filed 5/1/96
Vermilion Parish, LA	No. 9605611, filed 5/1/96
Hancock County, MS	Book 453, Page 285, filed 5/3/96
Harrison County, MS (First Judicial Dist.)	Book 1689, Page 159, Records of Mortgages and Deeds of Trust on Land, filed 5/9/96
Harrison County, MS (Second Judicial Dist.)	Book 446, Page 338, Mortgages and Deeds of Trust on Land, filed 5/6/96
Jackson County, MS	OG&M Offshore Book 6, Page 325, filed 5/2/96
State of Montana Department of Natural Resources and Conservation (Lease Nos. 13,412-72 and 8144-65)	filed 5/14/96
Musselshell County, MT	Book 352, Page 843, filed 5/2/96
Rosebud County, MT	Book 86, Page 375, filed 5/10/96
Sheridan County, MT	Film 581, Ex. 1307, filed 5/2/96
Commissioner of Public Lands, NM	Book No. 3, Misc. Inst. 3834, filed 5/13/96
Eddy County, NM	Book 249, Page 602, filed 5/6/96
Lea County, NM	Book 723, Page 679, filed 5/2/96
Fayette County, PA	Book 1706, Page 274, filed 5/29/96
Somerset County, PA	Vol. 1314, Page 641, filed 5/6/96

University Lands Accounting Office, State of TX (Lease Nos. 61480, 61499, 61500, 61501, 62244, 62245, 62250, 62251, 62252, 62253, 62254, 64986, 64987, 64988, 64989, 67248, 67250 [lease terminated 8/30/96], 67252 [lease terminated 8/30/96], Winkler County, TX)	filed 5/20/96
Chambers County, TX	No. 96 295 714, No. 2191-B, filed 5/2/96
Goliad County, TX	Vol. 52, Page 128, filed 5/3/96
Howard County, TX	Vol. 412, Page 292, Deed of Trust Records, filed 5/6/96
Jefferson County, TX	No. 96-9613242, filed 5/2/96
Pecos County, TX	Vol. 282, Page 764, Deed of Trust Records, filed 5/2/96
San Jacinto County, TX	Vol. 233, Page 132, filed 5/6/96
Stonewall County, TX	Vol. 80, Page 550, Deed of Trust Records, filed 5/2/9
Wheeler County, TX	Vol. 103, Page 1, Deed of Trust Records, filed 5/2/96
Winkler County, TX	Vol. 140, Page 448, filed 5/2/96
Wood County, TX	Vol. 1487, Page 736, filed 5/2/96
Duchesne County, UT	Entry 312746, Book MO274, Page 135, filed 5/2/96
San Juan County, UT	Entry No. IJ012679, filed 5/2/96, Mtg. Book 751, Page 418
Summit County, UT	Book 962, Page 87, filed 5/2/96

Campbell County, WY	Book 1380, Page 286, Photos, filed 5/3/96
Converse County, WY	Book 1094, Page 316, Mtg. Records, No. 818080, filed 5/6/96
Johnson County, WY	Book 264, Page 78, filed 5/2/96
Natrona County, WY	Inst. No. 578094, filed 5/2/96
Niobrara County, WY	Book 387, Page 1, filed 5/2/96
Uinta County, WY	Book 663, Page 695, Entry No. R75215, filed 5/2/96
Wyoming State Land and Farm Loan Office	filed 5/22/96 in lease file 77-65

16.1 Financing Statement showing Forcenergy Gas Exploration, Inc. as debtor and Internationale Nederlanden (U.S.) Capital Corporation, Agent, et al, as secured party, relating to the April 26, 1996 mortgage.

Jurisdiction	Recording Data
Secretary of State of CO	No. 962034582, filed 5/3/96
Secretary of State of FL	No. 960000089763, filed 5/2/96
Dade County, FL	No. 96R196579, Off. Rec. 17191, Pg. 3506, filed 5/8/96
Vermilion Parish, LA	No. 57-960745, filed 5/1/96
Secretary of State of MS	No. 00989002, filed 5/16/96
Secretary of State of MT	No. 482167, filed 5/2/96
Secretary of State of NM	No. 960503052, filed 5/3/96

Dept. of State of PA	No. 25420643, filed 5/3/96
County Recorder, Fayette County, PA	No. 7084, filed 5/29/96
County Recorder, Somerset County, PA	No. 17, filed 5/6/96
Prothonotary, Fayette County, PA	No. 333 of 1996 ST, filed 5/7/96
Prothonotary, Somerset County, PA	No. 272 1996, filed 5/6/96
Secretary of State of TX	No. 082959, filed 5/1/96
State of UT, UCC Division	No. 96-518478, filed 5/2/96
Secretary of State of WY	No. 96123121d10-3e03, filed 5/2/96

17.0 Deed of Trust, Mortgage, Line of Credit Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated October 21, 1996, from Forcenergy Inc to Internationale Nederlanden (U.S.) Capital Corporation, Agent (properties acquired from Amerada Hess).

Recording Jurisdiction	Recording Data
Cameron Parish, LA	File No. 248453, Mtg. Book 221, Page 731, filed 11/20/96
Iberia Parish, LA	Entry No. 96-10875, Mtg. Book A-690, filed 11/21/96
Plaquemines Parish, LA	MOB 260, Folio 1012, filed 11/21/96
Terrebonne Parish, LA	Entry No. 987605, Mtg. Book 1082, filed 11/27/96
Vermilion Parish, LA	No. 96-13853, Mtg. Records, filed 11/20/96
Chambers County, TX	No. 96 316 82, filed 11/25/96

Jefferson County, TX	No. 96-9635922, filed 11/25/96
Nueces County, TX	Doc. No. 1996045533, filed 11/25/96

17.1 Financing Statement showing Forcenergy Inc as debtor, and ING (U.S.) Capital Corporation, Agent, as secured party (properties acquired from Amerada Hess).

Filing Jurisdiction	Filing Data
Terrebonne Parish, LA	Entry No. 55-987606, Mtg. Records, filed 11/27/96
Secretary of State of TX	No. 229446, filed 11/20/96
Dept. of State of FL	No. 960000247247--8, filed 11/26/96
Dade County, FL	Off. Rec. 17439, Pg. 0500, No. 96R537543, filed 11/25/96

18.0 Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Forcenergy Inc. to Frank Ferrara, Trustee, and ING (US) Capital LLC, Agent dated January 22, 1999

Recording Jurisdiction	Recording Data
Cameron Parish, LA	File No. 258707, Conv. Book 891, Mtg. Book 238 filed 2-4-99
E. Baton Rouge Parish, LA	Orig. 551, Bndl. 10977 filed 2-4-99
Iberia Parish, LA	Entry # 99-1543 filed 2-4-99
Jefferson Parish, LA	MOB 3888 Folio 734 filed 2-5-99 Instrument # 9907453
LaFourche Parish, LA	Mtge Bk 802, Folio 16 filed 2-5-99 Entry # 847294
Plaquemines Parish, LA	MOB 286, Page 1008 filed 2-4-99

Recording Jurisdiction	Recording Data
St. Bernard Parish, LA	MOB 916, Page 228 filed 2-4-99
St. Charles Parish, LA	Volume 698, Page 148 filed 2-4-99 File # 229337
St. Mary Parish, LA	COB 42-B, Page 607 Entry #264592 MOB 804, Page 685 Entry # 232472 filed 2-4-99
Terrebonne Parish, LA	MOB 1209, Entry No. 1039063 filed 2-4-99
Vermilion Parish, LA	Mortgage No. 9901390 filed 2-5-99
Calhoun County, Texas	Volume 221, Page 574 filed 2-4-99 File # 0057135
Chambers County, Texas	File # 99 399 328 filed 2-4-99
Aransas County, Texas	File # 224790 filed 2-4-99
Howard County, Texas	Volume 441, Page 44 filed 2-4-99
Jefferson County, Texas	Instrument # 1999004386 filed 2-4-99
Kenedy County, Texas	Volume 13, Page 40 filed 2-4-99
Kleberg County, Texas	Volume 173, Page 141 filed 2-8-99
Matagorda County, Texas	Volume 529, Page 37 filed 2-4-99
Nueces County, Texas	Document # 1999004807 filed 2-4-99
San Jacinto County, Texas	Volume 301, Page 241 filed 2-4-99
Winkler County, Texas	DT Records 148, Page 21 filed 2-4-99
Campbell County, Wyoming	Volume 1525 of photos, Page 411 filed 2-9-99 Entry # 742724
Converse County, Wyoming	Volume 1140, Page 345 filed 2-4-99 File # 854532

Recording Jurisdiction	Recording Data
Johnson County, Wyoming	Volume 275, Page 57 filed 2-4-99 File # 067383
Uinta County, Wyoming	Volume 710, Page 351 filed 2-4-99 Entry # R90420
Hancock Co., MS	Mrtgs & DT 541, Page 1 filed 2-5-99
Harrison County, MS - 1st Judicial District	Volume 1951, Page 69 filed 2-4-99 Instrument # 1959
Harrison County, MS - 2nd Judicial District	Mtgs & DT 542, Page 127 filed 2-4-99
Jackson County, MS	Offshore Trans 7, Page 356 filed 2-4-99
District of Anchorage, AK	Volume 3419, Page 143 filed 2-4-99
District of Barrows, AK	Volume 105, Page 19 filed 2-4-99
District of Kenai, AK	Volume 551, Page 832 filed 2-5-99

18.1 Financing Statement naming Forcenergy Inc. as Debtor and ING (US) Capital Corporation Agent, for the Lenders under that certain fifth Restatement of Credit Agreement dated April 13, 1998, among Debtor, Secured Party, as Agent, and the Lenders named therein, as from time to time amended, supplemented or restated

Recording Jurisdiction	Recording Data
Terrebonne Parish, LA	File No. 55-1039064 filed 2-4-99
Secretary of State of Texas	File No. 99-023388 filed 2-4-99
Campbell County, Wyoming	File No. U219608 Filed 2-9-99
Converse County, Wyoming	File # 854531 filed 2-4-99

Johnson County, Wyoming	SA # 48249 filed 2-4-99
Wyoming Secretary of State	File # 1999035161b01 filed 2-4-99
Florida Secretary of State	#90000037294 filed 2-18-99
Dade County, Florida	Off Rec 18466 Page 1784 filed 2-5-99 File # 99R063723
Dept. of Revenue/Secretary of State of Alaska	File # 459033 filed 2-4-99

19.0 Financing Statement naming Forcenergy Inc, as Debtor, and ING (U.S.) Capital Corporation LLC, as Agent, as secured party, filed 3/10/99 with the Secretary of State of Florida at No. 990000052808 (Stock Pledge).

20.0 Financing Statement naming Forcenergy Inc, as Debtor, and ING (U.S.) Capital Corporation LLC, as Agent, as secured party, filed 3/10/99 with the Secretary of State of Florida at No. 990000052809 (Stock Pledge).

21.0 Deed of Trust, Credit Line Deed of Trust, Mortgage, Line of Credit Mortgage, Open End Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Forcenergy Inc to ING (U.S.) Capital LLC, as Agent, dated February 15, 2000 (the "February 15, 2000 Forcenergy Inc Mortgage").

Recording Jurisdiction	Recording Data
Anchorage County, AK	File No. 008128, Volume 03599, Page 001 Filed 2/22/00
Barrow County, AK	Volume 0114, Page 208 Filed 2/22/00
Homer, AK	Book 299, Page 485 Filed 2/24/00
Kenai County, AK	File No. 001221, Volume 0577, Page 001 Filed 2/22/00
Baldwin County, AL	Instrument No. 539772 Filed 04/03/2000
Larimer County, CO	RCPTN # 2000012475 Filed 02/28/00

Prowers County, CO	File No. 487820, Filed 2/24/00
Cameron Parish, LA	Entry No. 263791, Book 249 Filed 02/22/00
Iberia Parish, LA	Entry No. 00-2437, MOB A-790 Filed 02/28/00
Jefferson Parish, LA	Entry No. 10007849, MOB 3943, Folio 293 Filed 02/18/00
Lafourche Parish, LA	Entry No, 868109, MOB 841, Folio 26 Filed 02/23/00
Plaquemines Parish, LA	MOB 301, Folio 408 Filed 02/22/00
St. Bernard Parish, LA	MOB 964, Folio 493 Filed 02/22/00
St. Charles Parish, LA	Entry No. 240983, MOB 744, Folio 289 Filed 02/22/00
St. Mary Parish, LA	Entry No. 238,384, MOB 836, Page 162 Filed 02/22/00
Terrebone Parish, LA	Entry No. 1065612, MOB 1279 Filed 02/23/00
Vermilion Parish, LA	Entry No. 20001922 Filed 02/22/00
Minerals Management Service, LA	Filed 02/22/00
Mussellshell County, MT	Volume 370, Page 915 Filed 2/22/00
Rosebud County, MT	File No. 87611, Filed 2/22/00
Hitchcock County, NE	Volume 75, Page 245 Filed 2/22/00
Red Willow County, NE	Volume 176, Page 696 Filed 2/22/00
Chaves County, NM	File No. 192420, Volume 386, Page 803 Filed 2/23/00
Eddy County, NM	File No. 01707,

	Volume 374, Page 728 Filed 2/22/00
Lea County, NM	File No. 55243, Volume 1003, Page 648 Filed 2/21/00
Rio Arriba County, NM	File No. 201381, Volume 304, Page 166 Filed 2/24/00
Blaine County, OK	File No. 000646, Volume 799, Page 375 Filed 2/24/00
Caddo County, OK	File No. 001655, Volume 2277, Page 349 Filed 3/3/00
Oklahoma County, OK	File No. 2000022509, Volume 7785, Page 28 Filed 2/25/00
Cambria County, PA	File No. 2296, Volume 1652, Page 391 Filed 2/21/00
Andrews County, TX	File No. 00-0541, Volume 747, Page 258 Filed 2/22/00
Aransas County, TX	File No. 231363, Filed 2/18/00
Brazoria County, TX	File No. 00006943, Filed 2/18/00
Calhoun County, TX	File No. 0062327, Volume 248, Page 1 Filed 2/18/00
Chambers County, TX	File No. 1025-B, Volume 445, Page 317 Filed 2/18/00
Ector County, TX	File No. 2275, Volume 1515, Page 0001 Filed 2/22/00
Galveston County, TX	File No. 2000009108, Volume 014-33, Page 1837 Filed 2/28/00

Glasscock County, TX	File No. 2131, Volume 43, Page 460 Filed 2/22/00
Goliad County, TX	File No. 0093976, Volume 00118, Page 00704 Filed 2/22/00
Hansford County, TX	File No. 58301, Volume 271, Page 623 Filed 2/22/00
Hardin County, TX	File No. 90282, Volume 1218, Page 1 Filed 2/24/00
Howard County, TX	File No. 988, Volume 796, Page 40 Filed 2/22/00
Jefferson County, TX	File No. 2000007075, Filed 2/25/00
Kleburg County, TX	File No. 232087, Volume 192, Page 365 Filed 2/25/00
Madison County, TX	File No. 27331, Volume 527, Page 140 Filed 2/22/00
Matagorda County, TX	File No. 000867 Volume 571, Page 416 Filed 2/18/00
Nueces County, TX	File No. 2000007078, Filed 2/21/00
Reeves County, TX	File No. 000358, Volume 615, Page 48 Filed 2/23/00
San Jacinto County, TX	File No. 00-982, Filed 2/22/00
Sterling County, TX	File No. 10051, Volume 5, Page 565 Filed 2/22/00

Stonewall County, TX	File No. 267, Volume 85, Page 505 Filed 2/21/00
Terry County, TX	File No. 216228, Volume 646, Page 365 Filed 2/22/00
Tyler County, TX	File No. 00-679, Volume 671, Page 860 Filed 2/23/00
Upshur County, TX	File No. 001243, Volume 364, Page 64 Filed 2/22/00
Wheeler County, TX	File No. 00422, Volume 471, Page 859 Filed 2/22/00
Winkler County, TX	File No. B66504, Volume 468, Page 270 Filed 2/22/00
Wood County, TX	File No. 0047587, Volume 1711, Page 705 Filed 2/22/00
Carbon County, UT	File No. 0078962, Volume 450, Page 582 Filed 2/22/00
Duchesne County, UT	File No. 339377, Volume AO331, Page 1 Filed 2/22/00
San Juan County, UT	File No. 060893, Volume 785, Page 303 Filed 2/22/00
Summit County, UT	File No. 00559497, Volume 01307, Page 01454 Filed 2/22/00
Uintah County, UT	File No. 2000000947, Volume 725, Page 8 Filed 2/22/00
Randolph County, WV	File No. 18234, Volume 310, Page 694 Filed 2/25/00

Campbell County, WY	File No. 759287, Volume 1588, Page 186 Filed 2/29/00
Converse County, WY	File No. 863484, Volume 1158, Page 635 Filed 2/24/00
Johnson County, WY	File No. 078968, Volume 281, Page 1 Filed 2/24/00
Sweetwater County, WY	File No. 1306505, Volume 922, Page 1162 Filed 2/22/00
Uinta County, WY	File No. R95860, Volume 729, Page 540 Filed 2/22/00

22.0 Financing Statement naming Forcenergy Inc as debtor and ING (U.S.) Capital LLC, as Agent as secured party covering collateral described in the February 15, 2000 Forcenergy Inc Mortgage.

Recording Jurisdiction	Recording Data
Baldwin County, AL	File No. 153184 Filed 04/03/00
Secretary of State - AL	B 2000 - 07143 FS Filed 02/17/00
Anchorage County, AK	Book 3599, Page 141 Filed 2/22/00
Barrow County, AK	Book 0114, Page 348 Filed 2/22/00
Homer County, AK	Book 299, Pages 625 Filed 2/24/00
Kenai County, AK	Book 0577, Page 141, Filed 2/22/00
Secretary of State - AK	Document# 476662 Filed 2/22/00
Secretary of State - CO	File No. 20002014320, Filed 2/17/00
Secretary of State - FL	File No. 200000046175, Filed 2/24/00

Vermilion Parish, LA	File No. 57-2000302, Filed 2/22/00
Minerals Management Services, LA	Filed 2/22/00
Mussellshell CountyMT	File No. 6973, Filed 2/17/00
Rosebud County, MT	File No. 19265, Filed 2/17/00
Secretary of State - MT	File No. 58562369, Filed 2/17/00
Red Willow County, NE	Book 176, Page 646, Filed 2/17/00
Secretary of State - NE	File No. 9900026414, Filed 2/17/00
Secretary of State - NM	File No. 000217037, Filed 2/17/00
Oklahoma County, OK	File No. NO000950, Filed 2/23/00
Cambria County, PA	File No. 428, Filed 2/23/00
Cambria Prothonotary, PA	Case Number 2000-587, Filed 2/17/00
Secretary of State - PA	File No. 31290607 Filed 2/17/00
Secretary of State - TX	File No. 00-435650, Filed 2/23/00
Secretary of State - UT	File No. 00-671008, Filed 2/18/00
Randolf County, WV	File No. 9635, Filed 2/18/00
Secretary of State - WV	File No. 534124, Filed 2/17/00
Campbell County, WY	File No. U228522, Filed 2/23/00
Converse County, WY	File No. 863365,

[redacted] [redacted] [redacted]

Filed 2/17/00

File No. 50090½,

Sweetwater County, WY

Uinta County, WY

Secretary of State - WY

Johnson County, WY

Filed 2/18/00

File No. 252362,
Filed 2/17/00

File No. 612006,
Filed 2/24/00

File No. 00-048-14-1b07,
Filed 2/18/00

Schedule 2

1. Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement executed by Forcenergy Onshore Inc for the benefit of ING (U.S.) Capital LLC, as Agent, dated February 15, 2000. (the "Forcenergy Onshore Inc. Mortgage")

Texas County, OK	Document # 650272 Book 1007, Page 14 Filed 2/22/00
Brazoria County, TX	File # 7173 Drawer A-1 Filed 2/22/00
Dawson County, TX	Volume 245, Page 711 Recorded 2/22/00
Gaines County, TX	Volume 697, Page 231 Recorded 2/21/00
Wharton County, TX	Volume 356, Page 773 Recorded 2/21/00
Washakie County, WY	Document File # 479228 Book 82, Page 22351 Recorded 2/22/00

2. Financing Statement naming Forcenergy Onshore Inc as debtor and ING (U.S.) Capital LLC, as Agent, as secured party, covering collateral described in the Forcenergy Onshore Inc Mortgage.

Recording Jurisdiction	Recording Data
Secretary of State – FL	File No. 200000046176, Filed 2/24/00
Oklahoma County, OK	File No. NO000949, Filed 2/23/00
Secretary of State – TX	File No. 00-435649, Filed 2/23/00
Washakie County, WY	File No. 479261, Filed 2/23/00
Secretary of State – WY	File No. 00054151a02, Filed 2/23/00

PART TWO

EXHIBIT "A"

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
201860	USA W-27878		DOROTHY CHORNEY	WY SUBLETTE	160.000	04/01/1971	04/01/1981	
TRACT 01		LABARGE EAST						
T 27 N R 112 W								
SEC 1								
SE/4			FIGURE FOUR FEDERAL 1-1					
TRACT 02		LABARGE EAST		WY SUBLETTE	80.000			
T 27 N R 112 W								
SEC 12								
N/2NE/4			FIGURE FOUR CANYON #2-12					
20701	USA W-54914		RAINBOW RESOURCES INC	WY SUBLETTE	160.000	06/01/1976	06/01/1981	BK 54 PG 368
TRACT 01		BIRD CANYON PROSPECT						
T 27 N R 112 W								
SEC 23								
NW/4			FEDERAL #2-23					
SURF TO 8693'								
TRACT 02		BIRD CANYON PROSPECT		WY SUBLETTE	160.000			BK 54 PG 368
T 27 N R 112 W								
SEC 23								
SW/4			FEDERAL #1-23					
SURF TO 8693'								
20703	USA W-61473		RAINBOW RESOURCES	WY SUBLETTE	80.000	01/01/1978	01/01/1983	
TRACT 01		BIRD CANYON PROSPECT						
T 27 N R 112 W								
SEC 23								
S/2SE/4			FEDERAL #1-23					
TRACT 02		BIRD CANYON PROSPECT		WY SUBLETTE	120.000			
T 27 N R 112 W								
SEC 24								
SE/4NW/4, E/2SW/4								

PART TWO

EXHIBIT "A"

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
20704	USA W-58384		R W ROBBINS					
TRACT 01		BIRD CANYON PROSPECT		WY SUBLETTE	160.000	04/01/1977	04/01/1987	BK 54 PG 566
T 27 N R 112 W SEC 23 NE/4		FEDERAL #2-23						
TRACT 02		BIRD CANYON PROSPECT		WY SUBLETTE	80.000			BK 54 PG 566
T 27 N R 112 W SEC 23 N/2SE/4		FEDERAL #1-23						
20702	USA W-54913		RAINBOW RESOURCES					
TRACT 01		BIRD CANYON PROSPECT		WY SUBLETTE	320.000	06/01/1976	06/01/1983	BK 54 PG 375
T 27 N R 112 W SEC 14 S/2		FEDERAL #3-14						
SURF TO 8978'								
18016	USA W-0320797		MARGARET E ALLEN					
TRACT 02		SUGAR LOAF PROSPECT		WY SUBLETTE	120.00	12/01/1965	10/19/1989	
T 27 N R 110 W SEC 23 E/2SE/4 SEC 26 NE/4NE/4		JEFFERSON UNIT						

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 NOV 30 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.
WYW131392

Lease Effective Date
(Anniversary Date)
2-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Aztec Energy Corporation
   Street 7801 Broadway, Ste. 200
   City, State, ZIP Code San Antonio, TX 78209

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-110-West Section 7: Lots 1,2,3,4 Section 7: W/2NE/4, E/2W/2, SE/4 Section 18: Lots 1,2,3,4 Section 18: E/2, E/2W/2 Section 19: Lots 1,2,3,4 Section 19: E/2, E/2W/2 containing 1,825.56 acres, more or less, in Sublette County, Wyoming	100%	100%	none	none	7.5% through operating rights

282450
RECORDED Jan 08 2001 11:45AM
IN BOOK 117 246 PAGE 147
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

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 DEC 01 2000

/s/ Carmen E. Lovett

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER

JAN 11 2001
(Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(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 assignment of record title. 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 assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment 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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, 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.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, 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.

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 record title assignment 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 record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the assignment 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 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 (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 15th day of November, 19 2000

Name of Assignor as shown on current lease Starwood, Inc.
Please type or print

Assignor Don R Holloway
or Don R. Holloway (Signature) President
Attorney-in-fact
(Signature)

P O Box 1830, Frisco, CO 80443
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November, 19 2000

Aztec Energy Corporation

Assignee Dan C Perry
or Dan C. Perry, (Signature) President
Attorney-in-fact
(Signature)

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

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

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEM

00 NOV 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

Attached to Assignment of Record Title Interest
from Starwood, Inc. to Aztec Energy Corporation

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15th day of November, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Jennifer L Taylor
NOTARY PUBLIC, State of Colorado

My Commission Expires:
8-5-2004

Jennifer L Taylor
(Printed Notary Name)

JENNIFER L. TAYLOR NOTARY PUBLIC STATE OF COLORADO

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 NOV 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

WYW131392

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-110-West Sec. 7: Lots 3 and 4 7: W/2NE/4, E/2SW/4 18: Lots 3 and 4 18: NE/4, E/2SW/4 19: Lots 3 and 4 19: NE/4, E/2SW/4 containing 873.37 acres, m/l, in Sublette County, Wyoming	100%	100%	none	7.5% x 8/8 ORRI	none

282451

RECORDED Jan. 09 2001 1:45 P.M.
IN BOOK 117 Oil & Gas PAGE 150
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

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 DEC 01 2000

/S/ Carmen E. Lovell — LAND LAW EXAMINER — JAN 11 2001
By (Authorized Officer) (Title) (Date)

FOR ASSIGNEE

PART C: GENERAL INSTRUCTIONS

1. Transferor/Transferee(s) must complete Parts A3 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 15th day of November, 2000

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R. Holloway

or Don R. Holloway (Signature) President

Attorney-in-fact _____
(Signature)

P O Box 1830, Frisco, CO 80443
(Transferor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November 2000

Aztec Energy Corportion

Transferee Dan C Perry

or Dan C. Perry (Signature) President

Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

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

Attached to Transfer of Operating Rights
from Starwood, Inc. to Aztec Energy Corporation

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 NOV 30 AM 9:00
RECEIVED
CHEYENNE, WYOMING

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15 day of November, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Charisa Smaldone
NOTARY PUBLIC, State of Colorado

My Commission Expires:

January 31, 2004

Charisa Smaldone
(Printed Notary Name)

CHARISA SMALDONE NOTARY PUBLIC STATE OF COLORADO

My commission expires:
January 31, 2004

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 DEC 29 AM 9:07

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.
WYW131393

Lease Effective Date
(Anniversary Date)
2-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Aztec Energy Corporation
   Street 7801 Broadway, Ste. 200
   City, State, ZIP Code San Antonio, TX 78209

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-110-West Section 29: All Section 32: All containing 1,280.00 acres, more or less, in Sublette County, Wyoming	100%	100%	none	none	7.5% through operating rights

RECORDED Jan. 29 2001 1:45 PM
IN BOOK 117 O+G PAGE 153
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

282452

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 DEC 01 2000

/S/ Carmen E. Loveff

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER — JAN 11 2001
(Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(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 assignment of record title. 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 assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment 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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, 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.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, 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.

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 record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6568

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the assignment 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 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 (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 15th day of November, 19 2000

Name of Assignor as shown on current lease Starwood, Inc.
Please type or print

Assignor Don R Holloway
or Don R. Holloway (Signature) President
Attorney-in-fact _____
(Signature)

P O Box 1830, Frisco, CO 80443
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November, 19 2000

Aztec Energy Corporation

Assignee Dan C Perry
or Dan C. Perry, (Signature) President
Attorney-in-fact _____
(Signature)

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Attached to Assignment of Record Title Interest
from Starwood, Inc. to Aztec Energy Corporation

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15th day of November, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Jennifer L Taylor
NOTARY PUBLIC, State of Colorado

My Commission Expires:
8-5-2004

Jennifer L Taylor
(Printed Notary Name)

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 NOV 30 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW131393

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township-33-North, Range-110-West Sec. 29: NE/4, SW/4 Sec. 32: NE/4, SW/4 containing 640.00 acres, m/l, in Sublette County, Wyoming	100%	100%	none	7.5% x 8/8 ORRI	none

282453

RECORDED Jan. 29 2001 1:45PM
IN BOOK 117 Oil & Gas PAGE 156
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 01 2000

/S/ Carmen E. Lovell — LAND LAW EXAMINER — JAN 11 2001

By (Authorized Officer) (Title) (Date)

Tear — Tear

PART C: GENERAL INSTRUCTIONS

1. Transferor/Transferee(s) must complete Parts A3 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 right (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 15th day of November, 2000

Name of Transferor Starwood, Inc.
Please type or print

Transferor Don R Holloway

or Don R. Holloway (Signature) President

Attorney-in-fact _____
(Signature)

P O Box 1830, Frisco, CO 80443
(Transferor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November, 2000

Aztec Energy Corportion

Transferee Dan C Perry

or Dan C. Perry (Signature) President

Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 NOV 30 AM 9:06
RECEIVED
CHEYENNE, WYOMING

Attached to Transfer of Operating Rights
from Starwood, Inc. to Aztec Energy Corporation

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15 day of November, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Charisa Smaldone
NOTARY PUBLIC, State of Colorado

My Commission Expires:
January 31, 2004

Charisa Smaldone
(Printed Notary Name)

CHARISA SMALDONE NOTARY PUBLIC STATE OF COLORADO

My commission expires:
January 31, 2004

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 30 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.
WYW131399

Lease Effective Date
(Anniversary Date)
2-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Aztec Energy Corporation
   Street 7801 Broadway, Ste. 200
   City, State, ZIP Code San Antonio, TX 78209

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-111-West Sec. 11: S/2NW/4, N/2SW/4, SE/4SW/4 Sec. 14: E/2W/2 containing 360.00 acres, more or less, in Sublette County, Wyoming	100%	100%	none	7.5% x 8/8 ORRI	none

282454

RECORDED Dec. 29 2000 1:45 PM
IN BOOK 117 O&G PAGE 159
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorensen

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 assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

Assignment approved effective DEC 01 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)

JAN 11 2001
(Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(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 assignment of record title. 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 assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment 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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, 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.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, 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.

159

160

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 record title assignment 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 record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land stan records for the management, disposal, and use of public lands and resource:

(3) Transfer to appropriate Federal agencies when concurrence is required prior t granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropr ate Federal, State, local or foreign agencies, when relevant to civil, criminal or regul tory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION--If all requested informa tion is not provided, the assignment may not be approved. See regulations i 43 CFR Groups 3100 and 3200.

Tear Tear Tear

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

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 15th day of November, 19 2000

Name of Assignor as shown on current lease Starwood, Inc.
Please type or print

Assignor Don R Holloway
or Don R. Holloway (Signature) President
Attorney-in-fact _____
(Signature)

P O Box 1830, Frisco, CO 80443
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November, 19 2000

Aztec Energy Corporation

Assignee Dan C Perry
or Dan C. Perry, (Signature) President
Attorney-in-fact _____
(Signature)

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

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

*U.S. GPO 1997: 573-004/41047

[redacted] [redacted] [redacted]

Attached to Assignment of Record Title Interest
from Starwood, Inc. to Aztec Energy Corporation

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15 day of November, 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Charisa Smaldone
NOTARY PUBLIC, State of Colorado

My Commission Expires:

January 31, 2004

Charisa Smaldone
(Printed Notary Name)

CHARISA SMALDONE NOTARY PUBLIC STATE OF COLORADO

My commission expires:
January 31, 2004

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 30 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.
WYW131400

Lease Effective Date
(Anniversary Date)
2-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Aztec Energy Corporation
   Street 7801 Broadway, Ste. 200
   City, State, ZIP Code San Antonio, TX 78209

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-111-West Sec. 24: All Sec. 25: All Sec. 26: All containing 1,920 acres, more or less in Sublette County, Wyoming 282455 RECORDED Jan. 29 2001 1:45 PM IN BOOK 117 D+G PAGE 162 FEES $ 10.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Saxton	100%	100%	none	7.5% x 8/8ths ORRI	none

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 DEC 01 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)

JAN 11 2001
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(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 assignment of record title. 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 assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment 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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, 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.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, 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.

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 record title assignment 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 record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

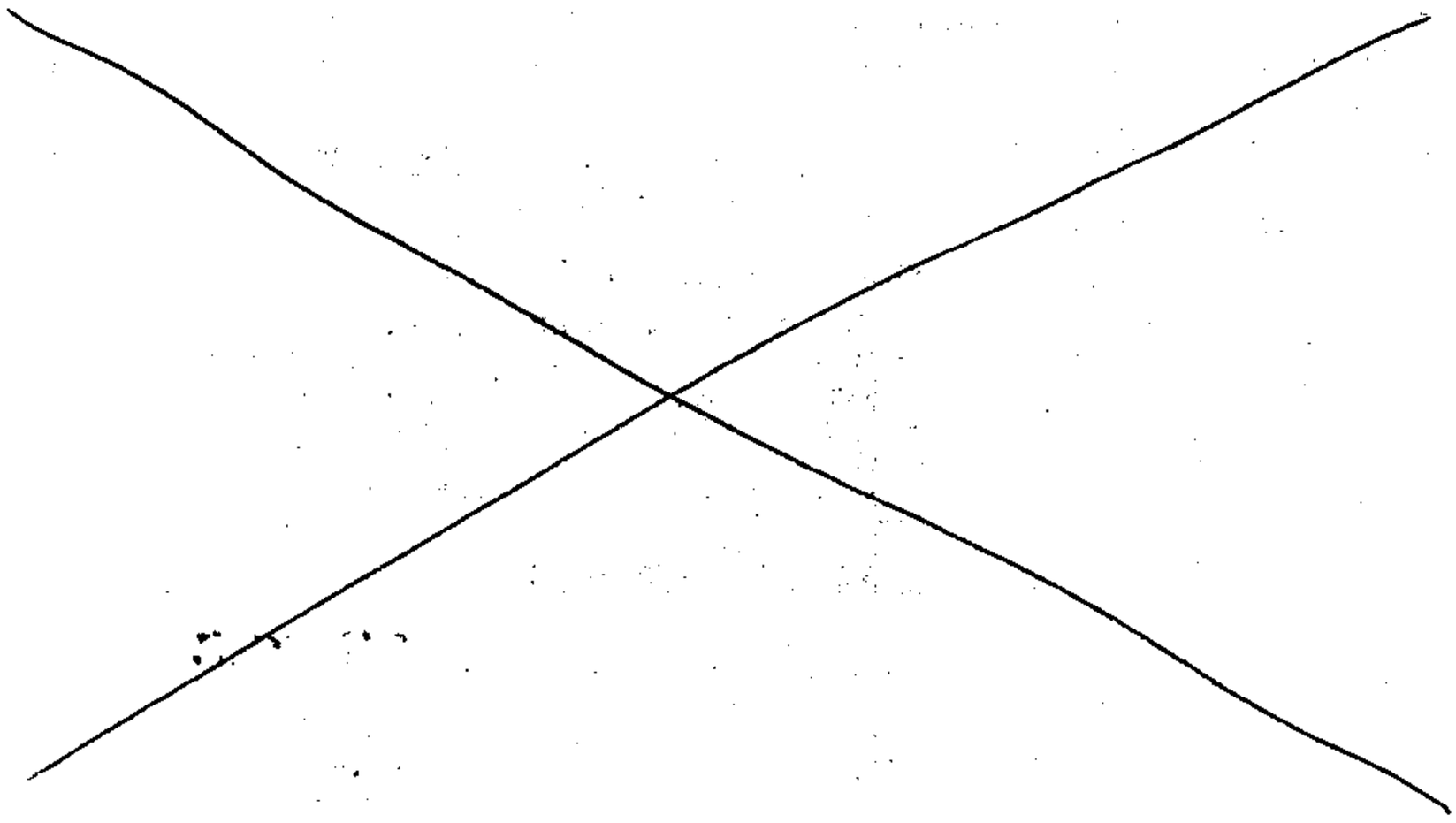
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the assignment 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 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 (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 15th day of November, 19 2000

Name of Assignor as shown on current lease Starwood, Inc.
Please type or print

Assignor Don R Holloway
or Don R. Holloway (Signature) President

Attorney-in-fact _____
(Signature)

P O Box 1830, Frisco, CO 80443
(Assignor's Address)

(City) (State) (Zip Code)

Executed this 14th day of November, 19 2000

Aztec Energy Corporation

Assignee Dan C Perry
or Dan C. Perry, (Signature) President

Attorney-in-fact _____
(Signature)

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 NOV 30 AM 9:00
RECEIVED
CHEYENNE, WYOMING

Attached to Assignment of Record Title Interest
from Starwood, Inc. to Aztec Energy Corporation

STATE OF COLORADO §
§
COUNTY OF Summit §

The foregoing instrument was acknowledged before me this 15th day of November 2000, by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

Jennifer L Taylor
NOTARY PUBLIC, State of Colorado

My Commission Expires:
8-5-2004

Jennifer L Taylor
(Printed Notary Name)

JENNIFER L. TAYLOR NOTARY PUBLIC STATE OF COLORADO

[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 **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 1st day of November, 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 30th day of November, 2000 by John W. Robinson as Senior 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

282464

STATE OF UTAH)
) §
COUNTY OF DAVIS)

RECORDED Dec 29 '00 at 4:15p M
IN BOOK 117046 PAGE 165
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

The foregoing instrument was acknowledged before me this 19th day of December, 2000 by Marvin D. Brittenham as Vice President Exploration of Big West Oil & Gas Inc.

WITNESS my hand and official seal.

(SEAL)

NOTARY PUBLIC
Laena Badovinac
837 East 980 South #17
Brigham City, Utah 84302
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 November 1, 2000 from McMurry Energy Company, as Assignor and Big West Oil & Gas Inc., as 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	------

1606

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 **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 1st day of November, 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

282465

RECORDED Jan. 29 2001 4:15PM
IN BOOK 117 046 PAGE 167
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of November, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

By Cathy Sutton

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

STATE OF UTAH)
) §
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 14th day of December, 2000 by Marvin D. Brittenham as Vice President Exploration of Big West Oil & Gas Inc.

WITNESS my hand and official seal.

(SEAL)

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
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 November 1, 2000 from McMurry Energy Company, Assignor to Big West Oil & Gas Inc., Assignee.

MEC Lse No.	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	Wilma Bloom Davis, et vir	Aztec Energy Corporation	8/1/00 8/1/03	31N-110W	4 5 6 7 8 9 16	W/2SW SW/4NE/4, S/2,S/2NW/4 SE/4NE/4,E/2SE/4 E/2NE/4 E/2, SW/4, W/2NW/4 W/2W/2, E/2SW/4, SW/4SE/4 Lots 1,2,3, NE/4NW/4, NE/4	1856.61	Bk 116 Pg 152
	Bonnie Bloom Alexander, et vir	Aztec Energy Corporation	8/1/00 8/1/03	31N-110W	4 5 6 7 8 9 16	W/2SW SW/4NE/4, S/2,S/2NW/4 SE/4NE/4,E/2SE/4 E/2NE/4 E/2, SW/4, W/2NW/4 W/2W/2, E/2SW/4, SW/4SE/4 Lots 1,2,3, NE/4NW/4, NE/4	1856.61	Bk 116 Pg 155

[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 **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.

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 10th day of December, 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 13th day of December, 2000 by John W. Robinson as Senior Vice President of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

Lynette Y. Johnson NOTARY PUBLIC STATE OF COLORADO

Notary Public
Address: 370 17th St #3020

My Commission Expires 11/30/2002

My Commission expires: 11-30-2002

282466

RECORDED Jan. 29 2001 4:15pM
IN BOOK 117 OAG PAGE 169
FEES $ 8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

STATE OF UTAH)
) §
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 19th day of December, 2000 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
937 East 950 South #17
Brigham City, Utah 84302
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 cerain Assignment dated December 10, 2000 from McMurry Energy Company, as Assignor to Big West Oil & Gas Inc.

MEC Lse No.	Lessor	Lessee	Lease Date Expire date	TWP/RGE	Section	Description	Gross Acres	Recorded
	Grindstone Cattle Company, a Wyoming corporation, Marguerite M. Miller, individually and as Personal Representative of the Estate of James M. Miller	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 366
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Robert M. Miller, individually and as Personal Representative of the Estate of Mildred M. Miller and Robert M. Miller and Tara L. Miller, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 372
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Kathleen A. Miller	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 408
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	Mathew D. Miller and Lisa R. Miller, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 488
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		
	PatriciaM. Roberts and Shad Z. Roberts, husband and wife	Aztec Energy Corporation	8/22/00 8/22/02	31N-110W	7 17 18 20	Lot 3,4, SESW NWNE, S/2NE, NESW, SWSW, SWSE Lot 1, NENW, NWNE, S/2NE, NESE NWNE, NENW	1532.95	Book 116 Page 579
				31N-111W	11 12 13	S/2NE, SE S/2N/2, S/2 N/2N/2		

[redacted] [redacted] [redacted]

282473

RECORDED Jan. 30 2001 8:55 AM
IN BOOK 117 Oil6 PAGE 171
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

ASSIGNMENT
BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective August 1, 2000, (the "Effective Time"), is from JMI Energy, Inc., successor to JMI Services Nevada, Inc., whose address is 7600 West Tidwell, Suite 103, Houston, Texas 77040 ("Assignor") to Ocean Energy Resources, Inc., a Delaware corporation, whose address is 1001 Fannin, Suite 1600, Houston, Texas 77002-6794 ("Assignee").

PART I

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby transfers, grants, bargains, sells, conveys, and assigns to Assignee, subject to the reservations and other provisions of this Assignment, the following interests (such assigned interests being called the "Interests"):

1.1 all of Assignor's right, title, interest and estate in and to the estates created by the oil, gas and mineral leases, including any amendments, extensions, ratifications, renewals, or corrections thereof, fee mineral interests, overriding royalty interests, royalty interests and any other interests in oil and gas, attached hereto, together with any interest in respect of any pooled, communitized, or unitized acreage of which any such estates and/or interests are a part (collectively, the "Land");

1.2 to the extent Assignor may lawfully assign and convey the same, all of Assignor's right, title, interest and estate in and to the property and rights incident to the Leases, insofar and only insofar as the Leases cover and relate to the Land or lands unitized or pooled therewith, including all agreements, product purchase and sale contracts, processing contracts, well records and production records insofar as the same relate to the Interests, other agreements, leases, permits, rights of way, easements, licenses, farmouts, options and orders in any way relating thereto;

1.3 all of Assignor's right, title, interest and estate in and to the personal property, equipment, machinery, fixtures and improvements now or as of the Effective Time located on the Land, or lands unitized or pooled therewith, to the extent used in connection with the Leases insofar and only insofar as the leases cover and relate to the Land or lands unitized or pooled therewith;

1.4 all of Assignor's right, title, interest and estate in and to the off-premises facilities that serve only operations on the Land, or lands unitized or pooled therewith, insofar as they cover and relate to the Land, or lands unitized or pooled therewith; and

1.5 all of Assignor's right, title, interest and estate in and to all tenements, hereditaments and appurtenances belonging or any way pertaining to the Interests or properties, franchises, rights, contracts and agreements or any part thereof assigned to such Assignee pursuant to this Assignment, and all rents, revenues, income, products, proceeds and profits thereof.

TO HAVE AND TO HOLD the Interests together with all singular the rights and appurtenances thereto in anywise belonging unto Assignee and its successors and assigns forever, and

Assignor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend all and singular the title to said interests unto said Assignee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Assignor, but not otherwise.

This Assignment is subject to all existing royalties and overriding royalties and other encumbrances to the extent such matters actually and validly affect the Interests. This Assignment is subject to that certain Purchase and Sale Agreement by and between Assignor and Assignee dated November 17th, 2000.

PART II

2.1 Assignor hereby agrees to indemnify Assignee and hold it harmless from and against all losses, costs, liabilities, and expenses (including, without limitation, costs of suit and attorney's fees) arising out of (a) any lien or assessments for taxes relating to any of the Interests being contested by Assignor as of the Effective Time in good faith in the normal course of business and (b) all materialmen's, mechanic's, repairmen's, employees', contractors', operators', or other similar liens (whether express, implied, statutory or constitutional) or charges against the Interests arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests on account of acts occurring before the Effective Time.

2.2 Assignor hereby assigns to Assignee the right to enforce, in either Assignor's or Assignee's name, all covenants and warranties made by any other person with respect to the Interests or any part thereof.

2.3 The validity of the Assignment shall be governed by the laws of the State of Texas.

2.4 Unless provided otherwise, all recording references in the attached Exhibit A are to the appropriate records of the county or counties or parish or parishes in which the Interests are located.

2.5 By acceptance of this Assignment, Assignee hereby assumes and agrees to pay, perform and discharge Assignor's obligations under, but not limited to, the oil, gas and other mineral leases, operating agreements, unitization agreements, pooling agreements, farmout agreements, assignments, gas sales contracts, gas processing contracts, unit, joint venture agreements, wells and any other instruments and agreements or other burdens which are part of the properties herein assigned, but only to the extent that any of the foregoing are valid and enforceable, relate to the Interests, and are attributable to the period after the Effective Time; provided, however,.that the provisions of this Section 2.5 shall not be deemed to limit or affect such Assignee's remedies under Assignor's warranty of title.

2.6 The parties intend that this Assignment convey all of Assignor's interests acquired pursuant to that certain Acquisition and Management Agreement dated April 28, 1993 by and between General Atlantic Resources, Inc. and JMI Services Nevada, Inc. (the "Management Agreement") and the parties acknowledge and agree that Exhibit A attached hereto may not accurately describe all of Assignor's interests acquired pursuant to such Management Agreement. The parties agree to take all such further actions to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment.

[redacted] [redacted] [redacted]

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

2.8 This Assignment is subject in all respects to all existing operating agreements respecting the Interests.

EXECUTED THIS 17th day of November, 2000, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE TIME.

ATTEST:

_____

_____

JMI ENERGY, INC.

By: _____
R. Carter Overton
President

State of Texas
County of Harris

Before me, the undersigned, a Notary Public within and for said county and state on this 17th day of November, 2000, personally appeared R. Carter Overton to me known to be the identical person who subscribed the name JMI Energy, Inc., to the foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires: _____

AUDREY T. WILLIAMS
Notary Public, State of Texas
My Commission Expires
11-15-2004

_____

EXHIBIT "A"

Attached to and made a part of that certain Assignment Bill of Sale and Conveyance dated November 17, 2000 but effective August 1, 2000 by and between, JMI Energy, Inc., as Assignor and Ocean Energy Resources, Inc., as Assignee.

Lease No.. WY-137888-000001- -01
Lessor/Grantor: USA WYW 43911
Lessee/Grantee: WILLIAM R INGEBRETSON
Lease Date 8/01/1956
Recorded.. Book NOT , Page File
Desc..... 029N 112W 013
SE/4, S/2SW/4

029N 112W 024
W/2NW/4, SW/4

029N 112W 025
N/2NW/4

Lease No.. WY-137888-000002- -01
Lessor/Grantor: USA WYW 039908
Lessee/Grantee: WILLIAM R INGEBRETSON
Lease Date 8/01/1956
Recorded.. Book NOT , Page File
Desc..... 029N 112W 024
E/2, E/2NW/4

029N 112W 025
S/2, S/2N/2, N/2NE/4

029N 112W 035
ALL

AFFIDAVIT OF PRODUCTION

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

282474

RECORDED Jan. 30 2001 9:20AM
IN BOOK 117 OG PAGE 175
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

J. Michael Schween, being first duly sworn, deposes and says:

That he is an Agent and Attorney-in-fact for EOG Resources, Inc. which corporation is authorized to do business in the State of Wyoming;

That said corporation is the owner of an interest and operator of the following described oil and gas leases insofar as the cover the lands hereinafter described:

Date: January 29th, 1998
Lessor: Daniel E. Chapel
Lessee: Hanson & Strahn, Inc.
Description: Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE1/4SW1/4
Section 25: Lots 2(39.91), 5(30.84), N1/2NW1/4, SE1/4NW1/4
Section 26: Lots 1(5.87), 7(8.44), and all that part of the Green River riparian thereto;
Containing 295.27 acres, more or less.

Date: December 14, 1997
Lessor: Rock Springs National Bank, Successor Trustee for the Fear Family Trust
Lessee: Hanson & Strahn, Inc.
Description: Township 28 North, Range 112 West, 6th P.M.
Section 24: Lots 9(13.79), 11(36.42), SE1/4SW1/4
Section 25: Lots 2(39.91), 5(30.84), N1/2NW1/4, SE1/4NW1/4
Section 26: Lots 1(5.87), 7(8.44), and all that part of the Green River riparian thereto;
Containing 295.27 acres, more or less.

Located in Sublette County, Wyoming.

That said leases were for a term of three (3) years, granted the lessee the right to extend said leases for an additional three years, and said leases shall continue in effect as long thereafter as oil and gas is or can be produced from said lands;

That oil and gas is being produced from the Chapel 10-25 located in the NW1/4 of Section 25, Township 28 North, range 112 West, 6th P.M., which production is reasonably expected to continue for an indefinite period in the future from and after this date, and after the definite term of said leases. Said leases are valid and subsisting and will continue in full force and effect after the definite term thereof, as extended as to all of the lands covered by said leases, as provided by the terms and provisions of said leases and any amendments thereto;

EOG RESOURCES, INC.

J. Michael Schween, Agent and Attorney-in-fact

STATE OF Colorado)
) ss
COUNTY OF Denver)

Subscribed and sworn to before me this _____ day of _____, 2000.

My Commission expires:

Notary Public:

STATE OF Colorado)
) ss
COUNTY OF Denver)

ACKNOWLEDGEMENT (FOR USE BY CORPORATION)

On this 12th, day of January, 2000~~1~~, before me personally appeared, J. Michael Schween, _____, to me personally known, who, being by me duly sworn, did say that he is the Agent and Attorney-in-fact of EOG Resources, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. Michael Schween acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of January, 2001. ~~2000.~~

(SEAL) BETTY A. HERROLD NOTARY PUBLIC STATE OF COLORADO

My commission expires: July 26, 2002

Betty A. Herrold
Notary Public
address 600 17th Street, Ste 1100-N
Denver, CO 80202

176

RECORDED Feb 1 2001 10:45 AM
IN BOOK 117 OAB PAGE 176
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Gordon

282505

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to CAMWEST EXPLORATION LLC, whose address is 1825 Lawrence Street, Suite 300, Denver, Colorado 80202, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 25th day of February, 2000.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 25th day of February, A.D. 2000, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of February, A.D. 2000.

PEGGY J. LOPEZ NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES MAR. 19, 2003

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

EXHIBIT A

Lessor	Lessee	Description	County/ State	Date/ Eff. Date	Recorded
Catherine Canestrini, a widow	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/400 2/10/00
Anne M. Case, aka Ann M. Case, aka Ann Marie Case, a widow	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/390 2/10/00
John B. Erramouspe and Wilma Erramouspe, his wife	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/409 2/10/00

EXHIBIT A

Lessor	Lessee	Description	County/ State	Date/ Eff. Date	Recorded
Grace V. Mossman and John Mossman, her husband	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/456 2/10/00
Bernadette M. Gosar, a married woman dealing in her sole and separate property	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/447 2/10/00
Joseph J. Erramouspe, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/418 2/10/00

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EXHIBIT A

Lessor	Lessee	Description	County/ State	Date/ Eff. Date	Recorded
Paul S. Erramouspe and Suzan Erramouspe, aka Susan Erramouspe, his wife	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/437 2/10/00
Margaret L. Sellyei, also known as Marguerite Louise Sellyei, and Joseph Sellyei, her husband	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/465 2/10/00
Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman	Hanson & Strahn, Inc.	Township 29 North, Range 106 West, 6th P.M. Section 26: SE1/4SE1/4 Section 34: SE1/4SE1/4 Section 35: N1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SW1/4SW1/4 Township 28 North, Range 107 West, 6th P.M. Section 06: NW1/4SE1/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW1/4SW1/4	Sublette Wyoming	12/14/99 12/14/99	113/427 2/10/00

RECORDED Feb. 1 2001 10:45AM
IN BOOK 117 O+G PAGE 180
FEES $12.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

282506

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to CAMWEST EXPLORATION LLC, whose address is 1825 Lawrence Street, Suite 300, Denver, Colorado 80202, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 25th day of February, 2000.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 25th day of February, A.D. 2000, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of February, A.D. 2000.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2003

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
SUBLETTE COUNTY WYOMING							
Catherine Canestrini, a widow	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/397 2-10-00
Anne M. Case, aka Ann M. Case, aka Ann Marie Case, a widow	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lots 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/387 2-10-00
John B. Erramouspe and Wilma Erramouspe, his wife	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lots 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/406 2-10-00
Grace V. Mossman and John Mossman, her husband	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/453 2-10-00
Bernadette M. Gosar, a married woman dealing in her sole and separate property	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/444 2-10-00
Joseph J. Erramouspe, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/415 2-10-00
Paul S. Erramouspe and Suzan Erramouspe, aka Susan Erramouspe, his wife	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/434 2-10-00

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Margaret L. Sellyei, aka Marguerite Louise Sellyei , and Joseph Sellyei, her husband	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/462 2-10-00
Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 4: Lot 2(44.67), 3(44.63), 4(44.60) 5: Lot 1(44.81), SE1/4SE1/4 8: E1/2NE1/4, SW1/4NE1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/424 2-10-00
Catherine Canestrini, a widow	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/403 2-10-00
Anne M. Case, aka Ann M. Case, aka Ann Marie Case, a widow	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/394 2-10-00
John B. Erramouspe and Wilma Erramouspe, his wife	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/412 2-10-00
Grace V. Mossman and John Mossman, her husband	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/459 2-10-00

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EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Bernadette M. Gosar, a married woman dealing in her sole and separate property	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/450 2-10-00
Joseph J. Erramouspe, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/421 2-10-00
Paul S. Erramouspe and Suzan Erramouspe, aka Susan Erramouspe, his wife	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/441 2-10-00
Margaret L. Sellyei, aka Marguerite Louise Sellyei, and Joseph Sellyei, her husband	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/469 2-10-00
Mary Jean Erramouspe, aka Mary Jeanne Erramouspe, and aka Sister Miriam Grace, a single woman	Hanson & Strahn, Inc.	Township 28 North, Range 106 West, 6th P.M. 17: W1/2NW1/4 18: SE1/4NE1/4, SE1/4SW1/4, W1/2SE1/4 19: NE1/4NW1/4 23: SW1/4 26: NW1/4NW1/4	Sublette County	Wyoming	12-14-99	12-14-99	113/431 2-10-00

183

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 92-00196 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 29 North, Range 108 West
Section 16: ALL

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

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above

282508

RECORDED Feb. 1 2001 11:15a M
IN BOOK 117 OAG PAGE 184
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By - Yvonneda M. Martin
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 92-00196 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000**.

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00**.

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

[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 93-00554 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 109 West
Section 36: ALL

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

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

282509

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

RECORDED Feb 1 2001 11:15AM
IN BOOK 117 046 PAGE 187
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

Page 1 *of* 2 *of Lease #* 93-00554 *assignment dated* **December 15, 2000**
but effective December 1, 2000

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SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By - Yvonneda M. Martin
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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]

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 93-00554 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000**.

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

190

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

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

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

Wyoming Oil & Gas Lease Serial Number 92-00412 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 108 West
Section 36: ALL

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

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

RECORDED Feb. 1 2001 11:15 AM
IN BOOK 117 O+G PAGE 190
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

3) ASSIGNEE, with name and address at:

282510

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, 0%

This assignment is subject to any exisiting 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.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By - John W. Martin	By - Yvonneda M. Martin
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Assignee (3) -
By - John W. Martin	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 92-00412 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually.**

Witness my hand and official seal.

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

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

My commission expires: 6 April 2003

****

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 93-00553 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 109 West
Section 16: ALL

282511

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

RECORDED Feb. 1 2001 11:15AM
IN BOOK 117 Q+6 PAGE 193
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this **15th** day of **December**, **2000**.

ASSIGNOR - **John W. Martin**	Assignee (1) - **Yvonneda M. Martin**
By -	By -
Title -	Title -
Attest -	Attest -
Assignee (2) - **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00**	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, 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 Leases 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]

[redacted] [redacted] [redacted]

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 93-00553 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

196

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 93-00114 Assignment Approval Date - _____

ASSIGNOR, with name and address at, **John W. Martin**
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 30 North, Range 110 West
Section 36: ALL

282512

RECORDED Feb. 1 20 01 11:15a M
IN BOOK 117 OTG PAGE 196
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

1) ASSIGNEE, with name and address at: **Yvonneda M. Martin**
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:
John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, 0%

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By -
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 93-00114 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
Notary Public

SEAL

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00**.

Witness my hand and official seal.

Thomas R Blevins
Notary Public

SEAL

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000 By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

SEAL

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

My commission expires: 6 April 2003

****

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 93-00109 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 29 North, Range 109 West
Section 16: ALL

282513

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

RECORDED Feb. 1 2001 11:15AM
IN BOOK 117 MG PAGE 199
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, 0%

This assignment is subject to any exisiting 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.

199

200

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By - Yvonneda M. Martin
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 93-00109 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins
Notary Public

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

My commission expires: _____

****

202

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 92-00365 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.840 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 29 North, Range 108 West
Section 36: ALL (as to horizons from the surface to the Base of the Mesa Verde formation as defined in Stipulation recorded in the records of Sublette County, Wyoming in Book 114 of Oil & Gas at page 203).

282514

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

RECORDED Feb. 1 2001 11:15 A.M.
IN BOOK 117 OF G PAGE 202
FEES $10.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Euston

1) ASSIGNEE, with name and address at: **Yvonneda M. Martin**
1811 Miracle Drive
Casper, WY 82609

0.0714 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

0.7686 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By -
Title -	Title -
Attest -	Attest -

Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 92-005605 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000**.

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually**.

Witness my hand and official seal.

Thomas R Blevins
SEAL THOMAS R. BLEVINS- NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires April 6, 2003 Notary Public

My commission expires: 6 April 2003

****

[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 92-00365 Assignment Approval Date - _____

ASSIGNOR, with name and address at,

John W. Martin
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.600 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 29 North, Range 108 West
Section 36: ALL (as to horizons below the Base of the Mesa Verde formation).

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

1) ASSIGNEE, with name and address at:

Yvonneda M. Martin
1811 Miracle Drive
Casper, WY 82609

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

3) ASSIGNEE, with name and address at:

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00
1811 Miracle Drive
Casper, WY 82609

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

282515

RECORDED Feb. 1 2001 11:15AM
IN BOOK 117 Misc PAGE 205
FEES $ 0.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

Page 1 *of* 2 *of Lease #* 90-00365 *assignment dated* December 15, 2000
but effective December 1, 2000

202

SIGNED AS TO TRANSFER AND ACCEPTANCE this **15th** day of **December**, **2000**.

ASSIGNOR - **John W. Martin**	Assignee (1) - **Yvonneda M. Martin**
By -	By - Yvonneda M. Martin
Title -	Title -
Attest -	Attest -
Assignee (2) - **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00**	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, 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 Leases 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]

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 92-00365 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins

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

My commission expires: 6 April 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Thomas R Blevins

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

My commission expires: 6 Apr. 2003

****

STATE OF Wyoming)
)§ **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

Thomas R Blevins

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

My commission expires: 6 Apr. 2003

****

208

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 92-00199 Assignment Approval Date - _____

ASSIGNOR, with name and address at, **John W. Martin**
1811 Miracle Drive
Casper, WY 82609

being the owner of 0.750 percent **Overriding Royalty Interest**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

Township 29 North, Range 109 West
Section 36: ALL

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

1) ASSIGNEE, with name and address at: **Yvonneda M. Martin**
1811 Miracle Drive
Casper, WY 82609

0.06375 percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at: **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00**
1811 Miracle Drive
Casper, WY 82609

0.68625 percent interest in the total leasehold, or as described in particular above.

282516

RECORDED Feb. 1 2001 11:15 A.M.
IN BOOK 117 OR GAS PAGE 208
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, **0%**

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of December , 2000 .

ASSIGNOR - John W. Martin	Assignee (1) - Yvonneda M. Martin
By -	By -
Title -	Title -
Attest -	Attest -
Assignee (2) - John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	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, 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 Leases 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.

Attached to and made a part of that certain State of Wyoming Overriding Royalty Interest Assignment for **Lease Serial Number** 91-00199 from **John W. Martin** into **John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin** dated effective **December 1, 2000.**

****

STATE OF Wyoming)
)§
COUNTY OF Natrona).

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by **John W. Martin, individually.**

Witness my hand and official seal.

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

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **John W. Martin, as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

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

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15 day of December, 2000, By **Yvonneda M. Martin, individually.**

Witness my hand and official seal.

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

****

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, BARRETT RESOURCES CORPORATION, with an address of 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, Colorado 80202, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has RELEASED, RELINQUISHED and QUITCLAIMED and by these presents does RELEASE, RELINQUISH and QUITCLAIM into the lawful owners, all right, title and interest in and to the oil and gas lease listed below and situated in Sublette County, Wyoming:

Lessor:	The Milleg Partnership
Lessee:	Baseline Minerals, Inc.
Dated:	September 22, 1995
Recorded:	Book 103, Page 1
Description:	Township 29 North, Range 114 West Section 24: E/2NE/4 Township 29 North, Range 113 West Section 18: Lot 4, N/2SE/4, SW/4SE/4, SE/4SW/4 Section 19: Lot 1 Sublette County, WY

Executed this 22nd day of January, 2001.

282523

BARRETT RESOURCES CORPORATION

RECORDED Feb. 2 2001 8:40AM
IN BOOK 117 O&G PAGE 211
FEES $ 10.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Joseph P. Barrett
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned Notary Public, in and for said county and state, on this 22nd day of January, 2001, personally appeared Joseph P. Barrett, who being by me duly sworn, did say that he is the Attorney-in-Fact of BARRETT RESOURCES CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Joseph P. Barrett acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires
5/22/2003

Notary Public

PATTIE RIVES NOTARY PUBLIC STATE OF COLORADO

When Recorded Please return
to: W.H. SMITH
1181 LAS POSADAS RD
ANGWIN, CA. 94508

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, William W. Whitley, 255 S. Milwaukee Street, Denver, Colorado 80209, herein called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign and set over unto

W.H. Smith and Joan A. Smith..... 0.00375% of 100%
1181 Las Posadas Road
Angwin, California 94508

hereinafter referred to as "Assignees", 40% of Assignor's overriding royalty of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease as set forth below:

U. S. Oil and Gas Lease #W-102717

Township 29 North, Range 107 West, 6th PM
Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2

Containing 1,284.80 acres, more or less

Together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with the lease, the lands and units.

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

TO HAVE AND TO HOLD the described lease, lands and easements with all and singular the rights, privileges and appurtenances thereunto or in anyway belonging to said Assignees herein, their heirs, executors, administrator, personal representatives, successors and assigns forever, and Assignor hereby warrants and agrees to defend title to the lease and the overriding royalty unto the said Assignees herein, their respective heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever claiming or to claim the same or any part hereof by, through or under the Assignor, but not otherwise.

282532

RECORDED Feb. 2 2021 3:50 PM
IN BOOK 117 OTG PAGE 212
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest this 17 day of January, 2001, but effective as of 12:01 AM, 1st day of January, 2001.

William W. Whitley, Assignor

STATE OF COLORADO

CITY AND COUNTY OF DENVER

Before me, the undersigned, a Notary Public in and for the said County and State on this 17th day of January, 2001, personally appeared William W. Whitley to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed same as his free and voluntary act and deed for the use and purposes herein set forth.

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

Marianne Jackson, Notary Public
360 South Monroe, No 317
Denver, CO 80209

My commission expires September 15, 2004

[Jonah Field - PPR Combined]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is dated as of the Effective Date (defined herein) and is by and among Edward M. Warner, whose address is 1625 Larimer Street, #2005, Denver, Colorado 80202 ("Seller"), and Williams Production Rocky Mountain Company, a Delaware corporation whose address is One Williams Center, Tulsa, Oklahoma 74172 ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated December 28, 2000 (the "Asset Purchase Agreement") Seller has agreed to sell and Buyer has agreed to purchase the Assets.

NOW, THEREFORE, in consideration of the sum of one hundred dollars ($100.00) and other valuable consideration, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, Seller hereby sells, transfers, assigns and delivers unto Buyer, all of the Assets.

For purposes of this Agreement, the following terms shall be defined as follows:

"Assets" means all of the rights, titles and working interests of Seller in and to, the Properties, the Production, the Contracts, the Equipment, and the Property Records.

"Contracts" means all of the rights, title and interest of Seller, to the extent assignable, in and to the contracts that govern or relate to the ownership or operation of the Leases (including the wells, facilities and equipment associated therewith and the production therefrom) and the Lease Rights, including but not limited to acreage contribution agreements, assignments, bidding agreements, bottom-hole agreements, contribution agreements, drilling contracts, dry-hole agreements, exploration agreements, development agreements, farm-in and farmout agreements, gas balancing agreements, joint venture agreements, production sales, marketing and/or brokerage contracts, gas processing agreements, operating agreements, participation agreements, service contracts, storage contracts, gathering agreements, transportation agreements, treating contracts, water rights agreements and the unitization, unit operating, communitization and pooling declarations, agreements and orders that create or govern units.

"Leases" means (i) all of the leasehold working interests of Seller in and to the oil, gas and/or mineral leases and lands described in Exhibit A hereto, whether or not such interests are correctly described in Exhibit A, and (ii) all of Seller's right, title, and interest in and to the existing wells and wellbores located on such leases and lands described in Exhibit A (or leases or lands pooled or unitized therewith), including without limitation those set forth on Exhibit B hereto; but specifically excluding the Seller ORI's.

282555

RECORDED Feb. 6 2001 2:20 PM
IN BOOK 117 O&G PAGE 214
FEES $ 84.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

GDK\54451\367312.01

"Lease Rights" means all of the rights, titles and interests of Seller in and to the contractual rights to interests in the Leases and in all units in which such Leases are pooled, communitized or unitized, and in any other oil, gas and/or mineral leases or assets arising pursuant to the terms of the agreements and contracts listed on Exhibit A-1 hereto, and any other rights and agreements or contracts affecting or relating to the Leases, or to production from the Leases, whether or not listed on Exhibit A-1, including any tenements, appurtenances, surface leases, easements, permits, licenses, servitudes, franchises or rights of way.

"Production" means all of the rights, titles and interest of Seller in and to oil, natural gas, condensate, natural gas liquids, and other hydrocarbons or products produced from or attributable to the Leases or the Lease Rights from and after the Effective Date.

"Properties" means, collectively, the Leases and the Lease Rights.

"Property Records" means, collectively, (i) the lease files, division order files, contract files, title opinions, suspense records, (payable or receivables, and/or any other suspense type records) production records, any inventories of equipment and property, all contracts with third parties, together with all other files, documents and records in the possession and/or control of Seller related to the Assets (to the extent Seller has the right to deliver such documents), other than documents subject to the attorney-client privilege; and (ii) copies of accounting and tax records of Seller (and its predecessors) pertaining to the Assets. The foregoing specifically shall not include any data or documents which (i) Seller considers to be proprietary or confidential to it and which is not relevant for the ownership or operation of the Assets after the date hereof, (ii) is not related to the Assets, or (iii) which Seller cannot legally provide to a third party without breaching confidentiality agreements (or other agreements with similar effect) with other parties.

Seller hereby EXCEPTS from the interests assigned herein all of Seller's right, title and interest in any and all overriding royalty interests affecting the Properties as of the Effective Date. In addition to his interest in existing overriding royalty interests, Seller hereby EXCEPTS AND RESERVES from the interests assigned herein a new overriding royalty interest equal to the difference, if any, between (i) the total of all royalties, overriding royalties, and other burdens affecting Seller's leasehold working interest in the Properties as of the Effective Date, and (ii) 20%. The overriding royalty interest reserved herein in each of the Properties shall be proportionately reduced to the extent of Seller's leasehold working interest in such Property. The overriding royalty interest reserved herein shall be paid on the value of all oil, gas, casinghead gas and other substances produced, saved and sold or attributable to the Properties.

THE ASSIGNMENTS MADE HEREIN 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 SELLER BUT NOT OTHERWISE; SPECIFICALLY IN THIS CONNECTION, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EQUIPMENT, OTHER PERSONAL PROPERTY, AND FIXTURES ARE TRANSFERRED

AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE ASSETS ARE ASSIGNED AND CONVEYED WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

Except as otherwise specifically provided in the Assets Purchase Agreement, Buyer assumes, and agrees to timely pay and perform, all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets and hereby releases, indemnifies and agrees to hold Seller 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 Closing 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 Buyer) shall include all matters arising out of the condition of the Assets on the Closing Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Properties, to restore the surface of the Properties and to comply with, or to bring the Properties 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 Properties), and the assumptions, and indemnifications by Buyer set forth in this paragraph shall expressly cover and include such matters. **THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF SELLER OR ANY PARTY OR ENTITY AFFILIATED WITH SELLER, OR (ii) STRICT LIABILITY.**

Buyer will give Seller and its predecessors in title, and their attorneys and other representatives access at all reasonable times and upon reasonable notice for a period of one (1) year from and after the Closing, to all Property Records delivered by or on behalf of Seller in connection with the transactions contemplated hereby and shall permit Seller and its predecessors in interest to make copies of any such Property Records.

This Agreement is subject to the Asset Purchase Agreement, and this Agreement together with the Asset Purchase 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.

This Agreement may be executed in several counterparts all of which are identical. All such counterparts together shall constitute one and the same instrument.

Buyer shall properly execute, acknowledge, and file this instrument of record immediately upon receipt thereof, and will furnish to Seller the recording data promptly after Buyer receives such recorded instrument from the clerk in each county in which this instrument is recorded.

Assignor has executed or will execute separate assignments of those Leases which are issued by, and the assignment of which is required to be filed with and approved by, the United States of America or the State of Wyoming. Such separate assignments are on forms prescribed by such governmental entities, but are not intended to modify any of the terms, covenants and warranties set forth herein. Such assignments shall not create any additional covenants or warranties of or by Assignor but shall be deemed to contain all of the terms and provisions hereof as fully and to all intents and purposes as though the same were set forth in such separate assignments.

This Agrcement shall be effective as of 7:00 a.m., local time at the location of the Assets, on November 1, 2000 (the "Effective Date").

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.

SELLER

EDWARD M. WARNER

BUYER

SG Legal

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

By: _____
Name: Bryan Guderian
Title: VP

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

The foregoing instrument was acknowledged before me this 28th day of December, 2000, by EDWARD M. WARNER, an individual.

Witness my hand and official seal.

My commission expires: January 29, 2003

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 17 day of January 2001, personally appeared before me, Bryan Gudersen who being by me duly sworn (or affirmed), did say, that he is the Vice President of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by resolution of its board of directors, as the case may be), and said Bryan Gudersen acknowledged to me that said corporation executed the same.

In witness whereof I hereunto set my hand and official seal.

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

Shirley A. Davis
Notary Public in and for the State of Oklahoma

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-125946	1/1/92	Township 28 North, Range 108 West, 6th P.M. Section 23: SW/4, NE/4	88	367
WYW-125947	1/1/92	Township 28 North, Range 108 West, 6th P.M. Section 26: SW/4, NE/4 Section 27: SW/4, NE/4 Section 28: SW/4, NE/4	88	369
WYW-125948	1/1/92	Township 29 North, Range 108 West, 6th P.M. Section 20: SW/4, NE/4	88	371
WYW-125949	1/1/92	Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1, 2, E/2 NW/4, SE/4 Section 30: Lots 1, 2, E/2 NW/4, SE/4 Section 31: Lots 1, 2, E/2 NW/4, SE/4	88	373
WYW-125952	1/1/92	Township 29 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: NW/4, SE/4 Section 23: NW/4, SE/4 Section 24: NW/4, SE/4 Section 24: SW/4 NE/4 From surface to base Mesaverde Section 24: N/2 NE/4, SE/4 NE/4 From surface to base Mesaverde	88	379
WYW-125953	1/1/92	Township 29 North, Range 109 West, 6th P.M. Section 15: NW/4 Section 22: NW/4, SE/4	88	381
WYW-125954	1/1/92	Township 29 North, Range 109 West, 6th P.M. Section 25: NW/4, SE/4	88	383

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Pg
WYW-126474	2/1/92	Township 27 North, Range 108 West, 6th P.M. Section 18: Lots 3, 4, E/2 SW/4 Section 19: Lots 3, 4, E/2 SW/4, NE/4 Section 20: NE/4, SW/4	88	456
WYW-126473	3/1/92	Township 27 North, Range 108 West, 6th P.M. Section 4: Lots 1, 2, S/2 NE/4, SW/4	88	455
WYW-100902	8/1/86	Township 29 North, Range 108 West, 6th P.M. Section 34: SW/4	79	337
WYW-107206	10/1/87	Township 28 North, Range 108 West, 6th P.M. Section 13: SW/4, NE/4 Section 24: SW/4, NE/4	88	403
WYW-100901	10/1/87	Township 28 North, Range 108 West, 6th P.M. Section 14: NE/4, N/2 SW/4, SE/4 SW/4	88	405
WYW-118151	12/1/89	Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 3, 4, S/2 SW/4	88	590
WYW-118152	12/1/89	Township 28 North, Range 108 West, 6th P.M. Section 31: Lots 3, 4, NE/4, E/2 SW/4	84	585
WYW-118153	12/1/89	Township 28 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4 Section 34: NE/4, SW/4 Section 35: NE/4, SW/4	84	580
WYW-118154	12/1/89	Township 29 North, Range 108 West, 6th P.M. Section 9: NE/4, SW/4 Section 17: NE/4, SW/4	84	574

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EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-118163	12/1/89	Township 29 North, Range 109 West, 6th P.M. Section 20: NW/4, SE/4 Section 21: NW/4, SE/4 Section 28: NW/4, SE/4	84	568
WYW-118164	12/1/89	Township 29 North, Range 109 West, 6th P.M. Section 26: NW/4, SE/4 Section 27: NW/4, SE/4	84	562
ST WY 92-00196	4/2/92	Township 29 North, Range 108 West, 6th P.M. Section 16: NE/4, SW/4	88	445
ST WY 92-00199	4/2/92	Township 29 North, Range 109 West, 6th P.M. Section 36: NW/4, SE/4	88	448
WYW-126676	5/1/92	Township 29 North, Range 107 West, 6th P.M. Section 33: N/2 NE/4, SW/4	88	471
WYW-126677	5/1/92	Township 29 North, Range 108 West, 6th P.M. Section 13: SE/4 NW/4, NW/4 SE/4	88	470
WYW-127189	7/1/92	Township 27 North, Range 107 West, 6th P.M. Section 5: Lots 1, 2, S/2 NE/4, SW/4	88	732
WYW-127190	7/1/92	Township 27 North, Range 107 West, 6th P.M. Section 14: NE/4, SW/4	88	735
WYW-127191	7/1/92	Township 28 North, Range 107 West, 6th P.M. Section 18: Lots 3, 4, NE/4, E/2 SW/4	88	738
WYW-127192	7/10/92	Township 29 North, Range 107 West, 6th P.M. Section 19: Lots 3, 4, NE/4, E/2 SW/4	88	741

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
		Section 20: N/2 SW/4, SE/4 SW/4 Section 28: SW/4 Section 29: NE/4, SW/4		
WYW-127193	7/1/92	Township 29 North, Range 107 West, 6th P.M. Section 33: S/2 NE/4	88	744
WYW-120908	8/1/90	Township 29 North, Range 107 West, 6th P.M. Section 17: NE/4, SW/4 Section 20: NE/4 Section 28: NE/4	88	717
WYW-127749	11/1/92	Township 29 North, Range 108 West, 6th P.M. Section 15: NE/4, SW/4 Section 22: NE/4, SW/4	92	198
WYW-127853	12/1/92	Township 27 North, Range 107 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2 NE/4, E/2 SW/4 Township 27 North, Range 108 West, 6th P.M. Section 1: Lots 1, 2, S/2 NE/4, SW/4 Section 12: NE/4, SW/4	92	200
WYW-127854	12/1/92	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 3, 4, NE/4, E/2 SW/4 Section 20: NE/4, SW/4 Section 21: NE/4, SW/4	92	202
ST WY 92-00412	12/1/92	Township 28 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	91	363
WYW-128703	3/1/93	Township 29 North, Range 108 West, 6th P.M. Section 10: NE/4, SW/4 Section 14: NE/4, N/2 SW/4	92	12

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EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
ST WY 93-00109	4/2/93	Township 29 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	92	273
WYW-130232	9/1/93	Township 28 North, Range 109 West, 6th P.M. Section 11: NW/4, SE/4	93	321
WYW-122309	11/1/90	Township 28 North, Range 108 West, 6th P.M. Section 32: NE/4, SW/4	111	73
WYW-128039	1/1/93	Township 28 North, Range 109 West, 6th P.M. Section 10: NW/4, SE/4 Section 14: NW/4, SE/4	92	407
WYW-130730	12/1/93	Township 28 North, Range 109 West, 6th P.M. Section 2: Lots 1, 2, S/2 SE/4 Section 3: Lots 1, 2, S/2 SE/4	94	461
ST WY 93-00553	12/2/93	Township 28 North, Range 109 West, 6th P.M. Section 16: NW/4, SE/4	96	3
ST WY 93-00554	12/2/93	Township 28 North, Range 109 West, 6th P.M. Section 36: NE/4, SW/4	96	5
WYW-127856	12/1/92	Township 28 North, Range 107 West, 6th P.M. Section 23: E/2 SE/4 Section 26: E/2 NE/4	96	295
WYW-114848	1/25/89	Township 27 North, Range 109 West, 6th P.M. Section 11: NW/4 NE/4, SW/4	96	554
WYW-115608	3/21/89	Township 27 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, 6, 7, S/2 NE/4, E/2 SW/4	96	556

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-133071	8/1/94	Township 28 North, Range 109 West, 6th P.M. Section 4: Lot 1, SW/4 SE/4 Section 9: NW/4, SE/4	97	459
WYW-133073	12/1/92	Township 29 North, Range 109 West, 6th P.M. Section 34: S/2 NW/4	97	461
WYW-134684	5/1/92	Township 29 North, Range 107 West, 6th P.M. Section 32: NE/4, SW/4 Section 32: NW/4, SE/4	88	471
WYW-102717	11/18/86	Township 29 North, Range 107 West, 6th P.M. Section 30: Lots 3, 4, E/2 SW/4, NE/4 Section 31: Lots 3, 4, E/2 SW/4, NE/4	98	423
WYW-118162	11/6/89	Township 29 North, Range 109 West, 6th P.M. Section 17: NW/4, SE/4	115	161
WYW-127204	8/1/92	Township 28 North, Range 109 West, 6th P.M. Section 4: Lots 2, SE/4 SE/4	111	83
WYW-141878	1/1/92	Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1, 2, E/2 NW/4, SE/4	105	560
WYW-141881	1/1/93	Township 28 North, Range 109 West, 6th P.M. Section 25: NE/4, SW/4	92	407
WYW-141884	8/1/94	Township 29 North, Range 109 West, 6th P.M. Section 19: Lot 2, NE/4 NW/4, NE/4 SE/4, SW/4 SE/4	97	461
WYW-141998	10/1/87	Township 28 North, Range 108 West, 6th P.M. Section 12: NE/4, SW/4	115	88

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EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-142001	7/1/92	Township 27 North, Range 107 West, 6th P.M. Section 23: NE/4, SW/4	88	735
WYW-142000	1/1/92	Township 28 North, Range 108 West, 6th P.M. Section 29: NE/4, SW/4	115	166
WYW-141999	12/1/89	Township 28 North, Range 108 West, 6th P.M. Section 33: NE/4, SW/4	84	580
WYW-141756	11/1/92	Township 29 North, Range 108 West, 6th P.M. Section 25: NE/4, SW/4	92	198
WYW-144998	5/1/92	Township 29 North, Range 108 West, 6th P.M. Section 11: SW/4 NW/4, SW/4, SW/4 SE/4	88	470
WYW-147795	3/1/92	Township 27 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, S/2 NE/4, SW/4 Section 8: NE/4, SW/4	88	455
WYW-147797	7/1/92	Township 28 North, Range 107 West, 6th P.M. Section 5: SW/4 Section 17: NE/4, SW/4	88	738
WYW-147798	12/1/92	Township 27 North, Range 107 West, 6th P.M. Section 7: Lots 3, 4, E/2 SW/4	92	200
WYW-147796	7/1/92	Township 27 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2 NE/4, SW/4 Section 7: NE/4 Section 8: NE/4 Section 17: SW/4 NE/4, SW/4	88	732

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
WYW-148026	12/1/89	Township 28 North, Range 108 West, 6th P.M. Section 30: Lots 3, 4, NE/4, E/2 SW/4	84	585
Arambel, Mary L., Trustee	8/20/98	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4 SW/4	108	674
WYW-102732	11/18/86	Township 27 North, Range 108 West, 6th P.M. Section 17: SE/4 Section 23: SW/4	98	421
WYW-133051	8/1/94	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2 NE/4, SW/4 Section 5: Lots 1, 2, S/2 NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2 NE/4, E/2 SW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4	97	457
WYW-133052	8/1/94	Township 30 North, Range 107 West, 6th P.M. Section 34: SW/4	97	458
WYW-141753	8/1/90	Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 15: NE/4, SW/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4	115	102
WYW-141755	7/1/92	Township 29 North, Range 107 West, 6th P.M. Section 34: W/2 SW/4	88	744

EXHIBIT "A"

LEASES - JONAH

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
ST WY 92-00198	4/2/92	Township 30 North, Range 108 West, 6th P.M. Section 36: NE/4, SW/4	88	447

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **JOHN W. MARTIN**, 1811 Miracle Drive, 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, **ALL** of Assignor's right, title and interest in and to any overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved and marketed 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 unto the following parties in the amounts shown:

ASSIGNEE	**INTEREST CONVEYED**
YVONNEDA M. MARTIN 1811 Miracle Drive Casper, WY 82609	*8.5%*
JONAH, LLC 1811 Miracle Drive Casper, WY 82609	*91.5%*

The interests conveyed herein are the same interests conveyed to Assignor in that certain Assignment of Overriding Interest from McMurry Oil Company to John W. Martin, et al, dated as of November 30, 1992 and recorded in the records of Sublette County, Wyoming on January 6, 1993 in Book 91 of Oil and Gas at page 371 which assignment was amended by Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000 and recorded in the records of Sublette County, Wyoming on August 16, 2000 in Book 115 of Oil and Gas at page 694. All of the interests conveyed herein are conveyed subject to the terms of said assignment and amendment thereof.

THIS assignment is made without warranty of title, express or implied, and is executed to be effective as of the **1st** day of **December, 2000**.

By: _____
John W. Martin

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

SUBSCRIBED AND SWORN TO before me by **John W. Martin, individually**, on this 30th day of January, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public: _____

My Commission Expires 11/30/2002

282557

RECORDED Feb 16 2001 3:00 PM
IN BOOK 117 O&G PAGE 228
FEES $ 33.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Gordon

[redacted] [redacted] [redacted]

EXHIBIT "A"

PROPERTY NAME:	New Fork Unit
DIVISION ORDER NO.:	49-035-025323-001
FEDERAL LEASE NO.:	W-026026
LESSOR:	U.S.A.
LESSEE:	Elizabeth Rawson
DATE OF LEASE:	April 1, 1950
RECORDING DATA:	Book 12, Page 246
DESCRIPTION:	Township 31 North, Range 109 West Section 12: Lot 5; All of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 5, 6, 7 of Section 12, and Lots 7 and 8 of Section 15, containing 121.95 acres, more or less. Sublette County, Wyoming.

FEDERAL LEASE NO.:	W-026025
LESSOR:	U.S.A.
LESSEE:	Griselda M. Bennett
DATE OF LEASE:	April 1, 1950
RECORDING DATA:	Book 12, Page 251
DESCRIPTION:	Township 31 North, Range 109 West Section 15: Lots 7, 8, E/2SW/4, SE/4; Section 22: NW/4, E/2; Section 23: W/2; Section 26: All; Section 27: E/2NE/4; Section 35: N/2NE/4, containing 1, 897.34 acres, more or less. Sublette County, Wyoming.

FEDERAL LEASE NO.:	W-06269
LESSOR:	U.S.A.
LESSEE:	Donald B. Anderson
DATE OF LEASE:	June 1, 1951
RECORDING DATA:	Book 12, Page 113
DESCRIPTION:	Township 31 North, Range 109 West Section 35: W/2, S/2NE/4, containing 400 acres, more or less. Sublette County, Wyoming.

FEDERAL LEASE NO.:	W-06270
LESSOR:	U.S.A.
LESSEE:	Donald B. Anderson
DATE OF LEASE:	April 24, 1951
RECORDING DATA:	Book 12, Page 106
DESCRIPTION:	Township 31 North, Range 109 West Section 1: Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4; Section 2: Lots 1, 2, S/2NE/4; Section 9: S/2SE/4; Section 10: W/2; Section 12: Lots 6, 7, S/2SE/4, NE/4SE/4, containing 1,021.35 acres, more or less. Sublette County, Wyoming.

FEDERAL LEASE NO.: W-06286
LESSOR: U.S.A.
LESSEE: Donald B. Anderson
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 127
DESCRIPTION: Township 32 North, Range 109 West
Section 27: NW/4; Section 28: NE/4; Section 35: N/2, SE/4, containing 800 acres, more or less.
Sublette County, Wyoming.

FEDERAL LEASE NO.: W-06283
LESSOR: U.S.A.
LESSEE: Floyd H. Schroeder
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 151
DESCRIPTION: Township 30 North, Range 108 West
Section 6: W/2 (being Lots 3-7, E/2SW/4, SE/4NW/4);
Section 7: NW/4 (being Lots 1, 2, E/2NW/4), containing 377.86 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.: W-144993 (segregated out of W-06283)
LESSOR: U.S.A.
LESSEE: Floyd H. Schroeder
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 151
DESCRIPTION: Township 31 North, Range 108 West
Section 19: Lots 1, 2, E/2NW/4, containing 120.76 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.: W-015314
LESSOR: U.S.A.
LESSEE: Edwin L. Guenzel
DATE OF LEASE: June 1, 1952
RECORDING DATA: Book 12, Page 144
DESCRIPTION: Township 30 North, Range 108 West
Section 8: S/2; Section 10: NE/4; Section 17: N/2; Section 22: NE/4; Section 23: NW/4, containing 1,120 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.: W-015316
LESSOR: U.S.A.
LESSEE: Fred M. Manning, Jr.
DATE OF LEASE: May 6, 1952
RECORDING DATA: Book 12, Page 179
DESCRIPTION: Township 30 North, Range 108 West
Section 3: SW/4; Section 4: NE/4

Township 31 North, Range 108 West
Section 29: NE/4: Section 33: NW/4, containing 630.32 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.:	W-016155
LESSOR:	U.S.A.
LESSEE:	Robert O. Anderson
DATE OF LEASE:	July 1, 1952
RECORDING DATA:	Book 12, Page 205
DESCRIPTION:	Township 30 North, Range 107 West Section 7: W/2SE/4; Section 18: All; Section 19: All; Section 20: W/2, W/2E/2, E/2SE/4; Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, containing 2,318.40 acres, more or less. Sublette County, Wyoming

FEDERAL LEASE NO.:	W-016158
LESSOR:	U.S.A.
LESSEE:	Phil D. Helmig
DATE OF LEASE:	July 1, 1952
RECORDING DATA:	Book 12, Page 29
DESCRIPTION:	Township 30 North, Range 107 West Section 7: Lots 1, 2, 3, 4, E/2W/2 Township 30 North, Range 108 West Section 25: All; Section 26: All; Section 34: NE/4, N/2SE/4, N/2NW/4; Section 35: N/2, N/2S/2, S/2SE/4,containing 2,475.20 acres, more or less. Sublette County, Wyoming

FEDERAL LEASE NO.:	W-016161
LESSOR:	U.S.A.
LESSEE:	Phil D. Helmig
DATE OF LEASE:	July 1, 1952
RECORDING DATA:	Book 12, Page 43
DESCRIPTION:	Township 30 North, Range 108 West Section 11: E/2E/2; Section 12: All; Section 13: All; Section 14: NE/4, N/2SE/4, SE/4SE/4; Section 24: All, containing 2,360 acres, more or less. Sublette County, Wyoming

FEDERAL LEASE NO.:	W-016162
LESSOR:	U.S.A.
LESSEE:	Phil D. Helmig
DATE OF LEASE:	July 1, 1952
RECORDING DATA:	Book 12, Page 36
DESCRIPTION:	Township 30 North, Range 108 West Section 1: Lots 2, 3, 4, SW/4NE/4, S/2NW/4, S/2; Section 2: All; Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4; Section 11: W/2E/2, NW/4; Section 27: E/2, E/2W/2, containing 2,352.17 acres, more or less. Sublette County, Wyoming

FEDERAL LEASE NO.:	W-06934
LESSOR:	U.S.A.
LESSEE:	R.A. Trombley
DATE OF LEASE:	July 1, 1951
RECORDING DATA:	Book 12, Page 200
DESCRIPTION:	Township 30 North, Range 108 West Section 6: SE/4; Section 7: S/2 Sublette County, Wyoming

Township 31 North, Range 108 West
Section 19: E/2
Sublette County, Wyoming

Township 30 North, Range 109 West
Section 11: SE/4; Section 12: S/2, containing 1,248.1 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.: W-06933
LESSOR: U.S.A.
LESSEE: S.J. Jelso
DATE OF LEASE: July 1, 1951
RECORDING DATA: Book 12, Page 231
DESCRIPTION: Township 31 North, Range 108 West
Section 17: SW/4; Section 18: E/2; Section 20: W/2
Sublette County, Wyoming

Township 30 North, Range 108 West
Section 7: NE/4, containing 960 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO.: W-018039
LESSOR: U.S.A.
LESSEE: Morris Kline
DATE OF LEASE: October 1, 1952
RECORDING DATA: Book 12, Page 226
DESCRIPTION: Township 30 North, Range 108 West
Section 3: SW/4SE/4; Section 14: SW/4SE/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
Section 33: NW/4NE/4, SW/4SE/4, containing 320 acres, more or less.
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as said leases cover the above described lands.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE I[redacted]R
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB [redacted]0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN -4 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.
MASS ASSIGNMENT

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Yvonneda M. Martin** **8.50%**
   Street **1811 Miracle Drive**
   City, State, ZIP Code **Casper, WY 82609**

*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 tha 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
Mass Assignment **See Exhibit 'A' Attached**					

282563

RECORDED Feb. 7 2001 2:50pM
IN BOOK 117 Oil & Gas PAGE 233
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cook

* Subject to that certain Amendment of Assignments of Overriding Royalty Interests dated effective June 1, 2000 and recorded in book 115 of Oil & Gas at page 694 of the records in Sublette County, Wyoming.

* This Assignment is made without warranty of title express or implied.

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.

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00 ***91.50%***
1811 Miracle Drive
Casper, WY 82609

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 21ST day of DECEMBER ,2000

Name of Assignor as shown on current lease **John W. Martin**
Please type or print

Assignor _____

or

Attorney-in-fact _____
(Signature)

1811 Miracle Drive
(Assignor's Address)

Casper, WY 82609
(City) (State) (Zip Code)

Executed this 21st day of December 2000

Yvonneda M. Martin

Assignee Yvonneda M. Martin

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 JAN -4 AM 9:00

RECEIVED
CHEYENNE, WYOMING

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

Executed this 21st day of December ,2000

Name of Assignor as shown on current lease **John W. Martin**
Please type or print

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

1811 Miracle Drive
(Assignor's Address)

Casper, WY 82609
(City) (State) (Zip Code)

Executed this 21st day of December, 2000

John W. Martin, Trustee of the Falcon Trust DTD 12/15/00

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

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN -4 AM 9:00
RECEIVED
CHEYENNE WYOMING

STATE OF ~~COLORADO~~ Wy CKS
COUNTY OF ~~DENVER~~ Natrona)§ CKS

The foregoing instrument was acknowledged before me this 21st day of Dec., 2000 by **John W. Martin, individually and as Trustee of the Falcon Trust DTD 12/15/00.**

Witness my hand and official seal.

Caryl K Stafford
Notary Public

SEAL

My commission expires: June 1, 2002

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

****

STATE OF Wy)
COUNTY OF Natrona)§

The foregoing instrument was acknowledged before me this 21st day of Dec., 2000, by **Yvonneda M. Martin. individually.**

Witness my hand and official seal.

Caryl K. Stafford
Notary Public

SEAL

My commission expires: June 1, 2002

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission E

****

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00010-00	USA WYW-125943	12/18/91	HBP	T28N R108W Sec 5: LOTS 1, 2, 3, 4, S2S2 Sec 6: LOTS 1, 2, 3, 4, 5, SESW, S2SE Sec 7: LOTS 1, 2, 3, 4, E2, E2W2	[G] 1.816083%	0.154367%	1.661716%	0.000000%
WY-010-00010-00	USA WYW-125943	12/18/91	HBP	T28N R108W Sec 18: LOTS 1, 2, 3, 4, E2, E2W2	[I] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00011-00	USA WYW-125944	12/18/91	HBP	T28N R108W Sec 8: ALL T29N R108W Sec 32: ALL Sec 33: ALL	[I] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00012-00	USA WYW-125945	12/18/91	HBP	T28N R108W Sec 15: NW/4 - as to depths above the Base of the Mesa Verde Formation * * Before Payout of Jonah 3-15 Well located in NE/4NW/4 of Sec. 15-28N-108W	2.400000%	0.204000%	2.196000%	0.000000%
				* After Payout of Jonah 3-15 Well	2.240000%	0.190400%	2.049600%	0.000000%
				Sec 15: NE/4, S/2 - as to depths from the surface to the base of the Mesa Verde formation * Before and After Payout	2.240000%	0.190400%	2.049600%	0.000000%
				Sec 15: ALL - as to depths below the Base of th Mesa Verde formation	2.000000%	0.170000%	1.830000%	0.000000%
* "Payout" and the "Base of the Mesa Verde Formation" are defined in Farmout Agreement among McMurry Oil Company et al as "Farmors" and Snyder Oil Corporation as " Farmee" dated June 17, 1994.								
WY-010-00012-00	USA WYW-125945	12/18/91	HBP	T28N R108W Sec 20: ALL Sec 21: ALL Sec 22: S2	[A] 2.000000%	0.170000%	1.830000%	0.000000%

237

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00013-00	USA WYW-125946	12/18/91	4/12/01	T28N R108W Sec 23: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00014-00	USA WYW-125947	12/18/91	4/12/01	T28N R108W Sec 26: ALL Sec 27: ALL Sec 28: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00015-00	USA WYW-125948	12/18/91	HBP	T29N R108W Sec 20: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00016-00	USA WYW-125949	12/18/91	HBP Corona Unit	T29N R108W Sec 19: LOTS 1, 2, 3, 4, E/2W/2, E/2 Sec 30: LOTS 1, 2, 3, 4, E/2W/2, E/2 Sec 31: Lots 1-4, E/2, E/2W/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00017-00	USA WYW-125950	12/13/91	HBP	T29N R108W Sec 28: SE/4 - as to depths above the base of the Mesa Verde Formation * Before Payout* of the Stud Horse Butte 15-28 Well located in the SW/4SE/4 of Sec. 28-T29N-R108W	[J] 2.400000%	0.204000%	2.196000%	0.000000%
				After Payout of Stud Horse Butte 15-28 Well	[J] 2.240000%	0.190400%	2.049600%	0.000000%
WY-010-00017-00	USA WYW-125950	12/13/91	1/1/97	T29N R108W Sec 28: N/2, SW/4 - as to depths above the Base of the Mesa Verde formation before and after payout	[J] 2.240000%	0.190400%	2.049600%	0.000000%
				T29N R108W Sec 28: All - as to depths below the Base of the Mesa Verde Formation	[J] 2.000000%	0.170000%	1.830000%	0.000000%

* "Payout" and "Base of Mesa Verde Formation" are as defined in Stipulation of Interests dated effective November 30, 1998 and recorded in the records of Sublette County, Wyoming March 10, 2000 in Book 113 of Oil & Gas at page 580.

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00019-00	USA WYW-125952	12/13/91	HBP Corona Unit	T29N R109W Sec 13: ALL Sec 14: ALL Sec 23: ALL Sec 24: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00020-00	USA WYW-125953	12/13/91	HBP Corona Unit	T29N R109W Sec 15: W/2 Sec 22: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00021-00	USA WYW-125954	12/13/91	HBP Corona Unit	T29N R109W Sec 25: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00022-00	USA WYW-126100	12/31/91	1/1/02 Corona Unit	T29N R108W Sec 7: ALL T29N R109W Sec 1: ALL Sec 9: ALL Sec 10: ALL Sec 12: W/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00023-00	USA WYW-126474	2/26/92	3/1/02 Scarlet Unit	T27N R108W Sec 17: SW Sec 18: LOTS 1-4, E/2W/2 Sec 19: LOTS 1-4, E/2W/2, NE/4 Sec 20: NE/4, S/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%

239

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc		Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00025-00	USA WYW-126101	12/31/91	12/31/01	T30N R109W Sec 10: S/2 Sec 18: E/2 Sec 19: ALL Sec 30: ALL Sec 32: ALL Sec 33: N/2, N/2S/2	A	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00026-00	USA WYW-126473	2/26/92	3/1/02	T27N R108W Sec 4: LOTS 1-4, S/2N/2, S/2	A	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00027-00	USA W-5627-B	4/28/67	HBP	T28N R108W Sec 9: ALL		0.500000%	0.042500%	0.457500%	0.000000%
WY-010-00028-00	USA W-57521	1/25/77	HBP	T28N R108W Sec 3: LOTS 1, 2, 3, 4, S2S2 Sec 4: LOTS 1, 2, 3, 4, S2S2 Sec 10: ALL *** Excludes 0.61875% OR held by John and Catherine Martin as JTWROS**	B	0.500000%	0.042500%	0.457500%	0.000000%
WY-010-00029-00	USA WYW-100902	7/21/86	HBP	T29N R108W Sec 34: ALL Sec 35: ALL		1.500000%	0.127500%	1.372500%	0.000000%
WY-010-00030-00	USA WYW-102899	7/21/86	HBP	T29N R108W Sec 27: SW - as to horizons above the Base of the Mesa Verde Formation					
				Before Payout* of the Stud Horse Butte 13-27 We located in the SW/4SW/4 of Sec. 13, T29N-R108W	F	2.000000%	0.170000%	1.830000%	0.000000%
				After Payout of the Stud Horse Butte 13-27 Well	F	1.840000%	0.156400%	1.683600%	0.000000%

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

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WY-010-00030-00	USA WYW-102899	7/21/86	8/1/96	T29N R108W Sec 27: N/2, SE.4 - as to horizons above the Ba[F] of the Mesa Verde Formation before and after payout	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00030-00	USA WYW-102899	7/21/86	8/1/96	T29N R108W Sec 27: All - as to horizons below the Base of the Mesa Verde Formation before and after payout	[F] 1.600000%	0.136000%	1.464000%	0.000000%
* The terms "Payout" and "Base of the Mesa Verde Formation" are as defined in Stipulation of Interests dated effective November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.								
WY-010-00032-00	WYW-138524	3/4/96	3/31/06 Corona Unit	T29N R109W Sec 6: LOTS 3, 4, 5, SE Sec 8: NW, SE	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00034-00	USA WYW-106728	7/1/85	4/14/01	T30N R109W Sec 29: ALL Sec 31: LOTS 1, 2, 3, 4, E2W2, E/2	0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00036-00	USA WYW-107206	9/29/87	4/12/01	T28N R108W Sec 13: ALL Sec 24: ALL	0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00038-00	USA W-100901	9/29/87	4/12/01	T28N R108W Sec 14: N/2, N2SW, SESW, SE/4	0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00039-00	USA WYW-118151	11/3/89	4/12/01	T28N R108W Sec 1: LOTS 1,2, 3, 4, S2S2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00040-00	USA WYW-118152	11/3/89	12/1/99 Scarlet Unit	T28N R108W Sec 31: LOTS 1, 2, 3, 4, E2W2, E/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%

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WY-010-00041-00	USA WYW-118153	11/3/89	4/12/01	T28N R108W Sec 25: ALL Sec 34: ALL Sec 35: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00042-00	USA WYW-118154	11/3/89	HBP	T29N R108W Sec 9: ALL Sec 17: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00043-00	USA WYW-118163	11/6/89	HBP Corona Unit	T29N R109W Sec 20: ALL Sec 21: ALL Sec 28: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00044-00	USA WYW-118164	11/6/89	HBP Corona Unit	T29N R109W Sec 26: ALL Sec 27: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00053-00	ST WY-92-00196	4/2/92	HBP	T29N R108W Sec 16: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00056-00	ST WY-92-00199	4/2/92	HBP Corona Unit	T29N R109W Sec 36: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00060-00	USA WYW-126676	4/20/92	HBU Cabrito Unit	T29N R107W Sec 33: SE, W/2, N2NE	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00061-00	USA WYW-126677	4/20/92	HBU Cabrito Unit	T29N R108W Sec 13: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00063-00	USA WYW-127189	7/1/92	7/1/02	T27N R107W Sec 5: LOTS 1-4, S/2N/2, S/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%

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Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00064-00	USA WYW-127190	7/1/92	7/1/02	T27N R107W Sec 14: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00065-00	USA WYW-127191	7/1/92	7/1/02	T28N R107W Sec 18: LOTS 1, 2, 3, 4, E2W2, E/2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00066-00	USA WYW-127192	6/30/92	7/1/02 Cabrito Unit	T29N R107W Sec 19: LOTS 1, 2, 3, 4, E2W2, E/2 Sec 20: NW, N2SW, SESW Sec 28: S/2 Sec 29: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00067-00	USA WYW-127193	6/30/92	7/1/02 Cabrito Unit	T29N R107W Sec 33: S2NE	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00068-00	USA WYW-120908	8/1/90	HBP Cabrito Unit	T29N R107W Sec 17: ALL Sec 20: E/2 Sec 28: N/2	0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00069-00	USA WYW-127749	10/16/92	HBP	T29N R108W Sec 15: ALL Sec 22: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00069-00	USA WYW-127749	10/16/92	11/1/97	T29N R108W Sec 26: NW - as to depths above the Mesa Verde* Formation.				
				Before Payout* of the Stud Horse Butte 5-26 Well located in the SW/4NW/4 of Section 26, T29N, R108W 6th P.M.	[K] 2.400000%	0.204000%	2.196000%	0.000000%
				After Payout of the Stud Horse Butte 5-26 Well	[K] 2.240000%	0.190400%	2.049600%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc		Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00069-00	USA WYW-127749	10/16/92	11/1/97	T29N R108W Sec 26: NE, S2 - as to depths above the Base of the Mesa Verde Formation before and after payout	K	2.240000%	0.190400%	2.049600%	0.000000%
				T29N R108W Sec 26: All - as to depths below the Base of the Mesa Verde formation before and after payout	K	2.000000%	0.170000%	1.830000%	0.000000%
* The terms "Payout" and "Base of Mesa Verde formation" are as defined in Stipulation of Interests dated effective November 30, 1998 and recorded in the records of Sublette County, Wyoming on March 10, 2000 in Book 113 of Oil & Gas at page 673.									
WY-010-00070-00	USA WYW-127853	11/4/92	12/1/02	T27N R107W Sec 6: LOTS 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 T27N R108W Sec 1: LOTS 1-4, S/2N/2, S/2 Sec 12: ALL	A	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00071-00	USA WYW-127854	11/4/92	12/1/02	T27N R107W Sec 19: LOTS 1, 2, 3, 4, E2W2, E/2 Sec 20: ALL Sec 21: ALL	A	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00073-00	ST WY 92-00412	12/2/92	9/1/99	T28N R108W Sec 36: ALL		0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00075-00	ST WY-90-00365	6/2/90	HBP	T29N R108W Sec 36: ALL - as to horizons from the Surface to the Base of the Mesa Verde formation as defined in Stipulation recorded in the records of Sublette County, Wyoming in Book 114 of Oil & Gas at page 203.	C	0.840000%	0.071400%	0.768600%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00075-00	ST WY-90-00365	6/2/90	HBP	T29N R108W Sec 36: All - as to horizons below the Base of the Mesa Verde formation	[C] 0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00076-00	USA WYW-128703	2/26/93	3/1/03	T29N R108W Sec 10: ALL Sec 14: SE, N/2, N2SW	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00077-00	ST WY-93-00109	4/2/93	HBP Corona Unit	T29N R109W Sec 16: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00078-00	ST WY-93-00114	4/2/93	4/2/98	T30N R110W Sec 36: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00079-00	USA WYW-130232	8/27/93	9/1/03 Corona Unit	T28N R109W Sec 11: All	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00080-00	USA WYW-122309	11/1/90	11/1/00	T28N R108W Sec 32: NW, SE	[H] 1.832449%	0.155758%	1.676691%	0.000000%
WY-010-00080-00	USA WYW-122309	11/1/90	11/1/00	T28N R108W Sec 32: NE, SW	[H] 2.085000%	0.177225%	1.907775%	0.000000%
WY-010-00082-00	USA WYW-128039	12/22/92	1/1/03 Corona Unit	T28N R109W Sec 10: NE, SW Sec 14: SW, NE/4	[L] 0.503586%	0.042805%	0.460781%	0.000000%
WY-010-00082-00	USA WYW-128039	12/22/92	1/1/03 Corona Unit	T28N R109W Sec 10: NW, SE Sec 14: NW, SE	[L] 0.568388%	0.048313%	0.520075%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00083-00	USA WYW-130730	11/1/93	12/1/03 Corona Unit	T28N R109W Sec 2: LOTS 1, 2, 3, 4, S2S2 Sec 3: LOTS 1, 2, 3, 4, S2S2 T29N R109W Sec 34: S/2, N2NW	M 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00084-00	ST WY 93-00553	12/2/93	9/1/01	T28N R109W Sec 16: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00085-00	ST WY 93-00554	12/2/93	12/2/98 Scarlet Unit	T28N R109W Sec 36: ALL	0.750000%	0.063750%	0.686250%	0.000000%
WY-010-00091-00	USA WYW-127856	11/4/92	12/1/02	T28N R107W Sec 23: W2W2, E2SE Sec 26: E2NE	1.071020%	0.091037%	0.979983%	0.000000%
WY-010-00092-00	USA WYW-114848	1/25/89	HBU Scarlet Unit	T27N R109W Sec 11: NWNE, W/2 Sec 23: W2W2	0.610010%	0.051851%	0.558159%	0.000000%
WY-010-00093-00	USA WYW-115608	3/21/89 Scarlet Unit	HBU	T27N R108W Sec 6: LOTS 1-7, SENW, SE, S2NE, E2SW	0.610010%	0.051851%	0.558159%	0.000000%
WY-010-00098-00	USA WYW-133071	8/1/94	8/1/04 Corona Unit	T28N R109W Sec 4: LOT 1, SWSE Sec 9: NW, SE	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00099-00	USA WYW-133072	8/1/94	8/1/04 Corona Unit	T29N R109W Sec 2: SE	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00100-00	USA WYW-133073	8/1/94	8/1/04 Corona Unit	T29N R109W Sec 34: S2NW	2.000000%	0.170000%	1.830000%	0.000000%

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Exhibit "A"

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00113-00	USA WYW-134684	4/20/92 Cabrito Unit	HBP	T29N R107W Sec 32: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00203-00	USA WYW-102717	11/18/86	HBP Cabrito Unit	T29N R107W Sec 30: LOTS 3, 4, E2SW, NE Sec 31: LOTS 3,4, E2SW, NE	[D] 0.610010%	0.051851%	0.558159%	0.000000%
WY-010-00206-00	USA WYW-118162	11/6/89	HBP Corona Unit	T29N R109W Sec 3: SE Sec 7: LOTS 1, 2, SE, E2NW Sec 11: NW, SE Sec 17: NW, SE	0.211150%	0.017948%	0.193202%	0.000000%
WY-010-00207-00	USA WYW-124622	7/1/91	7/1/01 Corona Unit	T29N R109W Sec 3: LOTS 3, 4, S2NW Sec 4: LOTS 3, 4, S2NW, SE Sec 5: LOTS 3, 4, S2NW, SE T30N R109W Sec 33: S2SE	0.211150%	0.017948%	0.193202%	0.000000%
WY-010-00208-00	USA WYW-127204	7/9/92 Corona Unit	8/1/02	T28N R109W Sec 4: LOT 2, SESE	0.211150%	0.017948%	0.193202%	0.000000%
WY-010-00209-00	USA WYW-111556	6/1/88	HBP Cabrito Unit	T29N R107W Sec 20: SWSW	1.095000%	0.093075%	1.001925%	0.000000%
WY-010-00211-00	USA WYW-141883	11/1/93	HBP	T28N R109W Sec 13: NE/4 - as to horizons above the Base of the Mesa Verde* formation				
				Before Payout* of the Yellow Point 1-13 Well located in the NE/4NE/4 of Sec. 13, T28N, R109W	[N] 2.400000%	0.204000%	2.196000%	0.000000%
				After Payout of the Yellow Point 1-13 Well	[N] 2.240000%	0.190400%	2.049600%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc		Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00211-00	USA WYW-141883	11/1/93	HBP	T28N R109W Sec 13: E/2, SE/4 - as to horizons above the Base of the Mesa Verde formation before and after payout	N	2.240000%	0.190400%	2.049600%	0.000000%
				T28N R109W Sec 13: All - as to depths below the Base of the Mesa Verde formation before and after payout	N	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00211-00	USA WYW-141883	11/1/93	HBP	T28N R109W Sec 12: All	M	2.000000%	0.170000%	1.830000%	0.000000%
* The terms "Base of Mesa Verde formation" and "Payout" are defined in the Stipulation of Interests dated effective November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 629 of the records of Sublette County, Wyoming.									
WY-010-00212-00	USA WYW-141878	12/18/91	HBP Corona Unit	T29N R108W Sec 18: LOTS 1-4, E2, E2W2	A	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00213-00	USA WYW-141879	12/18/91	HBP	T29N R108W Sec 29: SE - as to depths above the Base of the Mesa Verde formation*					
				Before Payout* of Stud Horse Butte 15-29 Well located in SW/4SE/4 of Section 29, T29N, R108W	O	2.400000%	0.204000%	2.196000%	0.000000%
				After Payout of the Stud Horse Butte 15-29 Well	O	2.240000%	0.190400%	2.049600%	0.000000%
WY-010-00213-00	USA WYW-141879	12/18/91	HBP	T29N R108W Sec 29: N/2, SW/4 - as to depths above the Base of the Mesa Verde formation before and after payout	O	2.240000%	0.190400%	2.049600%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00213-00	USA WYW-141879	12/18/91	HBP	T29N R108W Sec 29: All - as to depths below the Mesa Verde formation	[O] 2.000000%	0.170000%	1.830000%	0.000000%
* The terms "Base of Mesa Verde formation" and "Payout" are defined in that certain Stipulation of Interests dated effective November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 245 of the records of Sublette County, Wyoming.								
WY-010-00214-00	USA WYW-141880	12/31/91	1/1/02	T29N R108W Sec 6: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00215-00	USA WYW-141881	12/22/92	1/1/03	T28N R109W Sec 25: NW, SE	[P] 0.503586%	0.042805%	0.460781%	0.000000%
WY-010-00215-00	USA WYW-141881	12/22/92	1/1/03	T28N R109W Sec 24: ALL Sec 25: NE, SW	[P] 0.568388%	0.048313%	0.520075%	0.000000%
WY-010-00216-00	USA WYW-141884	8/1/94	8/1/04	T29N R109W Sec 19: LOT 2, NENW, NESE, SWSE	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00217-00	USA WYW-141885	3/4/96	4/1/06	T29N R109W Sec 18: LOTS 1, 2, SE, E2NW	2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00218-00	USA WYW-141882	8/27/93	9/1/03	T28N R109W Sec 1: LOTS 1, 2, S2SE	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00219-00	USA WYW-141998	10/1/87	4/12/01	T28N R108W Sec 12: ALL	0.600000%	0.051000%	0.549000%	0.000000%
WY-010-00220-00	USA WYW-142001	7/1/92	7/1/02	T27N R107W Sec 23: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00221-00	USA WYW-142000	12/18/91	4/12/01	T28N R108W Sec 29: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00222-00	USA WYW-141999	11/3/89	4/12/01	T28N R108W Sec 33: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00223-00	USA WYW-141756	11/1/92	11/1/97 Cabrito Unit	T29N R108W Sec 25: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00223-00	USA WYW-141756	11/1/92	11/1/97 Cabrito Unit	T29N R108W Sec 25: SENENE, NESENE (20 ACRES) * (Part of PA "A" = 20acres/70.80acres)	0.564972%	0.048023%	0.516949%	0.000000%
WY-010-00227-00	USA WYW-144998	4/20/92	12/1/99	T29N R108W Sec 3: SWNW, SW, SWSE Sec 11: SWNW, SW, SWSE	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00228-00	USA WYW-147792	1/25/77	6/5/00	T28N R108W Sec 2: LOTS 1, 2, 3, 4, S2S2 Sec 11: ALL *** Excludes 0.61875% OR owned by John W. Martin & Catherine Martin JTWROS**	0.500000%	0.042500%	0.457500%	0.000000%
WY-010-00229-00	USA WYW-147795	2/26/92	3/1/02 Scarlet Unit	T27N R108W Sec 5: LOTS 1, 2, 3, 4, S2, S2N2 Sec 8: ALL	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00230-00	USA WYW-147794	12/18/91	4/12/01	T28N R108W Sec 17: ALL Sec 22: N2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00231-00	USA WYW-147797	7/1/92	7/1/02	T28N R107W Sec 5: S2 Sec 17: ALL Sec 33: SW	[A] 2.000000%	0.170000%	1.830000%	0.000000%

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Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths
WY-010-00232-00	USA WYW-147798	11/4/92	12/1/02	T27N R107W Sec 7: LOTS 1, 2, 3, 4, E2W2	[A] 2.000000%	0.170000%	1.830000%	0.000000%
WY-010-00233-00	USA WYW-147796	7/1/92	7/1/02	T27N R107W Sec 4: LOTS 1, 2, 3, 4, S2, S2N2 Sec 7: E2 Sec 8: N2, N2SE, SESE Sec 17: SWNE, W2, N2SE	[A] 2.000000%	0.170000%	1.830000%	0.000000%

[A] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 289 of the records of Sublette County, Wyoming.

[B] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 129 of the records of Sublette County, Wyoming.

[C] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 203 of the records of Sublette County, Wyoming.

[D] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 547 of the records of Sublette County, Wyoming.

[E] Deleted

[F] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.

[G] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 38 of the records of Sublette County, Wyoming.

[H] Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 32, Township 28 North, Range 108 West. McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

[I] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 94 of the records of Sublette County, Wyoming.

[J] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 580 of the records of Sublette County, Wyoming.

[K] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 673 of the records of Sublette County, Wyoming.

[L] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 1 of the records of Sublette County, Wyoming.

[M] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 168 of the records of Sublette County, Wyoming.

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Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2000, by and between John W. Martin, as Assignor and John W. Martin as Trustee of the Falcon Trust DTD 12/15/00 and Yvonneda M. Martin, as Assignees.

Lease no.	Lessor	Lease date	Exp. date	Legal desc	Owned % of 8/8ths	Conveyed % of 8/8ths to Yvonneda M. Martin	Conveyed % of 8/8ths to John W. Martin, Trustee of the Falcon Trust DTD 12/15/00	Retained of 8/8ths

[N] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 629 of the records of Sublette County, Wyoming.

[O] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 245 of the records of Sublette County, Wyoming.

[P] Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 25, Township 28 North, Range 109 West. McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

* The interest conveyed here are subject the the following Federal Units:
Corona Unit dated October 12,1996, Serial No WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33; T29N-R108W - All of Sections 7, 18, 19, 30, 31; T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2, 3, 4, 9,10, 11, 14.
Cabrito Unit dated September 25, 1996, Serial No. WYW-138889X, covers T29N-R107W - All of Sections 17, 18, 19, 20, 28-30, 31-33; and T29N-R108W - Sections 13, 24, 25
Scarlet Unit dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32; T27N-R109W - All of Sections 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.

** With respect to many of the leases subject to this assignment the overriding royalty interest of the Assignor as shown herein represents the sum of two or more component overriding royalty interests which are borne by the working interest owners disproportionately. Unless as otherwise noted above, it is the intent of this assignment to convey an undivided 8.5% of each of the various components comprising Assignor's total overriding royalty interest in each of the above described oil and gas leases.

*** The interest conveyed here are subject to that certain Amendment of Overriding Royalty Interest dated effective June 1, 2000 and recorded August 16, 2000 in Book 115 of Oil & Gas at page 694 of the records of Sublette County, Wyoming.

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282607

RECORDED Feb 12 2001 3:20 PM
IN BOOK 1170-G PAGE 253
FEES $ 22.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lacton

RELEASE AND RECONVEYANCE

THIS RELEASE AND RECONVEYANCE (this "Instrument"), dated January 26, 2001, effective as of February 1, 2001, is from BANK OF AMERICA, N.A., a national banking association, f/k/a BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to BANK OF AMERICA, N.A., f/k/a NATIONSBANK, N.A., in its capacity as collateral agent ("Secured Party"), with an address at 901 Main Street, 64th Floor, Dallas, Texas 79202, to BASIN EXPLORATION, INC., a Delaware corporation ("Debtor"), with an address at 1670 Broadway, Denver, Colorado 80202.

RECITALS

A. Debtor executed and delivered a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 26, 1991 (the "Original Mortgage"), as amended, assigned and supplemented pursuant to the following: (1) First Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of November 21, 1991 (the "First Amendment"), (2) Second Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of January 29, 1992 (the "Second Amendment"), (3) Third Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of May 19, 1992 (the "Third Amendment"), (4) Fourth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of December 15, 1992 (the "Fourth Amendment"), (5) Fifth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of February 10, 1993 (the "Fifth Amendment"), (6) Sixth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of March 24, 1993 (the "Sixth Amendment"), (7) Seventh Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of August 1, 1993 (the "Seventh Amendment"), (8) Eighth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 30, 1993 (the "Eighth Amendment"), (9) Ninth Amendment to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of August 1, 1993 (the "Ninth Revolver Amendment"), (10) Assignment of Mortgage, Security Agreement, Assignment, Financing Statement

and Fixture Filing dated as of March 24, 1994 (the "Assignment"), (11) First Supplement to Amended Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of May 13, 1994 (the "First Supplement"), and (12) Second Supplement to Amended Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of May 8, 1995 (the "Second Supplement"), all recorded as set forth in Schedule I hereto. The Original Mortgage, as so amended, assigned and supplemented, is herein called the "Mortgage".

B. Debtor and Secured Party desire that the Mortgage be released in its entirety.

RELEASE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby remise, release and forever quitclaim to Debtor and its successors and assigns, all of the right, title and interest which Secured Party may have under the Mortgage, in and to any and all property covered by the Mortgage. To the extent necessary for recordation and proper indexing of this Instrument in certain states, a description of the land covered by the Mortgage may be attached as Exhibit "A" to the counterparts hereof to be recorded in such states, but such property descriptions are not intended to limit the properties covered hereby, which are intended to be all properties covered by the Mortgage.

This Instrument is executed without warranty of any kind, whether express, implied or statutory.

EXECUTED as of the date first above written.

BANK OF AMERICA, N.A., f/k/a BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to BANK OF AMERICA, N.A., f/k/a NATIONS-BANK, N.A., as Collateral Agent

By: Tracy S Barclay
Tracey S. Barclay,
Principal

[redacted] [redacted] [redacted]

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

(Montana)

On this day before me, the undersigned notary public, personally appeared Tracey S. Barclay, known to me to be the Principal of BANK OF AMERICA, N.A., a national banking association, f/k/a BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to BANK OF AMERICA, N.A., f/k/a NATIONSBANK, N.A., in its capacity as Collateral Agent, the national banking association that executed the within instrument, and acknowledged to me that such national banking association executed the same as Collateral Agent. Witness my hand and official seal as of January 26, 2001.

(Colorado, North Dakota, Wyoming)

The foregoing instrument was acknowledged before me on this 26th day of January, 2001, by Tracey S. Barclay, as Principal of BANK OF AMERICA, N.A., a national banking association, f/k/a BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to BANK OF AMERICA, N.A., f/k/a NATIONSBANK, N.A., in its capacity as Collateral Agent, on behalf of said national banking association, acting in such capacity. Witness my hand and official seal.

Phyllis R. Tennard
Phyllis R. Tennard, Notary Public
(Name Printed)
Residing in: Houston, TX

My commission expires: _____

(SEAL)

PHYLLIS R. TENNARD
Notary Public, State of Texas
Commission Expires 01-16-2002

SCHEDULE I

1. The Original Mortgage was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	09/27/91	3820	278
Colorado	Weld	09/27/91	1312	Rec. 02264509
			0181	Rec. U0243084

2. The First Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	11/25/91	3840	97
Colorado	Weld	11/25/91	1318	Rec. 02270172

3. The Second Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/04/92	3862	583
Colorado	Weld	02/05/92	1325	Rec. 02277261
Montana	Toole	04/14/92	64 Mtgs.	354

4. The Third Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	06/01/92	3909	715
Colorado	Weld	05/27/92	1337	Rec. 02289239
Montana	Toole	06/15/92	64 Mtgs.	388

5. The Fourth Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	12/28/92	4004	395
Colorado	Weld	12/28/92	1364	Rec. 02315878
Montana	Toole	12/28/92	64 Mtgs.	479

6. The Fifth Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	02/12/93	4025	838
Colorado	Weld	02/11/93	1370	Rec. 02321555
			0186	U0250011

7. The Sixth Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	04/05/93	4047	948
Colorado	Weld	04/05/93	1376	Rec. 02327581
Montana	Toole	04/15/93	64 Mtgs.	531

8. The Seventh Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	08/06/93	4126	839
Colorado	Weld	08/06/93	1396	Rec. 02345200
Wyoming	Sublette	08/10/93	93 O&G	148

9. The Eighth Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	10/12/93	4167	970
Colorado	Weld	10/07/93	1405	Rec. 02353630
Montana	Toole	10/08/93	64 Mtgs	621
Wyoming	Sublette	10/08/93	93 O&G	708

10. The Ninth Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	10/29/93	4180	49
Colorado	Mesa	11/01/93	2020	527
Colorado	Weld	10/29/93	1409	Rec. 02357263
Montana	Toole	11/08/93	64 Mtgs	640
N. Dakota	Billings	11/01/93	78 Mtg	549
Wyoming	Fremont	11/01/93	586	139
Wyoming	Sublette	11/09/93	94 O&G	439

11. The Assignment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	03/30/94	4286	183
Colorado	Mesa	03/31/94	2060	1
Colorado	Weld	03/30/94	1434	Rec. 02380855
Montana	Toole	04/04/94	7 Assg Mtg	713
N. Dakota	Billings	04/04/94	79 Mtg	273
Wyoming	Fremont	03/31/94	614	191
Wyoming	Sublette	04/07/94	96 O&G	352

12. The First Supplement was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Converse	05/27/94	1057	419
Wyoming	Niobrara	05/31/94	381	1

13. The Second Supplement was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	05/18/95	4514	947
Colorado	Mesa	05/18/95	2145	733
Colorado	Weld	05/18/95	1492	685
Montana	Toole	05/18/95	64	944
N. Dakota	Billings	05/18/95	82	1
Wyoming	Converse	05/14/95	1075	332
Wyoming	Fremont	05/19/95	688	58
Wyoming	Niobrara	06/16/95	383	617
Wyoming	Sublette	05/23/95	101	451

EXHIBIT A (CONT.)

PART II

LE215

PROSPECT: BIRD CANYON
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK, PAGE	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	TOWNSHIP / RANGE	SECTION	DESCRIPTION
10119-00 470, 447	12/01/66 11/30/76	USA W-2690	MARGARET E. ALLEN	27N 111W	31	LOTS 1 AND 2; E/2NW/4; LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION AND FROM 20 FT BELOW THE BEAR RIVER FORMATION TO ALL DEPTHS BELOW.
						LOTS 3-7; NE/4; NE/4SW/4; N/2SE/4; (ALL DEPTHS.)
					32	LOT 1.
10120-00 0, 0	02/01/67 01/31/77	USA W-3776	JOSEPHINE E. FRYE	27N 112W	13	W/2W/2 LIMITED TO RIGHTS BELOW THE TOP OF THE BAXTER
					25	NE/4 LIMITED TO RIGHTS BELOW THE TOP OF THE BAXTER
						SE/4 LIMITED TO RIGHTS FROM 20 FT BELOW THE BEAR RIVER TO ALL DEPTHS BELOW
				27N 112W	13	W/2W/2 LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION.
					25	E/2 LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION.
[redacted]21-00 , 505	10/01/68 09/30/78	USA W-15340	RUTH FOX SEARS	27N 112W	24	NE/4 LIMITED TO RIGHTS FROM THE TOP OF THE BAXTER TO ALL DEPTHS BELOW
						SE/4 LIMITED TO RIGHTS FROM 20 FT BELOW THE BEAR RIVER TO ALL DEPTHS BELOW

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LE215

EXHIBIT A
PART II (CONT)

PROSPECT: BIRD CANYON
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK, PAGE	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	TOWNSHIP / RANGE	SECTION	DESCRIPTION
				27N 112W	24	E/2 LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE BAXTER FORMATION.

09

EXHIBIT "A" PART II

SUBLETTE COUNTY, WYO.

LEASE NO. / LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	TWP	RGE	SEC	DESCRIPTION
10118-00 USA W-2108	Jas. O. Breene, Jr.	11/01/66	47	373	27N	112W	25	SW/4.
10119-00 USA W-2690	Margaret E. Allen	12/01/66	470	447	27N	111W	32	Lot 1.
10120-00 USA W-3776	Josephine E. Frye	02/01/67			27N	112W	13	W/2SW/4.

2601

262

282610

RECORDED Feb. 12 2001 3:40pM
IN BOOK 117046 PAGE 262
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE }

William J. Milller and Nancy H. Miller, as Joint Tenants, Littleton, Colorado 80202 ("Assignor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

MOON ROYALTY L.L.C.
3000 OKLAHOMA TOWER, 210 PARK AVE.
OKLAHOMA CITY, OK 73102

("Assignee"), all of Assignor's right, title and interest in and to the overriding royalty interests set forth on Exhibit "A" attached hereto and by reference made a part hereof, insofar and only insofar as such overriding royalty covers an interest in the wells and the lands set forth on Exhibit "A", (the "Overriding Royalty") which Overriding Royalty was derived under those certain oil and gas leases set forth on Exhibit "A" insofar and only insofar as such leases relate to the Overriding Royalty.

Assignor saves and excepts any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing prior to the Effective Date of this Assignment, and any and all payments owed Assignor under any other agreements, as set out below, to which this Assignment is made subject including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

This Assignment is accepted by the Assignee subject to the terms and conditions of the leases, assignments, operating agreements, permits, rights-of-way, licenses, easements, options, orders, product purchase and sale contracts, gas processing agreements, gas gathering agreements, or any other agreements or contracts attributable to, affecting, or otherwise relating to the Overriding Royalty.

THIS ASSIGNMENT IS EXECUTED, DELIVERED AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE OVERRIDING ROYALTY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE OVERRIDING ROYALTY, OR THE VALUE OF SUCH OVERRIDING ROYALTY BASED ON THE SALES PRICES OF ANY SUCH HYDROCARBONS

TO THE EXTENT APPLICABLE TO THIS TRANSACTION, ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCIAL CODE (A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS). AFTER CONSULTATION WITH AN ATTORNEY OF ITS CHOICE, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER.

The Overriding Royalty herein assigned and conveyed shall be subject to its proportionate share of all severance, production, ad valorem and any and all other taxes (collectively, "Taxes") now or hereafter applicable to the Overriding Royalty. Assignee hereby agrees to pay and solely bear all Taxes applicable to and accruing to the Overriding Royalty on and after the Effective Date.

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

Sale No.163-C
Lot No. 135

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 7th day of January 2001, but shall be effective (except as otherwise provided herein) as of the 1st day of March, 2001, (the Effective Date).

ASSIGNOR:

Willliam J. Miller

By: _____

Nancy H. Miller

By: _____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

This instrument was acknowledged before me on this 7th day of March 20001, by William J. Miller and Nancy Miller

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

_____
Notary Public
Karen M. Dollard

My commission expires:
7/23/2001

Exhibit "A"
Attached to and made a part of that certain Assignment of Overriding Royalty
dated effective March 1, 2001

Well Name: Gannett #13-16 Well
Overriding Royalty Interest: .001275
Location: T33N-R109W, Sec.16: SWSW
Sublette County, Wyoming

Oil and Gas Lease dated 6/2/94, by and between State of Wyoming, as Lessor, and Cenex, Inc., as Lessee, recorded in Book 110, at Page 326 of the records of Sublette County, Wyoming.

[redacted] [redacted] [redacted]

282611

RECORDED Feb. 12 2013 3:40pm
IN BOOK 117 O+G PAGE 265
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE }

CL Machinery Company, 555 17th Street, Suite 2400, Denver, Colorado 80202 ("Assignor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

MOON ROYALTY L.L.C.
3000 OKLAHOMA TOWER, 210 PARK AVE.
OKLAHOMA CITY, OK 73102

("Assignee"), all of Assignor's right, title and interest in and to the overriding royalty interests set forth on Exhibit "A" attached hereto and by reference made a part hereof, insofar and only insofar as such overriding royalty covers an interest in the wells and the lands set forth on Exhibit "A", (the "Overriding Royalty") which Overriding Royalty was derived under those certain oil and gas leases set forth on Exhibit "A" insofar and only insofar as such leases relate to the Overriding Royalty.

Assignor saves and excepts any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing prior to the Effective Date of this Assignment, and any and all payments owed Assignor under any other agreements, as set out below, to which this Assignment is made subject including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

This Assignment is accepted by the Assignee subject to the terms and conditions of the leases, assignments, operating agreements, permits, rights-of-way, licenses, easements, options, orders, product purchase and sale contracts, gas processing agreements, gas gathering agreements, or any other agreements or contracts attributable to, affecting, or otherwise relating to the Overriding Royalty.

THIS ASSIGNMENT IS EXECUTED, DELIVERED AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE OVERRIDING ROYALTY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE OVERRIDING ROYALTY, OR THE VALUE OF SUCH OVERRIDING ROYALTY BASED ON THE SALES PRICES OF ANY SUCH HYDROCARBONS

TO THE EXTENT APPLICABLE TO THIS TRANSACTION, ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCIAL CODE (A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS). AFTER CONSULTATION WITH AN ATTORNEY OF ITS CHOICE, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER.

The Overriding Royalty herein assigned and conveyed shall be subject to its proportionate share of all severance, production, ad valorem and any and all other taxes (collectively, "Taxes") now or hereafter applicable to the Overriding Royalty. Assignee hereby agrees to pay and solely bear all Taxes applicable to and accruing to the Overriding Royalty on and after the Effective Date.

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

Sale No. 163-C
Lot No. 135

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 7th day of January 2001, but shall be effective (except as otherwise provided herein) as of the 1st day of March, 2001, (the Effective Date).

ASSIGNOR:

ATTEST:

CL MACHINERY COMPANY

By: _____
Name: Pamela S. Kalstrom
Title: Assistant Secretary

By: _____
Name: Nancy E. Holtz
Title: Assistant Vice President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 7th day of January 2001, personally appeared before me Nancy E. Holtz, who, being by me duly sworn did say that he/she is the Assistant Vice President of CL Machinery Company and that said instrument was signed on behalf of said Corporation by authority of its by-laws, and said Nancy E. Holtz acknowledged to me that said Corporation executed the same.

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

_____
Notary Public
Karen M. Dollard

My commission expires:
7/23/2001

[redacted] [redacted] [redacted]

Exhibit "A"
Attached to and made a part of that certain Assignment of Overriding Royalty
dated effective March 1, 2001

Well Name: Gannett #13-16 Well
Overriding Royalty Interest: .00350625
Location: T33N-R109W, Sec.16: SWSW
Sublette County, Wyoming

Oil and Gas Lease dated 6/2/94, by and between State of Wyoming, as Lessor, and Cenex, Inc., as Lessee, recorded in Book 110, at Page 326 of the records of Sublette County, Wyoming.

LEASE NO.: 00-00846

PARCEL NO.: 1192

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 & 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 Acres All Section 36, Township 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 December, 2000 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Ron Arnold

Director,
Office of State Lands and Investments

282673

RECORDED Feb. 16 2001 9:00 a.m.
IN BOOK 117 OF G PAGE 268
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

LESSEE: G. Walter Lunsford, Attorney-in-Fact

Address: 1099 18th Street, Suite 400

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

By Cathy Saxton

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 occuring 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.

Erases 01 JAN 20

STATE OF COLORADO }
} ss. ACKNOWLEDGMENT
COUNTY OF DENVER }

On this 24th day of January, 2001, 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.

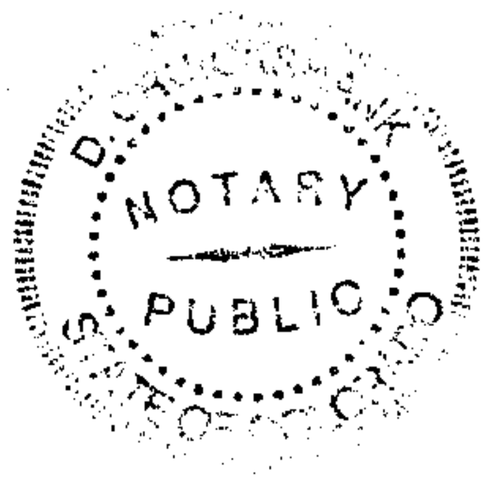
MY COMMISSION EXPIRES:

January 14, 2003

NOTARY PUBLIC

D. Cruickshank

D. Cruickshank
1099 18th Street, Suite 400, Denver, CO 80202



[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 1st day of February, 2001, by and between

Robert Murphy, a widower
P.O. Box 97
Thermopolis, Wyoming 83101

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:

282745

RECORDED Feb. 20 2001 3:05 p.M
IN BOOK 170+6 PAGE 271
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Layton

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 of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) 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 one-eighth (1/8th), 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 (1/8th) 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.

16. Lessor shall advise Lessee if this lease is assigned and to whom the assignment is made.

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

x Robert Murphy
Robert Murphy, a single man

SS# 520-07-8568

STATE OF WYOMING)
) ss INDIVIDUAL NOTARY
COUNTY OF Hot Springs)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Murphy, a widower 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 February 2001.

My commission expires Oct. 4, 2001

Notary Public

LOUIS L. WALRATH - NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF HOT SPRINGS
My Commission Expires Oct. 4, 2001

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

C:\MyFiles\Forms\

[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 1st day of February, 2001, by and between

Pam Fahlam, individually and as heir to the Estate of Mary Fahlam, deceased
19816 Dayton Avenue
Shoreline, Washington 98123

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:

282746

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 Feb. 20 2001 3:05 PM
IN BOOK 117 OTG PAGE 273
FEES $ 8.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) 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 one-eighth (1/8th), 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 (1/8th) 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 Pam Fahlam

Pam Fahlam, individually and as heir to the Estate of Mary Fahlam, deceased

SS#

STATE OF WASHINGTON)
) ss INDIVIDUAL NOTARY
COUNTY OF KING)

BEFORE ME, the undersigned authority, on this day personally appeared Pam Fahlam, individually and as heir to the Estate of Mary Fahlam, deceased, known 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 12th day of February, 2001.

My commission expires: July 29, 2003

Notary Public Lottie D Steiner

LOTTIE D. STEINER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 29, 2003

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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 2000.

My commission expires: _____

Notary Public _____

C:\MyFiles\Forms\

WY-295, Federal 30-32
EI-Mortgaged

4
(982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-63490

Lease effective date
June 1, 1978

PART I

1. Assignee's Name

General Atlantic Energy Corp.
(formerly ITR Petroleum Inc.)

Address (include
410 - 17th St., Suite 1400
Denver, CO 80202

The undersigned, as owner of 24.638342 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

282767

RECORDED Feb. 22 2001 9:50 AM
IN BOOK 117 046 PAGE 275
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Township 27 North, Range 111 West, 6th P.M.
Section 32: Lot 2, N/2SW/4

containing 109.65 acres, more or less,
Sublette County, Wyoming

Limited in depth from the surface to a depth of 9,786 feet below the surface.

THIS ASSIGNMENT is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 9, 1979, by and between Superior Oil Company, as Farmor, and Energetics, Inc., as Farmee.

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

FEB 12 2001
Patricia M. Hall
BUREAU OF LAND MANAGEMENT

THIS ASSIGNMENT is made and shall in all respects be subject to those provisions on the attached Rider.

3. Specify interest or percent of operating rights being conveyed to assignee	24.638342%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	13.5% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of October, 1987

ENERGETICS, INC.

By: [signature]
(Assignor's Signature)
Jordan R. Smith, President

102 Inverness Terrace East
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1987

By Fred O'Farrell
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

DEC 4 1987
(Date)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

GENERAL ATLANTIC ENERGY CORPORATION (Formerly

Executed this 5th day of October , 1987
ITR PETROLEUM, INC.)

By: _____
(Assignee's Signature)

SAM D. WINEGRAD
Vice-President - Land

410 17th Street, Suite 1400
~~1300 Main Street, Suite 312~~
(Assignee's Address)

Denver, Colorado 80202
~~Houston, Texas 77002~~
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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

FEB 12 2001
Patricia M. Hawk
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
[illegible] information is being collected pursuant to the law (43 CFR 3106-3(c)).
[illegible]formation will be used to create a record of lease assignment.
[illegible] to this request is required to obtain a benefit.

GPO 836-844

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of December, XX2000 by and between

Doris B. Luman, a widow

of P O Box 645, Pinedale, WY 82491, 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

282772

RECORDED Feb. 22, 2001 10:56 AM
IN BOOK 117 OR PAGE 277
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baker

of Section ....., Township ....., Range ....., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,556.03 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 such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at the address shown above ~~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 Three thousand One hundred Twelve and 6/100---- DOLLARS ($3,112.06), 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 Doris B. Luman

Doris B. Luman, a widow
SSN: 520-64-5158

STATE OF Wyoming
COUNTY OF Sublette } SS. (Individual—Wyo.)

On this 15th day of February, 2001, before me personally appeared Doris B. Luman, 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:
2/13/02

Eileen Hubbard
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. (Corperation—Wyo.)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock ___M and recorded in Book _____ at Page _____ of the records of this office.

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated December 12, 2000 by and between Doris B. Luman, a widow, Lessor, and Starwood, Inc., a Texas Corporation, Lessee, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 4: Lot 4, SW/4NW/4
Section 5: Lot 1, 2, 3, 4, SE/4NE/4

Township 32 North, Range 110 West, 6th P.M.
Section 21: E/2NE/4, NE/4SE/4, W/2SE/4
Section 22: SW/4SW/4
Section 27: W/2NW/4, NW/4SW/4
Section 28: E/2, SE/4SW/4
Section 32: SE/4NE/4, SE/4SW/4, S/2SE/4
Section 33: N/2NE/4, SW/4NE/4, E/2NW/4, SW/4NW/4, N/2SW/4, SW/4SW/4, NW/4SE/4

Containing 1,556.03 Acres, more or less.

SIGNED FOR IDENTIFICATION

Doris B. Luman

Doris B. Luman, a widow

280

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 12, 2000, from Doris B. Luman, a widow, 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

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Doris B. Luman, a widow

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
Doris B. Luman, a widow	P O Box 645 Pinedale, WY 82941	$3,112.06

282773

RECORDED Feb. 22 2001 10:35 AM
IN BOOK 117 Of G PAGE 280
FEES $ 10.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 12th day of December, XX2000.

X Doris B Luman — 12-19-2000 (SEAL)
Doris B. Luman, a widow
SSN: 520-64-5158

_____ (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 15th day of February, 19 2001, personally appeared Doris B. Luman

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 2/13/02

Notary Public.

Address: Box 1388
Pinedale WY 82941

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A.D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of, A.D. 19.

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated

No. Acres

County

Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification And Rental Division Order dated December 12, 2000 by and between Doris B. Luman, a widow, Lessor, and Starwood, Inc., a Texas Corporation, Lessee, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 4: Lot 4, SW/4NW/4
Section 5: Lot 1, 2, 3, 4, SE/4NE/4

Township 32 North, Range 110 West, 6th P.M.
Section 21: E/2NE/4, NE/4SE/4, W/2SE/4
Section 22: SW/4SW/4
Section 27: W/2NW/4, NW/4SW/4
Section 28: E/2, SE/4SW/4
Section 32: SE/4NE/4, SE/4SW/4, S/2SE/4
Section 33: N/2NE/4, SW/4NE/4, E/2NW/4, SW/4NW/4, N/2SW/4, SW/4SW/4, NW/4SE/4

Containing 1,556.03 Acres, more or less.

SIGNED FOR IDENTIFICATION

Doris B. Luman

Doris B. Luman, a Widow

[redacted] [redacted] [redacted]

[Pinedale Area - PPR]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is dated as of the Effective Date (defined herein) and is by and among Edward M. Warner, whose address is 1625 Larimer Street, #2005, Denver, Colorado 80202 ("Seller"), and Williams Production Rocky Mountain Company, a Delaware corporation whose address is One Williams Center, Tulsa, Oklahoma 74172 ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated December 28, 2000 (the "Asset Purchase Agreement") Seller has agreed to sell and Buyer has agreed to purchase the Assets.

NOW, THEREFORE, in consideration of the sum of one hundred dollars ($100.00) and other valuable consideration, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, Seller hereby sells, transfers, assigns and delivers unto Buyer, all of the Assets.

For purposes of this Agreement, the following terms shall be defined as follows:

"Assets" means all of the rights, titles and working interests of Seller in and to, the Properties, the Production, the Contracts, the Equipment, and the Property Records.

"Contracts" means all of the rights, title and interest of Seller, to the extent assignable, in and to the contracts that govern or relate to the ownership or operation of the Leases (including the wells, facilities and equipment associated therewith and the production therefrom) and the Lease Rights, including but not limited to acreage contribution agreements, assignments, bidding agreements, bottom-hole agreements, contribution agreements, drilling contracts, dry-hole agreements, exploration agreements, development agreements, farm-in and farmout agreements, gas balancing agreements, joint venture agreements, production sales, marketing and/or brokerage contracts, gas processing agreements, operating agreements, participation agreements, service contracts, storage contracts, gathering agreements, transportation agreements, treating contracts, water rights agreements and the unitization, unit operating, communitization and pooling declarations, agreements and orders that create or govern units.

"Leases" means (i) all of the leasehold working interests of Seller in and to the oil, gas and/or mineral leases and lands described in Exhibit A hereto, whether or not such interests are correctly described in Exhibit A, and (ii) all of Seller's right, title, and interest in and to the existing wells and wellbores located on such leases and lands described in Exhibit A (or leases or lands pooled or unitized therewith), including without limitation those set forth on Exhibit B hereto; but specifically excluding the Seller ORI's

282834

RECORDED Feb. 26 2001 4:30 PM
IN BOOK 117 OR6 PAGE 283
FEES $ 43.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

GDK\54451\367319.01

"Lease Rights" means all of the rights, titles and interests of Seller in and to the contractual rights to interests in the Leases and in all units in which such Leases are pooled, communitized or unitized, and in any other oil, gas and/or mineral leases or assets arising pursuant to the terms of the agreements and contracts listed on Exhibit A-1 hereto, and any other rights and agreements or contracts affecting or relating to the Leases, or to production from the Leases, whether or not listed on Exhibit A-1, including any tenements, appurtenances, surface leases, easements, permits, licenses, servitudes, franchises or rights of way.

"Production" means all of the rights, titles and interest of Seller in and to oil, natural gas, condensate, natural gas liquids, and other hydrocarbons or products produced from or attributable to the Leases or the Lease Rights from and after the Effective Date.

"Properties" means, collectively, the Leases and the Lease Rights.

"Property Records" means, collectively, (i) the lease files, division order files, contract files, title opinions, suspense records, (payable or receivables, and/or any other suspense type records) production records, any inventories of equipment and property, all contracts with third parties, together with all other files, documents and records in the possession and/or control of Seller related to the Assets (to the extent Seller has the right to deliver such documents), other than documents subject to the attorney-client privilege; and (ii) copies of accounting and tax records of Seller (and its predecessors) pertaining to the Assets. The foregoing specifically shall not include any data or documents which (i) Seller considers to be proprietary or confidential to it and which is not relevant for the ownership or operation of the Assets after the date hereof, (ii) is not related to the Assets, or (iii) which Seller cannot legally provide to a third party without breaching confidentiality agreements (or other agreements with similar effect) with other parties.

Seller hereby EXCEPTS from the interests assigned herein all of Seller's right, title and interest in any and all overriding royalty interests affecting the Properties as of the Effective Date. In addition to his interest in existing overriding royalty interests, Seller hereby EXCEPTS AND RESERVES from the interests assigned herein a new overriding royalty interest equal to the difference, if any, between (i) the total of all royalties, overriding royalties, and other burdens affecting Seller's leasehold working interest in the Properties as of the Effective Date, and (ii) 20%. The overriding royalty interest reserved herein in each of the Properties shall be proportionately reduced to the extent of Seller's leasehold working interest in such Property. The overriding royalty interest reserved herein shall be paid on the value of all oil, gas, casinghead gas and other substances produced, saved and sold or attributable to the Properties.

THE ASSIGNMENTS MADE HEREIN 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 SELLER BUT NOT OTHERWISE; SPECIFICALLY IN THIS CONNECTION, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EQUIPMENT, OTHER PERSONAL PROPERTY, AND FIXTURES ARE TRANSFERRED

[redacted] [redacted] [redacted]

AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE ASSETS ARE ASSIGNED AND CONVEYED WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

Except as otherwise specifically provided in the Assets Purchase Agreement, Buyer assumes, and agrees to timely pay and perform, all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets and hereby releases, indemnifies and agrees to hold Seller 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 Closing 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 Buyer) shall include all matters arising out of the condition of the Assets on the Closing Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Properties, to restore the surface of the Properties and to comply with, or to bring the Properties 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 Properties), and the assumptions, and indemnifications by Buyer set forth in this paragraph shall expressly cover and include such matters. **THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF SELLER OR ANY PARTY OR ENTITY AFFILIATED WITH SELLER, OR (ii) STRICT LIABILITY.**

Buyer will give Seller and its predecessors in title, and their attorneys and other representatives access at all reasonable times and upon reasonable notice for a period of one (1) year from and after the Closing, to all Property Records delivered by or on behalf of Seller in connection with the transactions contemplated hereby and shall permit Seller and its predecessors in interest to make copies of any such Property Records.

This Agreement is subject to the Asset Purchase Agreement, and this Agreement together with the Asset Purchase 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.

This Agreement may be executed in several counterparts all of which are identical. All such counterparts together shall constitute one and the same instrument.

Buyer shall properly execute, acknowledge, and file this instrument of record immediately upon receipt thereof, and will furnish to Seller the recording data promptly after Buyer receives such recorded instrument from the clerk in each county in which this instrument is recorded.

Assignor has executed or will execute separate assignments of those Leases which are issued by, and the assignment of which is required to be filed with and approved by, the United States of America or the State of Wyoming. Such separate assignments are on forms prescribed by such governmental entities, but are not intended to modify any of the terms, covenants and warranties set forth herein. Such assignments shall not create any additional covenants or warranties of or by Assignor but shall be deemed to contain all of the terms and provisions hereof as fully and to all intents and purposes as though the same were set forth in such separate assignments.

This Agreement shall be effective as of 7:00 a.m., local time at the location of the Assets, on November 1, 2000 (the "Effective Date").

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.

SELLER

EDWARD M. WARNER

BUYER

SG Legal

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

By: _____

Name: Bruce K. Gundersen

Title: VP

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

The foregoing instrument was acknowledged before me this 28th day of December, 2000, by EDWARD M. WARNER, an individual.

Witness my hand and official seal.

My commission expires: January 29, 2003

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 28th day of December 2000, personally appeared before me, Raymond K. Anderson who being by me duly sworn (or affirmed), did say, that he is the VP of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by resolution of its board of directors, as the case may be), and said Raymond K. Anderson acknowledged to me that said corporation executed the same.

In witness whereof I hereunto set my hand and official seal.

DeAnne Bond
Notary Public in and for the State of Oklahoma

Notary Public Oklahoma
OFFICIAL SEAL
DeAnne Bond
TULSA COUNTY
My Comm. Expires 09-03-2001

LEASES - PINEDALE

Lease Name Serial No.	Lease Date	Description	Recording Bk	Pg
WYW-015314	6/1/1952	Township 30 North, Range 108 West, 6th P.M. Section 9: S/2 Section 10: S/2 Section 14: SW/4 Section 15: All	12	144
WYW-015316	6/1/1952	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S/2 NW/4, S/2 Section 9: N/2 Section 10: NW/4 Township 31 North, Range 108 West, 6th P.M. Section 29: SE/4 Section 32: E/2 Section 33: SW/4	11	247
WYW-016161	7/1/1952	Township 30 North, Range 108 West, 6th P.M. Section 14: NE/4 NW/4, S/2 NW/4	12	43
WYW-016162	6/1/1952	Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4	12	36
WYW-018039	9/27/1952	Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4 NW/4	12	226
WYW-026025	4/1/1950	Township 31 North, Range 109 West, 6th P.M. Section 14: SW/4, S/2 NW/4 Section 23: E/2 Section 24: W/2 SW/4 Township 31 North, Range 109 West, 6th P.M.	12	251

EXHIBIT "A"

LEASES - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
		Section 23: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W.		
WYW-026026	4/1/1950	Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 Sectoin 12: Lot 9 together with all the bed 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.	12	246
WYW-06269	6/1/1951	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E/2 Section 24: N/2, SE/4, E/2 SW/4 Section 25: All Township 31 North, Range 109 West, 6th P.M. Section 14: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W. Section 13: NE/4, SW/4 Section 24: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W.	12	113
WYW-06270	6/1/1951	Township 31 North, Range 109 West, 6th P.M.	12	106

LEASES - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg
		Section 2: Lots 3, 4, S/2 NW/4, S/2 Section 3: Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 10: NE/4, NW/4 SE/4 Section 11: N/2 NW/4 Section 12: Lots 8, 10, SE/4 SW/4		
WYW-06286	6/1/1951	Township 32 North, Range 109 West, 6th P.M. Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: All Section 35: SW/4	12	127
WYW-144994	7/1/1951	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	12	184
WYW-144996	7/1/1951	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S/2 NE/4 Township 31 North, Range 108 West, 6th P.M. Section 31: E/2 Section 29: W/2	12	200
WYW-144993	6/1/1951	Township 31 North, Range 108 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4 Section 30: Lots 1, 2, 3, 4, E/2 W/2 Section 31: Lots 1, 2, 3, 4, E/2 W/2	12	151

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EXHIBIT "A-1"

LEASE RIGHTS - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
WYW-016155	######	Township 30 North, Range 107 West, 6th P.M. Section 7: W/2 SE/4 Section 18: All Section 19: All Section 20: W/2, W/2 E/2, E/2 SE/4 Section 30: Lots 1, 2, 3, 4, E/2 W/2, W/2 NE/4	12	205	
WYW-026025	######	Township 31 North, Range 109 West, 6th P.M. Section 23: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W.	12	251	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block B)
		Township 31 North, Range 109 West, 6th P.M. Section 24: W/2 SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-19, located in SW/4 Section 19-31N-109W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block C)
WYW-06270	######	Township 31 North, Range 109 West, 6th P.M. Section 2: SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-2A, located in SW/4 Section 2-31N-109W.	12	106	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block A)
		Section 3: Lots 1, 2, S/2 NE/4, SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-2A, located in SW/4 Section 2-31N-109W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block A)
WYW-06286	######	Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4	12	127	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry

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LEASE RIGHTS - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
		Section 35: SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-2A, located in SW/4 Section 2-31N-109W.			Oil Company (Block A)
WYW-144993	######	Township 31 North, Range 108 West, 6th P.M. Section 19: Lots 3, 4, E/2 SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-19, located in SW/4 Section 19-31N-109W.	12	151	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block C)
		Township 31 North, Range 108 West, 6th P.M. Section 30: Lots 3, 4, E/2 SW/4			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block C)
WYW-06269	######	Township 31 North, Range 109 West, 6th P.M. Section 14: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W.	12	113	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block B) Assignment due from Lance.
		Section 13: NE/4, SW/4 Section 24: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #1-14, located in NE/4 Section 14-31N-109W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block B) Assignment due from Lance.
		Section 24: E/2 SW/4 Section 25: SW/4, NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the Pinedale Federal #13-19, located in SW/4 Section 19-31N-109W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block C) Assignment due from Ultra and Lance.

EXHIBIT "A-1"

LEASE RIGHTS - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
WYW-015314	######	Township 30 North, Range 108 West, 6th P.M. Section 10: SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the New Fork Federal #13-10, located in SW/4 Section 10-30N-108W.	12	144	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block E)
		Section 9: SW/4 Section 14: SW/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the New Fork Federal #13-10, located in SW/4 Section 10-30N-108W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block E)
WYW-015316	######	Township 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the New Fork Federal #13-10, located in SW/4 Section 10-30N-108W.	11	247	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block E)
		Township 31 North, Range 108 West, 6th P.M. Section 32: NE/4 From surface to the stratigraphic equivalent of 200' below the total depth drilled in the New Fork Federal #13-32 located in SW/4 Section 32-31N-108W.			Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block D)
WYW-144996	######	Township 31 North, Range 108 West, 6th P.M. Section 31: NE/4 Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S/2 NE/4	12	200	Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. and McMurry Oil Company (Block D)
WYW-144994	######	Township 31 North, Range 108 West, 6th P.M.	12	184	Farmout Agreement dated July 16, 1996

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LEASE RIGHTS - PINEDALE

Lease Name / Serial No.	Lease Date	Description	Recording Bk	Recording Pg	Applicable Agreement
		Section 32: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, S/2 NE/4			between Meridian Oil, Inc. and McMurry Oil Company (Block D)

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3rd Party PPR

EXHIBIT "B"

EXISTING WELLS - PINEDALE

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API_NUMBER
NEW FORK UNIT 13-10	30	108	10	SW SW	MCMURRY	49035216460000
PINEDALE UT KFU P A 7	30	108	15	SE NE	MCMURRY	49035061670000
PINEDALE FEDERAL 13-19	31	108	19	SWSW	MCMURRY	49035217570000
PINEDALE FED 13-2A	31	109	2	SW SW	MCMURRY	49035218300000
PINEDALE FED 1-14	31	109	14	NE NE	MCMURRY	49035215120000
PINEDALE 4A	32	109	34	NENW	MCMURRY	49035222560000
NEW FORK UNIT 13-32	31	108	32	SWSW	MCMURRY	
PINEDALE 2A	31	109	2	SWSW	MCMURRY	49035218300000

295

296

BOOK 1465 PAGE 298

CONVEYANCE
(LINCOLN FUND)

FILED
Lincoln County, OK

FEB 20 2001 1:02 PM

Sharon K. Tenk
COUNTY CLERK
D Brumfield, Deputy

COUNTY CLERK OFFICIAL SEAL LINCOLN COUNTY OKLA.

STATES OF OKLAHOMA
AND WYOMING

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTIES OF LINCOLN (OK)
AND SUBLETTE (WY)

1671 (CR)

This CONVEYANCE ("this conveyance") is dated to be effective as of JANUARY 1, 2001, at 7:00 A.M., Central Daylight Time (the "Effective Time") and is by and between QUENTIN SCOTT NOBLE ("QSN"), and NOBLE ROYALTIES, INC. ("NOBLE"), whose address is 13601 Preston Road, Suite 1008West, Dallas, TX 75240.

WHEREAS,

(A) Reference is here made for all purposes to the following described instrument:

(1) instrument entitled "Conveyance" from Noble Royalties, Inc. to Quentin Scott Noble which instrument is recorded in Book 112 O&G, Page 497 of the Oil and Gas Records of Sublette County, Wyoming, and recorded in Book 1413, Page 480 of the records of Lincoln County, Oklahoma, covering certain interests in and to the leases, reference to which instrument is here made for all purposes.

282899

RECORDED March 2 2001 4:20 PM
IN BOOK II 106 PAGE 296
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoggin

TRACT ONE:

WELL NAME	LOCATION
PITA #1 and Pita #2	S/2 NW/4, containing 80.00 acres, more or less, less and except Railroad Right of Way, of Section 01, Township 15 North, Range 02 East, Lincoln County, Oklahoma.

TRACT TWO:

WELL NAME	LOCATION
LAKE RIDGE UNIT	Section 11, Township 28 North, Range 115 West, Sublette County, Wyoming.

which instrument is hereinafter referred to as the "Assignment";

(B) All of the interests in and to all of the leases, lands, wells, personal property and equipment which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) QSN desires to sell, assign and convey to NOBLE all of its rights, titles and interests in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00)

Noble Royalties Inc.
13601 Preston Rd
Suite 1008 West
Dallas, TX 75240

CONTINUED

and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, QSN does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto NOBLE all of its rights, titles and interests in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

Notwithstanding anything contained herein to the contrary, QSN and NOBLE do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. QSN HAS NOT MADE, AND QSN HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND NOBLE HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO NOBLE BY OR ON BEHALF OF QSN, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE Interests, (c) THE ENVIRONMENTAL CONDITION OF THE Interests, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (g) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE QUANTITY, QUALITY, CONDITION, SIZE, WEIGHT, SERVICEABILITY OR ANY OTHER ASPECT OF THE WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT, IF ANY, WHICH COMPRISE THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER AND (h) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH QSN AND NOBLE THAT THE UNDIVIDED INTEREST IN AND TO THE Interests BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO NOBLE IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS NOBLE IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF this conveyance NOBLE WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS NOBLE DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. QSN AND NOBLE AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. QSN AND NOBLE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 14th day of February, 2001, but shall be effective as of the Effective Time.

BOOK 1465 PAGE 300

A. SCOTT NOBLE

Agent for Quentin Scott Noble

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 14TH day of FEBRUARY, 2001, by A. SCOTT NOBLE, agent for Quentin Scott Noble and acting in the capacity herein stated.

LINDA KAY ELS
Notary Public, State of Texas
My Commission Expires 11/10/01

Notary Public in and for
the State of Texas

A:\CONVEYNC.01

Noble Royalties, Inc.
13601 Preston Road, Suite
1008-W
Dallas, Texas 75240

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

BE IT KNOW BY THESE PRESENTS, That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, WILLIAM C. KIRKWOOD, of P.O. Box 3439, Casper, Wyoming 82602 and DAL PARTNERSHIP, of P.O. Box 21395, Billings, Montana 59104 (hereinafter collectively known as "Assignors"), do hereby grant, bargain, sell, assign, set over, transfer and convey unto WOLVERINE GAS AND OIL CORPORATION, of One Riverfront Plaza, 55 Campau N.W., Grand Rapids, Michigan 49503 (hereinafter known as "Assignee"), without warranty of title, express or implied, 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 on 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) 54.1% of the overriding royalty interest originally assigned to Assignors by the Assignment of Overriding Royalty dated June 23rd, 2000, and further described as follows:

William C. Kirkwood	54.1% of 62.5% of 2.25% of 8/8ths
DAL Partnership	54.1% of 37.5% of 2.25% of 8/8ths

This Assignment of Overriding Royalty Interest is given pursuant to the provisions of a certain Letter Agreement, as amended, between Kirkwood Oil and Gas, Loma Energy Corporation and Wolverine Gas and Oil Corporation, dated March 15, 1999, and is subject to all the provisions of said agreement.

The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Assignor and Assignee, and their respective successors and assigns.

282918

RECORDED March 5 2001 4:10 PM
IN BOOK 117046 PAGE 299
FEES $ 12.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

300

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed on its behalf this 5 day of ~~January~~ Feb, 2001.

WITNESSES:

William C. Kirkwood

STATE OF WYOMING)
) ss:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 5 day of Feb, 2001, by William C. Kirkwood.

My commission expires:

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

, Notary Public
Natrona County, Wyoming

WITNESSES:

Lori A Hansen

DAL PARTNERSHIP

By: Douglas R. Hansen,
Its: General Partner

STATE OF MONTANA)
) ss:
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this 12th day of February, 2001, by Douglas R. Hansen, as Partner of DAL Partnership, a Montana General partnership.

JASON W. GRUDER
NOTARIAL SEAL
PUBLIC
MONTANA

My commission expires:

, Notary Public
Yellowstone County, Montana

Prepared by and Return to:

Richard D. Moritz
One Riverfront Plaza
55 Campau N.W.
Grand Rapids, MI 49503

EXHIBIT 'A'

Attached hereto and made a part hereof, that certain Assignment of Overriding Royalty Interest dated January ____, 2001 by and between William C. Kirkwood, DAL Partnership and Wolverine Gas and Oil Corporation.

Lessor:	Little Sandy Grazing Association
Lessee:	Wolverine Gas and Oil Corporation
Dated:	June 16, 1999
Recorded:	Liber 112, Page 149
Description:	T28N, R105W, Sublette Co., WY Section 28: SE/4 SW/4

Lessor:	Eldon M. Spicer Estate (Dec'd)
Lessee:	Wolverine Gas and Oil Corporation
Dated:	August 2, 1999
Recorded:	Liber 112, Page 321
Description:	T28N, R105W, Sublette Co., WY Section 28: SE/4 SW/4

5C

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-150871

Lease Effective Date
(Anniversary Date)
August 1, 2000

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th PM Section 9: All Section 10: All containing 1,280.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282978

RECORDED March 9 2001 4:20 PM
IN BOOK 117 O&G PAGE 303
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

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

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

76126

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 26th day of February, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 26th day of February, 2001.

My Commission Expires:
2-9-2004

Notary Public within and for the
State of Texas

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

royalty due to the United States when this assignment is made to ...

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

Executed this 26th day of February ,2001

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor (Signature) Gary Butler, President

or
Attorney–in-fact (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 26th day of February ,2001

EOG Resources, Inc

Assignee (Signature)

or
Attorney-in-fact R.H. Leffingwell
Agent and 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

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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-151287

Lease Effective Date
(Anniversary Date)
October 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th PM Section 17: S2SE containing 80.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

282979
RECORDED March 9 2001 4:20PM
IN BOOK 117 O+G PAGE 305
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soeten

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

West Juel 76174-000

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

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person whose name is 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 26th day of February, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Adams known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for 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 26th day of February, 2001.

My Commission Expires:
2-9-2004

Notary Public within and for the
State of Texas

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

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

Executed this 26th day of February, 2001

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or

Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 26 day of February, 2001

EOG Resources, Inc.

Assignee _____ (Signature)

or

Attorney-in-fact _____ (Signature)

R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Know all persons by these presents: That Constance Gerrard (hereafter "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 acknowledged by assignor, does hereby sell, assign, set over, transfer and convey to Judith Haeder (hereafter "assignee"), her heirs, successors and assigns, of 1410 West Boulevard, Rapid City, SD 57701, fifty percent (50%) of assignor's total right, title and interest in the following overriding royalty interest(s) (hereafter "ORI") in and to all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands (hereafter "Oil and Gas Lease") described thusly (assignor's right, title and interest in each lease and/or ORI interest is shown in percentages and/or decimals, alongside each lease and/or ORI interest, and it is against each of these respective interests that assignor's assignment of fifty percent (50%) is to be calculated) :

1.	60 % of 3.0 % ORI	Hogsback Unit A, Tract 16 (Phillips - Taylor), described as E/2 of SE/4 of Section 1-T26N-R114W, 6th P. M. in Lincoln and Sublette Counties, Wyoming.
2.	0.0066670 ORI	Tip Top Unit "B", Tract 28 (Taylor), described as SW/4 of SW/4 of Section 20, Lots 15 and 16 in Section 31, Lots 3 and 4 in Section 32-T28N-R113W, 6th P. M., containing 175.52 acres in Sublette County, Wyoming.
3.	60 % of 3.0 % ORI	Hogsback Unit Bear River (Muddy), Tract 16, described as E/2 of SE/4 of Section 1, T26N-R114W, 6th P. M, in Lincoln County, Wyoming.
4.	0.0066670 ORI	Tip Top Unit "A", Tract 28 (Taylor), described as Lots 15 and 16 of Section 31-T28N-R113W, 6th P. M., containing

282990

RECORDED March 13 2001 8:45 AM
IN BOOK 117 OR6 PAGE 307
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

page 307
is duplicated

(Property description of No. 4 interest continues): 84.64 acres per the terms of the Unitization Agreement which was filed for record in Sublette County, Wyoming.		
5.	60 % of 3.0 % ORI	Allocation to Dry Piney Unit "A", Tract 21 (Phillips-Chouteau), described as NE/4 of NE/4 Section 22, and NW/4; NW/4 of NE/4 Section 23-T27N-R114W, in Lincoln and Sublette Counties, Wyoming.

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, express or implied.

In Witness Whereof, Assignor has executed and delivered this Assignment of Overriding Royalty Interests effective March 7, 2001.

Constance Gerrard

Constance Gerrard

City of Washington)
District of Columbia)

On March 7, 2001, Constance Gerrard appeared before me, the undersigned Notary Public in and for said City and District; Constance Gerrard is known to me to be the person described in, and who executed, the Assignment of Overriding Royalty Interests, and she acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public for the District of Columbia
My Commission expires:

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned Delbert W. & Dorothy M. Selby: (Husband and Wife) hereinafter referred to as "ASSIGNOR", for and in consideration of the sum of Ten Dollars ($10.00) the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer sell and convey unto Crown Oil and Gas Company, Inc. of P.O. Box 519, Big Piney Wyoming, 83113, herein after referred to as "ASSIGNEE", its successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases, interest in minerals, royalty interests and overriding royalty interests which Assignor may have in the properties or interests as set out in Exhibit "A" attached hereto and made a part hereof, including but not limited to a (0.0934141) overriding royalty interest in the production, from the well bore of the "Split River Fee # 24-35" well, together with all personal property, fixtures and improvements on, appurtenant to, or used or obtained by Assignor in connection with the land or wells or with the production treatment, sale or disposal of hydrocarbons or water produced there from or attributable thereto, including without limitation well equipment, casing, tubing, tanks, crude oil, condensate or products placed into storage or into pipelines, gathering system, power lines, roads, and field processing plants, and other appurtenances thereunto belonging, all in "as is-where is" condition.

Assignor warrants that he holds and owns The Oil & Gas Lease interest in all minerals as stated in Exhibit "A" Attachment:

To have and to hold the same unto Assignees, Assignees' successors and assigns forever, subject to the terms and provisions contained in the lease, contracts, and assignments relating thereto, and to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction, all of which Assignee hereby assumes insofar as same are applicable to the interest hereby assigned, and further subject to the terms and provisions of all assignments, contracts and provisions through which Assignor acquired its title to said oil and gas leases, interest in minerals, royalty interests and overriding royalty interests, or to which said oil and gas lease and interests are subject.

Executed this 8th day of March, 2001

ASSIGNOR:

Delbert W. Selby

By: Delbert W. Selby

Dorothy M. Selby

By: Dorothy M. Selby

ASSIGNEE:

Crown Oil and Gas Company, Inc.

By: _____

Title: PRESIDENT

283010

RECORDED March 8 2001 1:45 PM
IN BOOK 170+h PAGE 308
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

STATE OF NY)
) ss.
COUNTY OF Erie)

Subscribed and sworn before me this 8th day of March, 2001 by Delbert Selby, _____ of _____, and (he/she) being first duly sworn by me upon (his/her) oath says that (he/she) is signing the foregoing agreement of (his/her) own free and voluntary act, with consent and authority from the (Board of Directors) (Management Committee) ((Partners) (General Partners) of said (Corporation) (Limited Liability Company) (Partnership) (Limited Partnership) to sign as their agent and to act on their behalf.

Witness my hand and
Official seal.

James G Gyalog
Notary Public

JAMES G. GYALOG
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 4/18/2001

My Commission Expires:

STATE OF NY)
) ss.
COUNTY OF Erie)

Subscribed and sworn before me this 8th day of March, 2001 by Dorothy M Selby, _____ of _____, and (he/she) being first duly sworn by me upon (his/her) oath says that (he/she) is signing the foregoing agreement of (his/her) own free and voluntary act, with consent and authority from the (Board of Directors) (Management Committee) ((Partners) (General Partners) of said (Corporation) (Limited Liability Company) (Partnership) (Limited Partnership) to sign as their agent and to act on their behalf.

Witness my hand and
Official seal.

James G Gyalog
Notary Public

JAMES G. GYALOG
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 4/18/2001

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

Subscribed and sworn before me this 23rd day of February, 2001 by David W. Neher, President, Crown Oil and Gas Company, Inc., and he being first duly sworn by me upon his oath says that he is signing the foregoing agreement of his own free and voluntary act, with consent and authority from the (Board of Directors) (Management Committee) (Partners) (General Partners) of said (Corporation) (Limited Liability Company) (Partnership) (Limited Partnership) to sign as their agent and to act on their behalf.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and ye[illegible]

BARBARA A. WELLS Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2001

Barbara A Wells
Notary Public

My Commission Expires:

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment, Bill Of Sale And Conveyance By And Between Delbert W. & Dorothy M. Selby (Husband & Wife) As Assignor, And Crown oil & Gas Company, Inc., Assignee, Dated Effective January 1st, 2001.

Sublette County, Wyoming

TOWNSHIP 28 NORTH RANGE 112 WEST, 6th P. M
Section 35: Lot 6 – 37.46, Lot 7 – 19. 80,
Lot 10 – 9.58, Lot 11 – 39. 22,
And the bed of the Green River
riparian thereto;

TOWNSHIP 27 NORTH, RANGE 112 WEST, 6th P. M.
Section 2: Lot 4 – 13.51, and the bed of the
Green River riparian thereto.

Executed this 8th day of March, 2001.

Delbert W. Selby

Dorothy M. Selby

Dorothy M. Selby

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of February, ~~19~~2001, by and between Gordon M. Mickelson and Margaret G. Mickelson, husband & wife

of PO Box 190, Big Piney, WY 83113, 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

283026

RECORDED March 14 2001 at 2:00 PM
IN BOOK 117 O&G PAGE 311
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 ---- acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the At address shown above ~~Bank~~ ~~[illegible]~~, the ~~[illegible]~~ sum of $2.00 per net acre ~~[illegible]~~, 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 Gordon M Mickelson
Gordon M. Mickelson
SSN: 520-42-9681

X Margaret G. Mickelson
Margaret G. Mickelson
SSN: 520-20-6473

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 9th day of March, ~~19~~2001, before me personally appeared Gordon M. & Margaret G. Mickelson, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

02-01-04

LORI MOORE — NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

On this _____ day of _____, 19_____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 19_____ at _____ o'clock ___M and recorded in Book _____ at Page _____ of the records of this office.

_____ By _____

Register of Deeds — Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated February 28, 2001 by and between Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, Lessors, and Starwood, Inc., Lessee, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28: Lot 1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4, SE/4NW/4
Section 33: NE/4
Section 34: Lot 3
Together with all accretion and riparian right, title and interest to the bed of the Green River

NOTWITHSTANDING anything to the contrary contained in the printed portion of the lease to which this Exhibit "A" is attached, LESSOR and LESSEE also agrees 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.

Signed for identification

Gordon M. Mickelson

Gordon M. Mickelson

Margaret G. Mickelson

Margaret G. Mickelson

FORM TA-21-2 REV. 3-15-94

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated February 28, 2001, from Gordon M. Mickelson and Margaret G. Mickelson, husband and wife, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28: Lot 1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4, SE/4NW/4
Section 33: NE/4
Section 34: Lot 3
Together with all accretion and reparian right, title and interest to the bed of the Green River

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Patricia Chapel

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
Patricia Chapel	P O Box 152 Big Piney, WY 83113	$948.12

283027

RECORDED March 14 2001 9:20a M
IN BOOK 1170+G PAGE 314
FEES $ 8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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 28 day of February, 2001.

x Patricia Chapel (SEAL)
Patricia Chapel

(SEAL)

SS# 520-50-1289

(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 28 day of February, ~~19~~ 2001 personally appeared Patricia Chapel

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.

BONNIE DUNCAN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/16/2002

My Commission Expires 4/16, 2002

Bonnie Duncan
Notary Public.

Address: PO Box 142 Big Piney, WY

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

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

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 February 28, 2001, from Gordon M. Mickelson and Margaret G. Mickelson, husband & wife, as Lessors, to Starwood, Inc., a Texas Corporation as Lessee, recorded in Book ____, Page ____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28: Lot 1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4, SE/4NW/4
Section 33: NE/4
Section 34: Lot 3
Together with all accretion and reparian right, title and interest to the bed of the Green River

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Gordon M. Mickelson and Margaret G. Mickelson, husband & wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife	P O Box 190 Big Piney, WY 83113	$948.12

2830028

RECORDED March 14 2001 2:20PM
IN BOOK 117 OTG PAGE 316
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 9th day of March, 19 2001

X Gordon M Mickelson
Gordon M. Mickelson
SSN: 520-42-9681

X Margaret G Mickelson (SEAL)
Margaret G. Mickelson
SSN: 520-20-6473 (SEAL)

(SEAL)

(SEAL)

STATE OF_____
} ss.
COUNTY OF_____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
} ss.
COUNTY OF_____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
} ss.
COUNTY OF_____

ACKNOWLEDGMENT (For use by Corporation)

On this_____ day of_____, A.D. 19_____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did say that he is the_____ of_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this_____ day of_____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires_____

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

_____County,_____

Term_____

This instrument was filed for record on the_____ day of_____, 19____, at _____ o'clock_____M., and duly recorded in Volume_____ Page_____

_____ of the records of this office.

_____
County Clerk.

By_____
Deputy.

When recorded return to

[redacted] ACKNOWLEDGEMENT [redacted]

State of Wyoming)
)ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Gordon M. & Margaret G. Mickelson, this 9 day of March, 19~~9~~2001

Witness my hand and official seal.

Lori Moore
Notary Public

(Seal)

My commission expires: 2-01-04

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

STIPULATION OF INTEREST

NOTICE IS TAKEN OF THE FOLLOWING FACTS:

1. By Mineral & Royalty Deed dated October 9, 2000, recorded in Book 2, Page 399, Mineral Deeds of Sublette County, Wyoming, Dolly V. Edmonds and Mary Esther Hubis, Co-Trustees under the Dolly V. Edmonds Living Trust, dated January 27, 2000, conveyed to Texas Royalties, S. Rhett Gist, J. Chris Statton and J. Kyle Jones an undivided 1/12 interest in and to all the oil, gas and other minerals in and under and that may be produced from the following lands situated in Sublette County, Wyoming:

Township-31-North, Range-108-West, 6th P.M.
Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, SW/4NE/4, SE/4NW/4
Section 6: Lots 8, 9, 10, 11
Section 8: NW/4NW/4

2. A grantee was omitted from the deed and it is the desire of the undersigned parties to stipulate as to the respective interests owned by virtue of the Mineral and Royalty Deed described above.

NOW THEREFORE, for adequate consideration, the receipt of which is hereby acknowledged, the undersigned do hereby grant and convey one to the other such interests in the undivided 1/12 mineral interest in the lands described above such that the undivided 1/12 mineral interest is owned as follows:

Texas Royalties- 33/100ths
P.O. Box 3579
Midland, Texas 79702

S. Rhett Gist- 24.75/100ths
301 N. Colorado, Suite 217
Midland, Texas 79701

J. Chris Statton- 24.75/100ths
~~301 N. Big Spring, Suite 100~~ P.O. Box 292
~~Midland, Texas 79701~~ Ridgway, CO 81432

Thomas H. Wilson- 10/100ths
511 W. Ohio Ave.
Midland, Texas 79701

283029

J. Kyle Jones- 7.5/100ths
P.O. Box 1874
Midland, Texas 79702

RECORDED March 14 2001 3:10 PM
IN BOOK 117 O&G PAGE 319
FEES $ 8.00 Mary L. Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

TO HAVE AND TO HOLD unto the undersigned, their respective heirs, executors, administrators, successors and assigns.

Executed this 18th day of March, 2001, but the effective date of this transaction shall be October 1, 2000.

Texas Royalties

By: _____
Joe Gieb III, General Partner

_____
S. Rhett Gist

_____
J. Kyle Jones

_____
J. Chris Statton

_____
Thomas H. Wilson

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on March 1, 2001, by **Joe Gleb III**, General Partner, on behalf of **Texas Royalties.**

My Commission Expires

2-14-04

Whitney Good
Notary Public State of Texas

WHITNEY GOOD
Notary Public
State of Texas
Comm. Expires 02-14-2004

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on March 1, 2001, by **S. Rhett Gist.**

My Commission Expires:

2-14-04

Whitney Good
Notary Public State of Texas

WHITNEY GOOD
Notary Public
State of Texas
Comm. Expires 02-14-2004

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on March 1, 2001, by **Thomas H. Wilson.**

My Commission Expires

2-14-04

Whitney Good
Notary Public State of Texas

WHITNEY GOOD
Notary Public
State of Texas
Comm. Expires 02-14-2004

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on March 1, 2001, by **J. Kyle Jones.**

My Commission Expires

2-14-04

Whitney Good
Notary Public State of Texas

WHITNEY GOOD
Notary Public
State of Texas
Comm. Expires 02-14-2004

STATE OF Colorado
COUNTY OF Ouray

This instrument was acknowledged before me on 3-5, 2001, by **J. Chris Statton.**

My Commission Expires

Commission Expires
02/03/2003

Notary Public State of

LAURELA. MARTINEZ
NOTARY
PUBLIC
STATE OF COLORADO

321

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-143673

Lease Effective Date
(Anniversary Date)
Dec 1, 1997

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 17: W2NE, W2, SE Section 20: N2, SW, N2SE Section 21: N2, NWSW containing 1,480.00 acres, more or less in Sublette County, Wyoming	100%	100%	-0-	-0-	2.55%

283058

RECORDED March 16 2001 9:25 AM
IN BOOK 117 O+G PAGE 321
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saeter

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)

76176-000

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 2nd day of March, 2001.

My Commission Expires: July 17, 2003

Notary Public: John F. Kelly
Address: 10136 W. Arbor Place
Littleton, CO 80127

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 and Attorney-in-fact for 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 2nd day of March, 2001.

My Commission Expires:
2-9-2004

Carrie Stevens
Notary Public within and for the
State of Texas

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

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 2nd day of March ,20 01

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor (Signature) By: Gary Butler, President

or
Attorney–in-fact (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 2nd day of March ,20 01

EOG Resources, Inc.

Assignee (Signature)

or
Attorney-in-fact R.H. Leffingwell
Agent and 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

AFTER RECORDING, RETURN TO:
Craig R. Carver
Alfers & Carver, LLC
730 17th Street, #340
Denver, CO 80202
(303) 592-7674

283097

RECORDED March 19 2001 2:55 PM
IN BOOK 117 O+G PAGE 323
FEES $ 16.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignment of Overriding Royalty Interests

THIS ASSIGNMENT AND CONVEYANCE ("Assignment"), effective as of 7:00 a.m., local time at the location of the affected real property, on November 1, 2000, the ("Effective Time"), is made by JANE ELIZABETH ELWING, f/k/a JANE E. CHORNEY ("Assignor"), whose address is 619 So. Xenon Ct., Lakewood, CO 80228, to THE JANE ELIZABETH ELWING TRUST U/A DTD 3/1/1993, a living revocable trust formed under the laws of Colorado, whose address is 619 So. Xenon Ct., Lakewood, CO 80228 ("Assignee").

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby grant, bargain, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns the following properties, assets, rights, and obligations (the "Interests"):

All of Assignor's right, title and interest in, to and under the oil, gas and mineral leases, lands, and units described on Exhibit A, attached hereto and made a part hereof for all purposes, and including any and all interests of Assignor therein, including, without limitation, overriding royalty interests, executory interests, reversionary interests, net profits interests, net revenue interests, royalty interests, payments out of production and other rights, including contractual rights to production, and contractual rights providing for the acquisition or earning of any such interests, owned by Assignor, in whole or in part, whether directly or indirectly, and any other interests of a similar nature (hereafter the "Leases");

All of Assignor's right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases after the Effective Time;

All of Assignor's right, title and interest in and to all petroleum, hydrocarbons and gases produced from or attributable to the Leases which at the Effective Time have not been sold by Assignor and are in storage, within processing plants, or in pipelines; and

All of Assignor's interests, rights and obligations in and to all permits, contracts and agreements associated with the Leases.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever.

This Assignment is made and accepted subject to the following:

1. This Assignment is made without warranty of any kind, whether express or implied; however, Assignor gives and grants to Assignee, its successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect to the Interests or any part thereof.

2. Reference is made to the land descriptions contained in the documents of title recorded in county records or contained in the files of the Bureau of Land Management

(BLM) or in the files of the applicable State Land Board, as described in Exhibit A. To the extent that any land descriptions on Exhibit A are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded or on file with the BLM or State are incorporated by this reference. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property, oil and gas lease records or conveyance records of the county and state in which the lease is situated and all BLM lease serial number references are to the records of the applicable State Office of the BLM administering the state in which the lease is situated. Reference is also made to the Net Revenue Interests ("NRI") as shown on Exhibit A. The amount reflected in such column constitutes the interest owned by Assignor in each Lease conveyed hereby, as reflected in the records of Assignor. However, to the extent that such amount is incorrect, it is the intent of Assignor to convey all of her interest in each referenced Lease, whether more or less than is stated on Exhibit A.

3. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS PERTAINING TO CHOICE OR CONFLICT OF LAWS, OF THE STATE OF COLORADO, EXCEPT AS TO MATTERS OF TITLE AND CONVEYANCING, WHICH SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE LEASE IS LOCATED.

4. Assignor agrees to execute such transfer orders and other documents as may be necessary to vest in Assignee all rights to receive and enjoy the interests herein assigned.

5. Assignee hereby certifies that Assignee is an association (i.e. a trust), the trustee and all of the beneficiaries of which are citizens of the United States, and that the trust is fully qualified to hold interests in federal oil and gas leases in conformance with the requirements of 43 CFR § 3102.1.

6. Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

7. 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. To facilitate recording and filing with the BLM, a counterpart to be recorded in a given county or to be filed with the BLM may contain only those portions of the Exhibits hereto that describe property located in that county or that pertain to a specific lease. Assignor and Assignee have each retained a counterpart of this assignment with a complete copy of Exhibit A.

Executed on this 4th day of Jan., 2006, but effective for all purposes as of the Effective Time.

ASSIGNOR:

JANE ELIZABETH ELWING (f/k/a Jane E. Chorney)

Jane E Elwing

JANE E. CHORNEY (whose name has been changed by marriage to Jane Elwing, and who is one and the same person as Assignor)

ASSIGNEE:

THE JANE ELIZABETH ELWING TRUST, U/A DTD 3/1/1993, a living revocable trust formed under the laws of the State of Colorado

By:
Its: Trustee, JANE ELIZABETH ELWING

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me this 4th day of Jan., 2000, by JANE ELIZABETH ELWING, formerly known as, and known by me to be one and the same person as, Jane E. Chorney. Witness my hand and official seal.

My commission expires: 9/12/03 Colorado Notary's License #92-065-7004

(NOTARY SEAL)

OFFICIAL NOTARY SEAL
CAROL A BRUNOVSKY
COMMISSION NUMBER
CC680382
MY COMMISSION EXPIRES
SEPT 12,2003

Carol A. Brunovsky
Notary Public in and for the State of Florida
Residing at: 6802 Dryden Court
Boynton Beach, FL 33436

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me this 4th day of Jan., 2000, by JANE ELIZABETH ELWING, trustee of THE JANE ELIZABETH ELWING TRUST, U/A DTD 3/1/1993, a living revocable trust. Witness my hand and official seal.

My commission expires: 9/12/03

(NOTARY SEAL)

OFFICIAL NOTARY SEAL
CAROL A BRUNOVSKY
COMMISSION NUMBER
CC680382
MY COMMISSION EXPIRES
SEPT 12,2003

Carol A. Brunovsky
Notary Public in and for the State of Florida
Residing at: 6802 Dryden Court
Boynton Beach, FL 33436

State County	Type NRI	Legal Description	Acreage	Lease Rec Data Date Recorded	BLM or State Lease #
WY Natrona	ORRI 3.5000%	T32N, R85W, 6th P.M.: Sec. 6: Lots 3,4,5, SE/4NW/4.	155.65		WYW-85634
WY Niobrara	ORRI 5.0000%	T40N, R65W, 6th P.M.: Sec. 3: Lots 1,2, S/2NE/4, SE/4; Sec. 10: E/2.	638.09		W-105122
WY Park	ORRI 0.5625%	T48N, R99W, 6th P.M.: Sec. 5: N/2	320.00		WYW-27495
WY Park	ORRI 2.0000%	T52N, R98W, 6th P.M.: Sec. 13: Lot 11; Tract 59-D, Tract 74-A,B,C; T53N, R98W, 6th P.M.: Sec. 26: E/2SE/4; Sec. 35: Lots 1,2,3,4; Sec. 36: Lots 1,2,3,4,5.	580.81		WYW-104088
WY Sublette	ORRI 2.0000%	T29N, R111W, 6th P.M.: Sec. 19: Lots 1,2,3,4, E/2, E/2W/2; Sec. 29: W/2E/2, W/2; Sec. 30: Lots 1,2,3,4, E/2, E/2W/2; Sec. 31: Lots 1,2,3,4, E/2, E/2W/2; Sec. 32: W/2NE/4, SE/4NE/4, W/2, N/2SE/4, SW/4SE/4.	2958.34		W-108905

[redacted] [redacted] [redacted]

State County	Type NRI	Legal Description	Acreage	Lease Rec Data Date Recorded	BLM or State Lease #
WY	ORRI	T32N, R114W, 6th P.M.: Sec. 26: S/2; Sec. 27: W/2, SE/4.	800.00		W-36440
Sublette	0.5000%			2/22/1984	
WY	ORRI	T17N, R111W, 6th P.M.: Sec.14: SE/4SE/4.	40.00		WYW 115339
Sweetwater	1.2500%				
WY	ORRI	T25N, R108W, 6th P.M.: Sec 3: Lots 1-4, S/2N/2, S/2; Sec. 8: N/2; Sec 9: W/2; Sec. 10 All; Sec. 15: SW/4.	2079.53		W-118607
Sweetwater	2.0000%				
WY	ORRI	T24N, R110W, 6th P.M.: Sec. 7: SE/4NE/4, E/2SE/4, SW/4SE/4.	160.00		W-126573
Sweetwater	0.5625%			3/22/1984	
WY	ORRI	T15N, R94W, 6th P.M.: Sec.11: All.	640.00		W-21319
Sweetwater	0.5000%			5/4/1984	
WY	ORRI	T24N, R110W, 6th P.M.: Sec. 6: Lots 1-14 incl., S/2NE/4, SE/4; Sec. 7: Lots 1,2,5,6,7,8,11,12, E/2; T24N, R111W, 6th P.M.: Sec. 12: S/2; Sec. 13: S/2.	1952.96		W-3332
Sweetwater	0.5625%			3/22/1984	

QUITCLAIM DEED
AND ASSIGNMENT OF MINERAL INTERESTS

THIS INSTRUMENT dated March 12, 2001., is from ESTHER G. BUNNING-CHEESMAN, also known as Esther Goodnough Bunning and Esther G. Bunning ("Grantor"), whose address is 16925 Hierba Drive, No. 115, Rancho Bernardo, CA, 92128 to ESTHER G. BUNNING-CHEESMAN ("Trustee") as sole and surviving Trustee of THE ESTHER G. BUNNING 1979 FAMILY TRUST (the "Trust") created by Trust Agreement dated October 11, 1979, by Esther G. Bunning as trustor and herself and John T. Bunning, Jr. as co-trustee(s) ("Grantee"), with an address of 16925 Hierba Drive, No. 115, Rancho Bernardo, CA, 92128.

Recitals

A. Grantor owns certain interests in and to the oil, gas and other minerals of every type and character in, on or under the lands described on Exhibit 1 attached hereto, together with all property and rights incident thereto, including, without limitation, rights under contracts relating to such interests (collectively, the "Interests").

B. Grantor desires to quitclaim and assign all of the Interests to Grantee.

Conveyance

THEREFORE, for good and valuable consideration for estate planning purposes and no monetary consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby quitclaim, bargains, sells, assigns, transfers and conveys to Grantee all oil and gas and other mineral interests, including but not limited to any overriding royalty interest or working interest in and from the real property described on Exhibit 1, attached hereto and incorporated herein by reference under and by virtue of the terms and provisions of any existing Lease.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns forever.

This Instrument is made subject to the terms and conditions of any valid lease or leases covering all or any part of the land described in the recorded deeds described above. Grantor hereby assigns to Grantees all rights Grantor might have to receive oil and gas rentals and royalties, lease bonuses and any other payments due or to become due under such leases, if any.

This instrument is made without warranty of title except as to claims made by persons claiming by, through or under Grantor, but not otherwise.

This instrument is effective for all purposes as of March 12, 2001.

RECORDED March 21, 2001 8:35AM
IN BOOK 117 O+G PAGE 329
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

283118

Esther G. Bunning-Cheesman
Esther G. Bunning-Chessman

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 12th day of March, 2001, by Esther G. Bunning-Cheesman.

Witness my hand and official seal.

(SEAL)

CHERYL L. HOLLENBECK
Commission # 1189189
Notary Public - California
San Diego County
My Comm. Expires Jul 5, 2002

Cheryl L Hollenbeck
Notary Public
Printed Name: Cheryl L Hollenbeck
Residing at: 11717 Bernardo Plaza Ct
San Diego, CA 92128

My commission expires: July 5, 2002

#667153 v2

[redacted] [redacted] [redacted]

Exhibit 1
LEGAL DESCRIPTIONS
Family Oil and Gas Interests
Esther G. Bunning

Sublette County, Wyoming:

Township 27 North, Range 106 West, 6th P.M., Section 27: SW/4 SW/4; Section 28: NW/4 SE/4; Section 34: W/2 NW/4, SE/4 NW/4, NW/4 SE/4, containing 240 acres more or less.

AFFIDAVIT AND NOTICE OF LEASE EXTENSION

THIS AFFIDAVIT AND NOTICE OF LEASE EXTENSION is to advise all persons that McMURRY ENERGY COMPANY, 370 17th Street, Suite 3020, Denver, CO 80202, as LESSEE, entered into two (2) Oil and Gas Leases dated October 10, 2000, with LOIS JANTZ, a married woman dealing in her sole and separate property, P.O. Box 1051, Thayne, WY, 83127, as LESSOR, covering lands situated in **SUBLETTE COUNTY, WYOMING,** as more fully described below:

Lease No. 1: **Township 32 North, Range 111 West, 6th P.M.**
Section 26: SWSW
Section 27: S/2NE, SE
Section 34: NE
Section 35: SENE, W/2NE, MW, S/2
Sublette County, Wyoming
Recorded: November 22, 2000, Book 116 O&G, Page 569

Lease No. 2: **Township 31 North, Range 111 West, 6th P.M.**
Section 1: Lots 3(39.80), 4(39.72) S/2NW, less one acre in the SESW
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01), SENW, S/2NE, SE, E/2SW
Section 11: N/2NE
Section 12: N/2NW, less one acre in the NENW
Sublette County, Wyoming
Recorded: November 22, 2000, Book 116 O&G, Page 566

WHEREAS, each Oil and Gas Lease, described above, has a primary term of six (6) months from the date of each said Oil and Gas Lease, being October 10, 2000, and

WHEREAS, each Oil and Gas Lease, described above, has an addendum, identified as Exhibit "A" which is attached to and made a part of each said Oil and Gas Lease. Within said addendum, in particular Article 4, is a provision wherein LESSEE has the option to extend the primary term of each said Oil and Gas Lease, as to all of said land covered thereby, for an additional three (3) years from the then current primary term by providing written notice to LESSOR at any time on or before expiration of said primary term of its election to exercise said option and by paying or tendering a bonus to LESSOR, in the sum of Twenty-Five Dollars ($25.00) for each net acre covered by such Oil and Gas Lease. 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, and

WHEREAS, LESSEE has tendered it written notice to exercise its option to extend the primary term of each Oil and Gas Lease, as described above, and tendered payment of bonus to LESSOR by Certified Mail, Return Receipt Requested, this 15th day of March, 2001.

NOW THEREFORE, Affiant states that the primary term of each said Oil and Gas Lease, described above, has been extended for a period of three (3) years from April 10, 2001.

FURTHER, Affiant sayeth not.

Steve Van Hook, Vice-President of Land
McMurry Energy Company

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th Day of March, 2001, by Steve VanHook as Vice President of Land of McMurry Energy Company.

WITNESS my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Lynette Y. Johnson

370 17th Street, Suite 3020, Denver, CO 80202

My Commission Expires 11/30/2002

My Commission expires: 11-30-2002

283153

RECORDED March 23 2001 11:00 A.M.
IN BOOK 117 O&G PAGE 331
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

AFFIDAVIT AND NOTICE OF LEASE EXTENSION

THIS AFFIDAVIT AND NOTICE OF LEASE EXTENSION is to advise all persons that McMURRY ENERGY COMPANY, 370 17th Street, Suite 3020, Denver, CO 80202, as LESSEE, entered into two (2) Oil and Gas Leases dated October 10, 2000, with THOMAS SANFORD, a married MAN dealing in his sole and separate property, 15275 Shamrock Lane, Brookfield, WI 53005, as LESSOR, covering lands situated in **SUBLETTE COUNTY, WYOMING,** as more fully described below:

Lease No. 1: **Township 32 North, Range 111 West, 6th P.M.**
Section 26: SWSW
Section 27: S/2NE, SE
Section 34: NE
Section 35: SENE, W/2NE, MW, S/2
Sublette County, Wyoming
Recorded: November 22, 2000, Book 116 O&G, Page 563

Lease No. 2: **Township 31 North, Range 111 West, 6th P.M.**
Section 1: Lots 3(39.80), 4(39.72) S/2NW, less one acre in the SESW
Section 2: Lots 1(39.72), 2(39.81), 3(39.91), 4(40.01), SENW, S/2NE, SE, E/2SW
Section 11: N/2NE
Section 12: N/2NW, less one acre in the NENW
Sublette County, Wyoming
Recorded: November 22, 2000, Book 116 O&G, Page 560

WHEREAS, each Oil and Gas Lease, described above, has a primary term of six (6) months from the date of each said Oil and Gas Lease, being October 10, 2000, and

WHEREAS, each Oil and Gas Lease, described above, has an addendum, identified as Exhibit "A" which is attached to and made a part of each said Oil and Gas Lease. Within said addendum, in particular Article 4, is a provision wherein LESSEE has the option to extend the primary term of each said Oil and Gas Lease, as to all of said land covered thereby, for an additional three (3) years from the then current primary term by providing written notice to LESSOR at any time on or before expiration of said primary term of its election to exercise said option and by paying or tendering a bonus to LESSOR, in the sum of Twenty-Five Dollars ($25.00) for each net acre covered by such Oil and Gas Lease. 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, and

WHEREAS, LESSEE has tendered it written notice to exercise its option to extend the primary term of each Oil and Gas Lease, as described above, and tendered payment of bonus to LESSOR by Certified Mail, Return Receipt Requested, this 15th day of March, 2001.

NOW THEREFORE, Affiant states that the primary term of each said Oil and Gas Lease, described above, has been extended for a period of three (3) years from April 10, 2001.

FURTHER, Affiant sayeth not.

Steve Van Hook, Vice-President of Land
McMurry Energy Company

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th Day of March, 2001, by Steve VanHook as Vice President of Land of McMurry Energy Company.

WITNESS my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Lynette Y. Johnson

370 17th Street, Suite 3020, Denver, CO 80202

My Commission expires: 11-30-2002

283154

RECORDED March 23 2001 11:00 AM
IN BOOK 117 O+G PAGE 332
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of March, 2001 by and between Cornilia Baum Burke Family Trust of First National Bank of Omaha Trust Department, 11404 West Dodge Road, Suite 580, Omaha, Nebraska 68154, hereinafter called lessor (whether one or more), and Starwood, Inc. 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:

Township 31 North, Range 110 West, 6th P.M.
Section 17: NE/4NE/4, NW/4SW/4, SE/4SW/4, NW/4SE/4

RECEIVED
2001 MAR 23 PM 1:00
293155

RECORDED March 23rd 2001 11:00AM
IN BOOK II 016 PAGE 333
FEES $ 9.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

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 160.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (10) 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 paragroph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at the address shown above ~~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 $2.00 per net acre ~~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 accoraing 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 an 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 By: Janet McClellon Kopp Personal Trust Officer
Cornilia Baum Burke Family Trust
First National Bank of Omaha, Trustee

Tax ID#: 47-6135986

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. (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 NEBRASKA
COUNTY OF DOUGLAS } SS. (Corporation—Wyo.) NEBRASKA

On this 6th day of March, 2001, before me appeared Janet McClellon-Kopp, to me personally known, who, being by me duly sworn, did say that she is the Personal Trust Officer President of First National Bank of Omaha, 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 Janet McClellon-Kopp acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:
4/12/2004

GENERAL NOTARY-State of Nebraska
MARIE T. KOLEY
My Comm. Exp. April 12, 2004

Marie T. Koley
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: .....

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 March 6, 2001, from Cornilia Baum BUrke Family Trust, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 110 West, 6th P.M.
Section 17: NE/4NE/4, NW/4SW/4, SE/4SW/4, NW/4SE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Cornilia Baum Burke Family Trust

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
Cornilia Baum Burke Family Trust	First National Bank of Omaha Attn: Trust Department 11404 West Dodge Road Suite 580 Omaha, Nebraska 68154	$320.00

283156

RECORDED March 23 2001 11:29 AM
IN BOOK 117 OR PAGE 335
FEES $ 8.00 By COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorton

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 6th day of March, in 2001

x By: Janet Melchior-Topp Personal Trust Officer (SEAL)
Cornilia Baum Burke Family Trust
First National Bank of Omaha, Trustee (SEAL)

(SEAL)

(SEAL)

Tax ID#: 47-6135986

[redacted] [redacted] [redacted]

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.

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 NEBRASKA }
COUNTY OF DOUGLAS } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6th day of March, A.D. 19 2001, before me personally appeared Janet Melchior Kopp, to me personally known, who, being by me duly sworn, did say that she is the Personal Trust Officer of First National Bank of Omaha 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 Janet Melchior-Kopp acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 6th day of March, A.D. 19 2001

GENERAL NOTARY-State of Nebraska
MARIE T. KOLEY
My Comm. Exp. April 12, 2004

_____
Notary Public.

(SEAL)

My Commission expires 4/12/2001

Address: 11404 W. Dodge Rd. Suite 580 Omaha NE 68154

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

333A

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

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

Lease Serial No.
W-015315

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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

Type or print plainly in ink and sign in ink.

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
00 NOV 17 AM 9:00

PART A: TRANSFER

1. Transferee (Sublessee)* **Questar Exploration and Production Company**
   Street **1331 17th 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)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West 6th P.M. Section 21: W/2					
From the 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.	42.50%	15.9375% *	26.5625%	None	5.50% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,000', drilled in the Mesa 3-22D Well, located in the NENW of Section 22, T32N-R109W, 6th P.M.	42.50%	10.625% *	31.875%	None	5.50% of 8/8

Containing 320.00 acres more or less, Sublette Co., Wyoming

283162

RECORDED March 23 2001 1:45 PM
IN BOOK 117 O&G PAGE 923
FEES $ 9.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lacey

This assignment is subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc. and the Letter Agreement dated June 18, 1999 between Ultra and Questar

* Pursuant to the Purchases and Sale Agreement dated May 17, 1999, it is the intent and purpose of this assignment for Ultra Resources, Inc. to convey Questar Exploration and Production Company 50% of the interest Ultra Resources, Inc. was conveyed by the Assignment of Operating Rights

(Continued on Back)

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.

X Transfer approved effective DEC 01 2000

By /S/ Carmen E. Lovett (Authorized Officer)
LAND LAW EXAMINER (Title)
JAN 02 2001 (Date)

Extension
Assignment of
Oil & Gas

[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.

(Continued from front Page "Land Description Section)

dated June 18, 1999, approved effective August 1, 1999, from Questar Exploration and Production Company to Ultra Resources Inc. This Assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999, approved effective August 1, 1999, from Ultra to Questar.

STATE OF COLORADO) ACKNOWLEDGMENT (For use by Corporation)
) ss.
COUNTY OF DOUGLAS)

On this 9 day of October, 2000 before me personally appeared, Robin Benko, to me personally known who, being by me duly sworn, who did say that she is the Attorney-in-Fact for Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9 day of october, 2000

My commission expires:
5/23/2004

B. P. Ault
Notary Public.

BRIAN P. AULT NOTARY PUBLIC STATE OF COLORADO

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 October, 2000 Executed this 6th day of November, 2000

Name of Transferor **ULTRA RESOURCES, INC.**
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact Robin Benko
Robin Benko (Signature) **Attorney-in-Fact**

304 Inverness Way South, Suite 295
(Transferor'sAddress)

Englewood (City) **Colorado** (State) **80112** (Zip Code)

QUESTAR EXPLORATION AND PRODUCTION

Transferee _____
G.L. Nordloh (Signature) President/CEO
or
Attorney-in-fact _____
(Signature)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 fraudulen statements or representations as to any matter within its jurisdiction.

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of March, 2001, by and between Murdock Land & Livestock Co., a Wyoming Corporation, and Joseph W. Murdock and Jeane F. Murdock, individually, and as husband and wife of P.O. Box 86, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P.O. Box 200, Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS ($10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

283163

RECORDED March 23 2001 11:50AM
IN BOOK 117 OLG PAGE 335 335
FEE $ 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 867.01 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXX~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at the address shown above ~~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 $2.00 per net acre ~~XXXXXXXXXXXXXXXX~~, 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 Joseph W. Murdock
Joseph W. Murdock
SSN: 520-42-4307

x Jeane F. Murdock
Jeane F. Murdock
SSN: 520-46-8278

Murdock Land & Livestock Co.

By: Joseph W. Murdock
Joseph W. Murdock, President
Tax ID: 83-0264384

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 19th day of March, ~~19~~2001, before me personally appeared Joseph W Murdock, and Jeane F Murdock, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

02-01-04

Lori Moore
Notary Public

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE (Individual) STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

STATE OF _____
COUNTY OF _____ } SS.

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

On this _____ day of _____, 19_____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 19_____ at _____ o'clock ___M and recorded in Book _____ at Page _____ of the records of this office.

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

Exhibit "A" attached to and made a part of that certain Oil and Gas Lease, dated March 15,2001 by and between Murdock Land & Livestock Co., a Wyoming Corporation, and Joseph W. Murdock and Jeane F. Murdock, individually, and as husband and wife as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 6, 7, 8, 9, 10, SW/4NW/4, SE/4SW/4, SE/4
Section 28: Lots 1, 2, 3, 4, NE/4NW/4, N/2NE/4

Less a tract of land containing 1.66 acres described at Book 22, Page 388 of the official records of Sublette County, Wyoming.

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork and Green River.

Signed for identification: Murdock Land & Livestock Co., A Wyoming Corporation

Joseph W. Murdock, President

Joseph W. Murdock

Jean F. Murdock

[redacted] [redacted] [redacted]

FORM TA-21-2 REV. 3-15-94

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, **WHEREAS**, that certain oil and gas lease, dated March 15, 2001, from Murdock Land & Livestock Co., and Joseph W. Murdock and Jeane F. Murdock, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book _____, Page _____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED 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 Murdock Land & Livestock Co., a Wyoming Corporation and Joseph W. Murdock and Jeane F. Murdock, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto 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
Joseph W. Murdock and Jeane F. Murdock	P.O. Box 86 Big Piney, Wyoming 83113	$1,325.18

283164

RECORDED March 23 2001 1:50 PM
IN BOOK 117 O+G PAGE 338
FEES $10.00 Mary L. Gilbert 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 19th day of March, ~~19~~ 2001.

X Joseph W. Murdock
Joseph W. Murdock
SSN: 520-42-4307

X Jeane F. Murdock
Jeane F. Murdock
SSN: 520-46-8278

Murdock Land & Livestock Co. (SEAL)
By: Joseph W. Murdock (SEAL)
Joseph W. Murdock, President
(SEAL)
Tax ID: 83-0264384
(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 19th day of March, 19 2001, personally appeared Joseph W Murdock and Jeane F Murdock

and

, 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 Exp 12-21-04

LORI MOORE NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES FEB. 1, 2004

Lori Moore
Notary Public.

Address: 440 Budd Ave 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

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 March 15,2001 by and between Murdock Land & Livestock Co., a Wyoming Corporation, and Joseph W. Murdock and Jeane F. Murdock, individually, and as husband and wife as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 6, 7, 8, 9, 10, SW/4NW/4, SE/4SW/4, SE/4
Section 28: Lots 1, 2, 3, 4, NE/4NW/4, N/2NE/4

Less a tract of land containing 1.66 acres described at Book 22, Page 388 of the official records of Sublette County, Wyoming.

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork and Green River.

Signed for identification: Murdock Land & Livestock Co., A Wyoming Corporation

Joseph W. Murdock
Joseph W. Murdock, President

Joseph W. Murdock
Joseph W. Murdock

Jeane F Murdock
Jeane F. Murdock

341

W4-051-00040-00

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 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-137342**

Lease Effective Date (Anniversary Date) **September 1, 1995**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **McMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	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
Township29 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: Lot 1(39.97), 2(39.88), S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4 Containing 1801.33 Acres, more or less SUBLETTE COUNTY, WYOMING This lease is subject to the Operating Agreement by and between Amoco Production Company, McMurry Oil Company, Nerd Enterprises Inc., Fort Collins Consolidated Royalties Inc., and Edward M. Warner dated effective April 1, 2000.	16.50	16.50	0.00	0.00	OF RECORD

RECORDED March 23 20 01 2:36 P M
IN BOOK 117 O+G PAGE 341
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

283166

FOR ASSIGNEE

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

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 1 2000

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

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title)

JAN 10 2001 (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.

[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 1st day of May, 2000

Name of Assignor as shown on current lease McMURRY OIL COMPANY
Please type or print

Assignor John W. Martin
or (Signature) John W. Martin, President

Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May, 2000

McMURRY ENERGY COMPANY

Assignee John W. Martin
or (Signature) John W. Martin, President

Attorney-in-fact _____
(Signature)

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

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

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

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Colorado)
)§
COUNTY OF Denver)

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

Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

051-22

Form 3-00-3
(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

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

00 NOV 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.	WYW-131987
Lease Effective Date (Anniversary Date)	April 1, 1994
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 15: ALL Section 22: ALL Section 27: ALL Containing 1,920.00 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283167

RECORDED March 23 2001 2:25 PM
IN BOOK 117 OF 6 PAGE 344
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socken

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 assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

Assignment approved effective DEC 01 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)

JAN 10 2001 (Date)

344

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 1st day of May ,2000

Name of Assignor as shown on current lease: **MCMURRY OIL COMPANY**
Please type or print

Assignor _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May, 2000

MCMURRY ENERGY COMPANY

Assignee _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

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

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynette Y. Johnson
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 1st day of May, 2000, By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynette Y. Johnson
Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

****

wy-051-00037-00.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN 29 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-116264
Lease Effective Date (Anniversary Date)	June 1, 1989
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17TH Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	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 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 1-4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2 Containing 2216.17 acres, more or less Sublette County, Wyoming	49.50%	49.50%	-0-	-0-	Of Record

283168

RECORDED March 23 2001 2:25PM
IN BOOK 117 046 PAGE 347
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

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 FEB 01 2001

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

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

Chief, Leasable Minerals Section (Title)

FEB 22 2001 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

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 1ST day of May ,2000

Name of Assignor as shown on current lease: MCMURRY OIL COMPANY
Please type or print

Assignor or Attorney-in-fact: John W. Martin, as President
(Signature)

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

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

Executed this 1ST day of May, 2000

MCMURRY ENERGY COMPANY

Assignee or Attorney-in-fact: John W. Martin, as 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 1st day of May, 2000 by **John W. Martin, President of McMurry Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

Seal

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 1st day of May, 2000, By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

****

My Commission Expires 11/30/2002

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN 29 AM 9:00
RECEIVED
CHEYENNE WYOMING

W11-051-00038-00

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-116265**
Lease Effective Date (Anniversary Date) **June 1, 1989**
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **MCMURRY ENERGY COMPANY**
Street **370 17TH Street, Suite 3020**
City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	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 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2 Containing 1760.00 acres, more or less Sublette County, Wyoming	49.50%	49.50%	-0-	-0-	Of Record

283169

RECORDED March 23 2001 2:25 PM
IN BOOK 117 046 PAGE 350
FEES $ 10.00 in
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

Assignment approved effective FEB 01 2001

☐ Assignment approved for attached land description

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

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

Chief, Leasable Minerals Section (Title)

FEB 22 2001 (Date)

FOR ASSIGNEE

350

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 1st day of May ,2000

Name of Assignor as shown on current lease MCMURRY OIL COMPANY
Please type or print

Assignor
or
Attorney-in-fact John W. Martin, as President
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee
or
Attorney-in-fact John W. Martin, as 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: 1998-774-004/41005

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

****

STATE OF Colorado)
)§
COUNTY OF Denver)

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

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 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-133051
Lease Effective Date (Anniversary Date)	August 1, 1994
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 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, E/2SW/4 Section 10: SW/4NW/4 Township 30 North, Range 107 West, 6th P.M. Section 33: NE/4, SW/4 Containing 1280.13 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283170
RECORDED March 23 2001 1:25 PM
IN BOOK 117 O+G PAGE 353
FEES $ 10.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

UNITED STATES OF AMERICA

FOR ASSIGN

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

☑ Assignment approved for above described lands;

Assignment approved effective DEC 1 2000

☐ Assignment approved for attached land description

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

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

Chief, Leasable Minerals Section (Title)

JAN 11 2001 (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above described 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 1st day of May ,2000

Name of Assignor as shown on current lease MCMURRY OIL COMPANY
Please type or print

Assignor _____
or John W. Martin, as President
Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee _____
or John W. Martin, as President
Attorney-in-fact _____
(Signature)

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

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

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

)LORADO)
)§
DENVER)

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

Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My Commission Expires: 11-30-2002

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

STATE OF Colorado)
)§
COUNTY OF Denver)

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

Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My commission expires: 11-30-2002

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

WY-051-00041-00.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-141754
Lease Effective Date (Anniversary Date)	May 1, 1992
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4 Containing 240.00 acres, more or less Sublette County, Wyoming 283171	33.00%	33.00%	-0-	-0-	Of Record

RECORDED March 23 2001 2:25pM
IN BOOK 117 Q+6 PAGE 356
FEES $ 10.00 Mary L Gallagher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective AUG 01 2000

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

LAND LAW EXAMINER
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

Part . (Continued): ADDITIONAL SPACE for Nam 1 addresses of additional assignees in Item No. 1, if need 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 1st day of May ,2000

Name of Assignor as shown on current lease: **MCMURRY OIL COMPANY**
Please type or print

Assignor _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

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

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

****

STATE OF Colorado)
)§
COUNTY OF Denver)

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

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-30-2002

****

My Commission Expires 11/30/2002

359

wy-051-00047-00

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 JUL 19 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No. WYW-126772
Lease Effective Date (Anniversary Date) May 1, 1992
New Serial No.

Type or print plainly in ink and sign in ink.

RECEIVED
AUG 30 2000
BY:

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
Street **370 17th Street, Suite 3020**
City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West, 6th P.M. Section 3: LOTS 2, 3, N/2SE/4, SW/4NE/4 Containing 199.56 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283172
RECORDED March 23 2001 2:25PM
IN BOOK 117 Oth PAGE 359
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective AUG 01 2000

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

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER (Title) AUG 25 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Nam[redacted]l addresses of additional assignees in Item No. 1, if needl[redacted]. 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 1st day of May ,2000

Name of Assignor as shown on current lease: **MCMURRY OIL COMPANY**
Please type or print

Assignor _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee _____
or **John W. Martin, as President**

Attorney-in-fact _____
(Signature)

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

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

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

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

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 1st day of May, 2000, By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-30-2002

****

My Commission Expires 11/30/2002

WY-051-00030-88.

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

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

00 JUL 19 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No. WYW-141755

Lease Effective Date (Anniversary Date) July 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

RECEIVED
SEP 07 2000
BY:

PART A: ASSIGNMENT

1. Assignee* MCMURRY ENERGY COMPANY
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 29 North, Range 107 West, 6th P.M. Section 34: W/2SW/4 Containing 80.00 acres, more or less Sublette County, Wyoming 283173	33.00%	33.00%	-0-	-0-	Of Record

RECORDED March 23 2001 2:25pM
IN BOOK 117 Oto PAGE 362
FEES $ 10.00 Mary L. Scott COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective 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 31 2000 (Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Nam[illegible]d addresses of additional assignees in Item No. 1, if need[illegible]r 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 1st day of May ,2000

Name of Assignor as shown on current lease MCMURRY OIL COMPANY
Please type or print

Assignor
or
Attorney-in-fact John W. Martin, as President
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee
or
Attorney-in-fact John W. Martin, as 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: 1998-774-004/41005

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 Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002

My commission expires: 11-30-2002

****

STATE OF Colorado)
)§
COUNTY OF Denver)

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

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002

SEAL

My commission expires: 11-30-2002

****

365

wy-051-00023-00

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

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

Lease Serial No. **WYW-133052**

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*** **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 17: W/2 Section 28: ALL Section 34: W/2 Containing 1,280.00 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283174

RECORDED March 23 2001 2:25 PM
IN BOOK 110 046 PAGE 365
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 1 2000

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

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

Chief, Leasable Minerals Section (Title)

JAN 11 2001 (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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 1st day of May ,2000

Name of Assignor as shown on current lease: **MCMURRY OIL COMPANY**
Please type or print

Assignor _____
or
John W. Martin, as President
Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee _____
or
John W. Martin, as President
Attorney-in-fact _____
(Signature)

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

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

*U.S. GPO: 1998-774-004/41005

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 Energy Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

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 1st day of May, 2000,
By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002

SEAL

My commission expires: 11-30-2002

****

W4-051-00024-00

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

DEPARTMENT OF THE INT
BUREAU OF LAND MANAG
00 NOV 17 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No. **WYW-141753**

Lease Effective Date (Anniversary Date) **August 1, 1990**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 10: S/2 Section 15: ALL Section 21: ALL Section 22: ALL Section 23: ALL Section 27: ALL Containing 3,520.00 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283175

RECORDED March 23 2001 2:25 PM
IN BOOK 117 O+G PAGE 368
FEES $ 10.00 Mary L. Cook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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 assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 1 2000

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

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

LAND LAW EXAMINER
(Title)

JAN 11 2001
(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 1st day of May ,2000

Name of Assignor as shown on current lease MCMURRY OIL COMPANY
Please type or print

Assignor or Attorney-in-fact John W. Martin, as President
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee or Attorney-in-fact John W. Martin, as 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: 1998-774-004/41005

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 Energy Company,** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

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 1st day of May, 2000, By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

****

371

051-34

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

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

Lease Serial No.
WYW-118148

Lease Effective Date
(Anniversary Date)
December 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

RECEIVED
JAN 10 2001
BY:

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 20: E/2NE/4 Section 29: ALL Section 30: E/2NE/4, SE/4 Section 31: LOTS 1- 4, E/2W/2, E/2 Section 32: ALL Section 33: W/2NW/4 Containing 2323.52 acres, more or less Sublette County, Wyoming	33.00%	33.00%	-0-	-0-	Of Record

283176

RECORDED March 23 2001 2:25PM
IN BOOK 117 046 PAGE 371
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy LeCoffre

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 for attached land description

Assignment approved effective DEC 01 2000

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

By /s/ Carmen E. Lovell — LAND LAW EXAMINER — JAN 10 2001
(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 1st day of May ,2000

Name of Assignor as shown on current lease **MCMURRY OIL COMPANY**
Please type or print

Assignor
or
Attorney-in-fact **John W. Martin, as President**
(Signature)

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

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

Executed this 1st day of May , 2000

MCMURRY ENERGY COMPANY

Assignee
or
Attorney-in-fact **John W. Martin, as 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 1st day of May, 2000 by **John W. Martin, President of McMurry Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynetta Y. Johnson
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 1st day of May, 2000,
By **John W. Martin McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynetta Y. Johnson
Notary Public

My commission expires: 11-30-2002

****

My Commission Expires 11/30/2002

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
See Exhibit "A"

Lease effective Date
(Anniversary Date)
March 1, 1966

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee * Catherine A. Howell, as Trustee of The Howell Trust, dated November 1, 1999
   Street 432 Raleigh Street
   City, State, ZIP Code Denver, Colorado 80204-4724

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
a	b	c	d	e	f
See Exhibit "A" attached hereto and made part hereof. It is the intent of Assignor to convey all its right, title and interest in the described Leases and Lands, and all its interest in the balance of Sublette County, Wyoming.	see exhibit	see exhibit	none	n/a	n/a

283228

RECORDED March 27 20 at 4:10 PM
IN BOOK 117 O+G PAGE 374
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY –DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective _____

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

374

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 DENVER)

On the 23 day of March, 2001, before me personally appeared Catherine A. Howell, as Vice President of ASHMAR OIL COMPANY, the signor of the above instrument, who duly acknowledged to me that she executed the same on behalf of said corporation.

My Commission expires: My Commission Expires 06/06/2004

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings 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 23 day of March, 2001,

but effective January 1, 2001.

Name of Assignor as shown on current lease Ashmar Oil Company

Assignor or Attorney in-fact

By: Catherine A. Howell, Vice President

432 Raleigh Street
(Assignor's Address)

Denver, Colorado 80204-4724
(City) (State) (Zip Code)

Executed this 23 day of March, 2001.

Assignee or Attorney-in-Fact

Catherine A. Howell, as Trustee of The Howell Trust, dated November 1, 1999

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.

Exhibit "A"

Sublette County, Wyoming

[redacted]

This exhibit is attached to that certain Assignment of Record Title, dated March 15, 2001, from Ashmar Oil Company to Catherine A. Howell, as Trustee of The Howell Trust, dated November 1, 1999

Serial Number	Effective Date	Land Description a	Acres	Percent of Interest			Overriding Royalty	
				Owned b	Conveyed c	Retained d	Reserved e	Previous f
WYW 0 323140	3/1/66	Township 28 North, Range 115 West, 6th P.M. Section 15: NW¼	160.00	0.75000	0.75000	none	n/a	n/a
WYW 0 323141	3/1/66	Township 29 North, Range 115 West, 6th P.M. Section 24: E½	320.00	1.50000	1.50000	none	n/a	n/a

[redacted]

Subject to the Lake Ridge Unit.

[redacted]

376

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:	State of Wyoming, Lease No. 00-00836
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 22: S2NE, SENW, E2SW, SE containing 360 gross/180 net acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 26th day of March, 2001.

283256

RECORDED March 30 2001 8:20AM
IN BOOK 117 OLG PAGE 377
FEES $6.00 Mary L Kelly COUNTY 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 26th day of March, 2001.

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

[redacted] [redacted] Horsecreek 763[redacted]-001

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:	State of Wyoming, Lease No. 00-00837
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 23: S2N2, SW Section 25: NWNW containing 360 gross/180 net acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 26th day of March, 2001.

283257

RECORDED March 30 2001 8:20a.M
IN BOOK 117 OTG PAGE 378
FEES $ 6.00 [illegible] COUNTY 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 26th day of March, 2001.

NOTARY PUBLIC
JOHN F. KELLY
STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

Horse Creek
76335-001

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:	State of Wyoming, Lease No. 00-00838
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 23: SE containing 160 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 26th day of March, 2001.

283258

RECORDED March 30 2001 8:20 AM
IN BOOK 117 OIG PAGE 379
FEES $ 16.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacotar

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 26th day of March, 2001.

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

76336-000

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:	State of Wyoming, Lease No. 00-00839
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 25: SWNW, W2SW containing 120 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 26th day of March, 2001.

283259

RECORDED March 30 2001 8:20 AM
IN BOOK 117 O&G PAGE 380
FEES $ 6.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 26th day of March, 2001.

NOTARY PUBLIC
JOHN F. KELLY
STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

76337-000

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:	State of Wyoming, Lease No. 00-00841
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 26: S2NE, SENW, NESW, S2SW, SE containing 400 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 26th day of March, 2001.

283260

RECORDED March 30 2001 8:20a M
IN BOOK 117 Q+6 PAGE 381
FEES $6.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sudan

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 26th day of March, 2001.

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

76338-000

[redacted] [redacted] [redacted]

RECORDED March 30 2001 10:20AM
IN BOOK 1170+6 PAGE 382
FEES $6.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Producers 88 (DOP) 2/94

OIL AND GAS LEASE

283264

AGREEMENT, Made and entered into the 15th day of March, 2001, by and between

Leola J. Sherman, aka Jeneva Sherman, a widow
237 Welton Drive
Madison, AL 35758

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, LLC. whose post office 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:

Township 30 North, Range 112 West, 6th P.M.
Section 5: Lot 2, and a portion of the SW¼NE¼ lying within the following described tract: Beginning at a point North 64° 42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links' thence South 62° 36' East 6 chains, 76 links, to the place of beginning;

Township 31 North, Range 112 West, 6th P.M.
Section 32: SE¼SW¼, SW¼SE¼

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 126.09 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) year 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 third the total amount paid, and two 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 of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) 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 one-eighth (1/8th), 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 (1/8th) 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 Leola J. Sherman

Leola J. Sherman, aka Jeneva Sherman, a widow

SS# or Tax ID

STATE OF Alabama)
) ss.
COUNTY OF Madison)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared **Leola J. Sherman, aka Jeneva Sherman, a widow** known 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 21st day of March 2001.

My commission expires: May 25, 2004

Patricia B. Gazaway
Notary Public

PATRICIA B. GAZAWAY NOTARY PUBLIC ALABAMA STATE AT LARGE

C:\MyFiles\Forms\Peternal.lse

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-150655**
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*** **McMurry Energy Company**
   Street **370 17th St. Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW Containing 1280.13 acres more or less Sublette County, Wyoming	33.0000%	33.0000%	0.0000%	0.0000%	Of Record

283265
RECORDED March 30 2001 10:35 AM
IN BOOK 117 OG PAGE 384
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved 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. 33 0000 3

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 21st day of March, 2001

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

Assignor R. Biemans
or Roger Biemans, President

Attorney-in-fact _____
(Signature)

370 17th St. Suite 3050
(Assignor's Address)

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

Executed this 27th day of March, 2001

McMurry Energy Company

Assignee John W. Robinson
or John W. Robinson, Senior Vice President

Attorney-in-fact _____
(Signature)

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

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of March, 2001 By Roger T. Biemans, President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 5-16-01

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of March, 2001 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

****

387 Mtg. bk. 135 pg. 136 5/17/07

RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

This instrument, dated effective as of the 15th day of February, 2001, is by **ULTRA PETROLEUM (USA) INC.**, a Colorado corporation, whose Taxpayer Identification Number is 84-1241154, and **ULTRA RESOURCES, INC.**, a Wyoming corporation, whose Taxpayer Identification Number is 83-0320643 (collectively, "Mortgagor"), the address for which for all purposes hereof is 16801 Greenspoint Park Drive, Suite 370, Houston, Texas 77060-2396, and **BANK ONE, NA**, as successor by merger to Bank One, Texas, National Association, with its main office in Chicago, Illinois, and the mailing address for which is P. O. Box 2629, Houston, Texas 77252-2629 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has heretofore executed certain security instruments more particularly described in Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments," whether one or more); and

WHEREAS, the Security Instruments were executed and delivered to secure the payment or performance of certain indebtedness and other obligations of Mortgagor, as more fully described in said instruments (the "Indebtedness"); and

WHEREAS, pursuant to the Credit Agreement dated March 22, 2000, by and between Mortgagor and Mortgagee, described in the Security Instruments (as amended, restated, or supplemented from time to time, the "Credit Agreement"), the parties desire to amend the Security Instruments as described below;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, the parties hereto agree as follows, with capitalized terms used but not defined herein having meanings assigned to such terms in the Credit Agreement:

1. AMENDMENTS.

a. AMENDMENT OF MORTGAGEE. All references to Mortgagee and Secured Party in the Security Instruments are hereby amended to refer to Bank One, NA, with its main office in Chicago, Illinois, together with its successors in such capacity, whose address is as set forth hereinabove.

283298
283298

2617821.1/H:rwalls:003566.00122:02/27/1:10:8AM

RECORDED April 2 2001 12:55 PM
IN BOOK 170+G PAGE 387
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Souter

b. AMENDMENT OF TRUSTEE. All references to trustee in the Security Instruments are amended to refer to Stephen M. Shatto, whose address is c/o Bank One, NA, P. O. Box 2629, Houston, Texas 77252-2629, and his successors and substitutes in trust for the benefit of Bank One, NA, with its main office in Chicago, Illinois.

c. INCLUSION OF ADDITIONAL MORTGAGED PROPERTY. The Security Instruments are hereby amended so as to subject to the liens and security interests thereof the oil, gas and mineral interests described in Exhibit B and all elements of personalty associated therewith and as to which a security interest therein may be created pursuant to the Uniform Commercial Code, including those enumerated in the Security Instruments (together with the oil, gas and mineral interests and personalty associated therewith presently subject to the Security Instruments, the "Mortgaged Property"). All references to the Mortgaged Property in the Security Instruments or herein shall be deemed to include the oil, gas and mineral interests described in Exhibit B and the personalty associated therewith.

2 WARRANTIES, REPRESENTATIONS, AND COVENANTS. The warranties, representations and covenants of Mortgagor contained in the Security Instruments are hereby remade by Mortgagor to Mortgagee and are in full force and effect as of the date hereof. Said warranties, representations, and covenants shall apply with equal force and effect to the oil, gas and mineral interests described in Exhibit B and personalty associated therewith.

3. REAFFIRMATION OF SECURITY INSTRUMENTS. To secure the Indebtedness, Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee named in the Security Instruments as amended herein ("Trustee"), for the benefit of Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property, including, without limitation, the oil, gas and mineral interests described in Exhibit B and personalty associated therewith.

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release of the Security Instruments in anywise belonging or appertaining thereto, unto said Trustee, as Trustee forever, IN TRUST, NEVERTHELESS, for the benefit of Mortgagee, to secure the payment of the Indebtedness and the performance of the agreements and covenants of Mortgagor herein and in the Security Instruments.

4. MISCELLANEOUS. This instrument shall be considered as an amendment to and ratification of the Security Instruments, and the Security Instruments, as herein expressly amended, are hereby ratified, approved and confirmed in every respect. All liens created, extended or renewed by the Security Instruments are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Security Instruments in any documents

heretofore or hereafter executed shall be deemed to refer to the Security Instruments as amended by this instrument.

For the convenience of the parties, this instrument may be executed in multiple counterparts. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this instrument on the dates of their respective acknowledgments below but effective as of the date first above written.

MORTGAGOR:

ULTRA PETROLEUM (USA) INC.

By: _____
Michael D. Watford
Chairman and Chief Executive Officer
Taxpayer Identification Number 84-1241154

ULTRA RESOURCES, INC.

By: _____
Michael D. Watford
Chairman and Chief Executive Officer
Taxpayer Identification Number 83-0320643

MORTGAGEE:

BANK ONE, NA

By: _____
Stephen M. Shatto
Vice President
Taxpayer Identification Number 74-1508719

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing was acknowledged before me by **MICHAEL D. WATFORD**, Chairman and Chief Executive Officer of **ULTRA PETROLEUM (USA) INC.**, a Colorado corporation, and Chairman and Chief Executive Officer of **ULTRA RESOURCES, INC.**, a Wyoming corporation, this 5th day of March, 2001.

WITNESS my hand and official seal.

My Commission Expires:
12-07-04

Dena Renae DuBose
NOTARY PUBLIC in and for the State of Texas

DENA RENAE DuBOSE
Notary Public, State of Texas
My Commission Expires 12-07-04

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing was acknowledged before me by **STEPHEN M. SHATTO**, Vice President of **BANK ONE, NA**, this 13th day of March, 2001.

WITNESS my hand and official seal.

My Commission Expires:
09-07-03

Frankie L. Morgan
NOTARY PUBLIC in and for the State of Texas

FRANKIE L. MORGAN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
09-07-03

EXHIBIT A
TO
RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

SECURITY INSTRUMENTS

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated March 22, 2000, from Ultra Petroleum (USA) Inc. and Ultra Resources, Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	Filed April 17, 2000, under Clerk's Entry No. 278180, Book 114 O&G, Page 629

2. Non-Standard Financing Statement from Ultra Petroleum (USA) Inc. and Ultra Resources, Inc., as Debtors, to Bank One, Texas, National Association, Secured Party, filed as follows:

JURISDICTION	FILING DATA
Sublette County, Wyoming	Filed April 17, 2000, Financing Statement No. 278184 and/or 035811
Secretary of State of Wyoming	Filed April 11, 2000, Financing Statement No. 00-102-13-1CO2

EXHIBIT B
TO
RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

OIL, GAS AND MINERAL INTERESTS

Sublette County, Wyoming

WELL NAME	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
STUD HORSE BUTTE 2-23	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-NWNE
STUD HORSE BUTTE 4-24	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-NWNW
STUD HORSE BUTTE 6-23	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-SENW
STUD HORSE BUTTE 8-23	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-SENE
STUD HORSE BUTTE 10-23	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-NWSE
STUD HORSE BUTTE 10-24	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-NWSE
STUD HORSE BUTTE 12-24	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-NWSW
STUD HORSE BUTTE 14-23	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-SESW
STUD HORSE BUTTE 14-24	63.7500%	51.0000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24-SESW
STUD HORSE BUTTE 16-23	63.7500%	51.00000%	BLM WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23-SESE

392

WELL NAME	WI	NRI	LEASE	LESSEE	DATE	INSOFAR AND ONLY INSOFAR AS LEASE COVERS
STEWART POINT WELLS						
STEWART POINT 6-32	50.0000%	38.8500%	BLM WYW-015315	MARY ALICE GUENSEL	6/1/52	33N-109W-32-SENW
PINEDALE 4A	63.7500%	51.0000%	BLM WYW-062815	DONALD B ANDERSON	6/1/51	32N-109W-34-NW

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

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

Lease Serial No. **WYW-118148**

Lease Effective Date (Anniversary Date) **December 1, 1989**

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 949**
   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 Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 30 North, Range 107 West, 6th P.M. Section 20: E/2NE/4 Section 29: ALL Section 30: E/2NE/4, SE/4 Section 31: LOTS 1- 4, E/2W/2, E/2 Section 32: ALL Section 33: W/2NW/4 Containing 2323.52 acres, more or less Sublette County, Wyoming 283302 283308	8.25%	8.25%	-0-	-0-	Of Record

RECORDED April 2 2001 2:50 PM
IN BOOK 117 O&G PAGE 394
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Souter

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 DEC 01 2000

☐ Assignment approved for attached land description

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

By /S/ Carmen E. Lovell — LAND LAW EXAMINER — JAN 10 2001
(Authorized Officer) (Title) (Date)

394

Part A (Continued): ADDITIONAL SPACE for Nam l addresses of additional assignees in Item No. 1, if need 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 1st day of May ,2000

Name of Assignor as shown on current lease **NERD ENTERPRISES, INC.**
Please type or print

Assignor Mick McMurry
or **Mick McMurry, President**

Attorney-in-fact _____
(Signature)

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

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

Executed this 1st day of May , 2000

NERD ENERGY, INC.

Assignee Mick McMurry
or **Mick McMurry, President**

Attorney-in-fact _____
(Signature)

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

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

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

[redacted] [redacted] [redacted]

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of Nerd Energy, Inc., this 30th day of March, 2001.

Witness my hand and official seal.

My commission expires:
June 1, 2002

Caryl K. Stafford
Notary Public

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of Nerd Enterprises, Inc., this 30th day of March, 2001.

Witness my hand and official seal.

My commission expires:
June 1, 2002

Caryl K. Stafford
Notary Public

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

397

03 13725

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 Post Office 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:	State of Wyoming, Lease No. 99-00626
Lessee:	Contex Energy Company
Dated:	effective November 2, 1999
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. Section 36: All containing 640.00 acres, more or less

It is the intent of Assignor that this Assignment of Oil and Gas Lease convey the same rights and ownership in State of Wyoming Lease No. 99-00626 as those covered in that certain Oil and Gas Lease Interest Assignment dated December 17, 1999, executed on behalf of Assignor and Assignee, and prepared on State of Wyoming Assignment Form ML-2.

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 8th day of March, 2001.

253308

RECORDED April 9 2001 4:05pM
IN BOOK 117 0+6 PAGE 397
FEES $ 16.00 M. L. COUNTY 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 8th day of March, 2001.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

_____
Notary Public: Elly Barnes
Address: 11412 West Prentice Drive
Littleton, CO 80127

75931-000

69

Form 3000-3
(January 1996)

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-138662

Lease Effective Date
(Anniversary Date)
April 1, 1996

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 32 NORTH, RANGE 114 WEST, 6th PM Section 25: E2, SENW, SW containing 520.00 acres, more or less, in Sublette County, Wyoming Subject to Reassignment Rider provisions contained in that certain Record Title Assignment from Gregor Klurfeld to Contex Energy Company covering this lease.	100%	100%	-0-	-0-	5%

283309

RECORDED April 2 2001 4:05 P M
IN BOOK 117 OTG PAGE 398
FEES $ 8.00 Mary L. Gregory COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

76330-000

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 6th day of February, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Adams known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for 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 6th day of February, 2001.

My Commission Expires:
2.9.2004

Notary Public within and for the
State of Texas

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

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 February ,20 01

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor _____
(Signature) Gary Butler, President

or
Attorney–in-fact _____
(Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 6th day of February ,20 01

EOG Resources, Inc.

Assignee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-133245

Lease Effective Date
(Anniversary Date)
July 1,1994

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street P. O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

*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 114 WEST, 6th PM Section 001: Lots 1-4; Section 001: S2NE, SENW, N2SW, SWSW, NWSE; Section 011: All; Section 023: All; 283310 containing 1,720.60 acres, more or less, in Sublette County, Wyoming Subject to Reassignment Rider provisions contained in that certain Record Title Assignment from Gregor Klurfeld to Contex Energy Company covering this lease.	100%	100%	-0-	-0-	5%

RECORDED April 2 2001 4:05p M
IN BOOK 117 046 PAGE 400
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

76328-000

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

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 6th day of February, 2001.

My Commission Expires: July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

STATE OF TEXAS >

COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Adams known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-fact for 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 6th day of February, 2001.

My Commission Expires:
2-9-2004

Notary Public within and for the
State of Texas

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

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

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

Executed this 16th day of February, 20 01

Name of Assignor as shown on current lease: Contex Energy Company
Please type or print

Assignor _____ (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 6th day of February, 20 01

EOG Resources, Inc.

Assignee _____ (Signature)

or
Attorney-in-fact _____ (Signature)

R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

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

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

*U.S. GPO: 1998-774-004/41005

[redacted] [redacted] [redacted]

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:	State of Wyoming, Lease No. 00-00835
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 16: ALL containing 640.00 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 6th day of February, 2001.

283311

RECORDED April 2 2001 4:05pM
IN BOOK 117 OG PAGE 402
FEES $16.00 Mary L. Gilkey COUNTY 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 6th day of February, 2001.

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO

My Commission Expires July 11, 2003

_____
Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

16333-000

403

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:	State of Wyoming, Lease No. 00-00842
Lessee:	Contex Energy Company
Dated:	effective December 2, 2000
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. Section 36: ALL containing 640 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, 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 6th day of February, 2001.

283312

RECORDED April 2 2001 4:05p M
IN BOOK 117 MG PAGE 403
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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 6th day of February, 2001.

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO

My Commission Expires July 11, 2003

Notary Public: John F. Kelly
Address: 10135 W. Arbor Place
Littleton, CO 80127

76339-000

[redacted] [redacted] [redacted]

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 MARK S. SVOBODA and JULIE G. SVOBODA, TRUSTEES OF THE SVOBODA FAMILY 1997 REVOCABLE TRUST AGREEMENT DATED DECEMBER 19, 1977, of 1309 Boomer Trail, Edmond, OK 73034, hereinafter called "Assignee", without warranty of title, express or implied, 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 within the following described area in Sweetwater and Sublette Counties, Wyoming:

Town 26 North, Range 103 West:	Sections 2-11, 14-18
Town 26 North, Range 104 West:	Sections 1-4, 9-16
Town 27 North, Range 103 West:	All Sections
Town 27 North, Range 104 West:	Sections 1-4, 9-16, 21-28, 33-36
Town 28 North, Range 103 West:	Sections 31-36
Town 28 North, Range 104 West:	Sections 33-36

The overriding royalty interest assigned hereby in each lease shall be the lesser of (i) 20% less the lessor's royalty and all other burdens on the lease at the time of its acquisition by Assignor or (ii) 6/10ths of 1.0%, and shall be paid on the proceeds of the sale of such oil, gas and other minerals, calculated based on the net amount realized by Assignor from arm's length sales. As used in this Assignment, the term "arm's length sales" shall refer to sales of oil, gas and other minerals to unaffiliated purchasers, or to affiliated purchasers where the sales price and the delivery conditions applicable to the sale are representative of prices and delivery conditions existing at that time in the area for sales between unaffiliated companies of oil, gas and other minerals of comparable quantities and quality. To the extent that Assignor's sales of oil, gas and other minerals are not arm's length sales, the overriding royalty interest payment shall be based on the weighted average price received by Assignor for the oil, gas and other minerals sold in arm's length sales during the month in which such sales are made, and if no arm's length sales were made, such payment shall be based on applicable spot sales prices published for the applicable geographic area during such month in a mutually acceptable pricing bulletin. The term "net amount realized" shall refer to the gross proceeds received by Assignor from the sale of oil, gas and minerals under leases less post-production costs and expenses paid by Assignor that are incurred between the wellhead and the point of sale. The term "post-production costs and expenses" shall mean the costs and expenses incurred by Assignor (a) to treat and process oil, gas and other minerals to separate and remove non-hydrocarbons other than water including, but not limited to, carbon dioxide, hydrogen sulfide and nitrogen, and to separate liquid hydrocarbons from gas, other than condensate separated at the well, (b) to transport oil, gas and other minerals, including gathering transportation to central facilities, and (c) to meter production

283352

RECORDED April 5 20 01 2:35 PM
IN BOOK 112 O+M PAGE 404
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

for the purpose of sales or use. Post-production costs and expenses shall not include well drilling, completing or equipping costs and expenses or operating expenses incurred by Assignor to produce oil, gas and other minerals to the surface at the wellhead or the cost and expense of treating production to remove water. Assignor may conduct the operations described in (a)-(c) above using Assignor's own equipment and facilities, or it may contract with third parties to provide such services. 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. Assignee's overriding royalty interest shall bear, and Assignee shall pay a proportionate share (i.e., Assignee's overriding royalty percentage of all) of ad valorem, gross production and other taxes and privilege fees, if any.

To Have and To Hold, the same, together with all 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 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 described on 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 Assignor and Assignee, dated January 5, 2000, 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)

[redacted] [redacted] [redacted]

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 and gas and other minerals produced from the unit which the number of surface acres are 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.

Assignor has caused this Assignment to be duly executed in its behalf, this 26th day of February, 2001.

WOLVERINE GAS AND OIL CORPORATION

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

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 26th day of February, 2001, 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 acknowledges the same to be the free act and deed of said corporation.

My commission expires:
December 11, 2005

Sue A. Benson, Notary Public
Kent County, Michigan

This instrument prepared by:
Richard D. Moritz
One Riverfront Plaza
55 Campau N.W.
Grand Rapids, MI 49503

Sublette County, Wyoming

EXHIBIT "A"

Inst # WY-71-34 Dated 06/16/1999 Recorded: Liber 112 Page 149

Lessor
LITTLE SANDY GRAZING ASSO.
189 BIG SANDY ELKHORN RD
BOULDER, WY 82923

Lessee
WOLVERINE GAS AND OIL COR

~~Parcel 01 Description: Sec 7, T027N, R104W, Sublette County~~

~~SENE, N2SE, SWSE~~

~~Parcel 02 Description: Sec 18, T027N, R104W, Sublette County~~

~~E2NW, NWNE, NESW~~

~~Parcel 03 Description: Sec 19, T027N, R104W, Sublette County~~

~~LOT 3~~

~~Parcel 04 Description: Sec 24, T027N, R105W, Sublette County~~

~~SENE, SE~~

~~Parcel 05 Description: Sec 25, T027N, R105W, Sublette County~~

~~NWNE, NENW~~

~~Parcel 06 Description: Sec 4, T028N, R104W, Sublette County~~

~~LOT 4 AND W/2 SW/4~~

~~Parcel 07 Description: Sec 5, T028N, R104W, Sublette County~~

~~LOTS 1, 2, 3 AND S/2 NE/4, NE/4 SW/4 AND SE/4 SE/4~~

~~Parcel 08 Description: Sec 20, T028N, R104W, Sublette County~~

~~N2NW, SENE, E2SE~~

~~Parcel 09 Description: Sec 21, T028N, R104W, Sublette County~~

~~SWSW~~

~~Parcel 10 Description: Sec 25, T028N, R104W, Sublette County~~

~~SENW~~

Parcel 11 Description: Sec 33, T028N, R104W, Sublette County

W2W2

[redacted] [redacted] [redacted]

Sublette County, Wyoming

Parcel 12 Description: Sec 28, T028N, R105W, Sublette County

SESW

Inst # WY-71-41 Dated 06/16/1999 Recorded: Liber 112 Page 155

Lessor
MAGAGNA BROS. INC.
20 WARDELL COURT
ROCK SPRINGS, WY 82901

Lessee
WOLVERINE GAS AND OIL COR

~~Parcel 01 Description: Sec 3, T028N, R104W, Sublette County~~

~~W2SW~~

~~Parcel 02 Description: Sec 9, T028N, R104W, Sublette County~~

~~E2NE~~
~~NESE~~

~~Parcel 03 Description: Sec 10, T028N, R104W, Sublette County~~

~~W2NW~~
~~NWSW~~

Parcel 04 Description: Sec 23, T027N, R104W, Sublette County

S2SE

Parcel 05 Description: Sec 26, T027N, R104W, Sublette County

N2NE

Inst # WY-71-59 Dated 08/02/1999 Recorded: Liber 112 Page 321

Lessor
ELDON M. SPICER ESTATE (DEC'D)
C/O THOMAS E. SPICER
1208 HILLTOP DR.
STE. 103
ROCK SPRINGS, WY 82901

Lessee
WOLVERINE GAS AND OIL COR

~~Parcel 01 Description: Sec 7, T027N, R104W, Sublette County~~

~~SE/4 NE/4, N/2 SE/4,~~
~~SW/4 SE/4~~

~~Parcel 02 Description: Sec 18, T027N, R104W, Sublette County~~

~~E/2 NW/4, NW/4 NE/4,~~
~~NE/4 SW/4~~

~~Parcel 03 Description: Sec 19, T027N, R104W, Sublette County~~

~~LOT 3~~

~~Parcel 04 Description: Sec 24, T027N, R105W, Sublette County~~

~~SE/4 NE/4, SE/4~~

~~Parcel 05 Description: Sec 25, T027N, R105W, Sublette County~~

~~NW/4 NE/4, NE/4 NW/4~~

Parcel 06 Description: Sec 33, T028N, R104W, Sublette County

W/2 W/2

~~Parcel 07 Description: Sec 28, T028N, R105W, Sublette County~~

~~SESW~~

Inst # WY-71-84 Dated 12/09/1999 Recorded: Liber 116 Page 703

Lessor
WHITE ACORN RANCH
2877 SINKS CANYON ROAD
LANDER, WY 82520

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 21, T027N, R103W, Sublette County

SWSW

Parcel 02 Description: Sec 29, T027N, R103W, Sublette County

NENE

Parcel 03 Description: Sec 35, T028N, R103W, Sublette County

SWNE
SENW

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
) SS:
COUNTY OF SUBLETTE)

283399

RECORDED April 10 2001 3:35pM
IN BOOK 117 O+G PAGE 410
FEES $ 8.00 Mary L Lahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathie Lester

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment of Overriding Royalty in Oil and Gas Lease dated 5/29/85 recorded in Book 74, Page 565 of the records of Sublette County, WY, Petroleum, Inc. conveyed to E. H., Inc. an undivided 25% of 1% of 8/8ths overriding royalty interest in and to the Oil and Gas Lease in Sublette County, WY described as follows, to-wit:

PROPERTY NAME: LAKE RIDGE ORR

Lease No. 1
Lease Serial No.: WYW 57546
Lease Date: 2/1/77
Lessor: United States of America
Bureau of Land Management
Lessee: Patricia Halagan
Description: T28N-R115W
Section 26: All
Section 27: NE/4

WHEREAS, by Assignment of Overriding Royalty Interest dated 3/25/88 but effective January 1, 1988, E. H., Inc. conveyed to Petroleum, Inc. all of its right, title and interest in and to the 25% of 1% of 8/8ths overriding royalty interest in and to Oil and Gas Leases described hereinabove.

NOW THEREFORE, 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 hereby acknowledged, PETROLEUM, INC. (1300 Epic Center, 301 N Main, Wichita, KS 67202), hereinafter referred to as Assignor, does hereby assign, transfer and set over unto AMCON RESOURCES, INC. (One N. Hudson, Suite 140, Oklahoma City, OK 73102), hereinafter referred to as Assignee, an undivided 50% of Assignor's 25% of 1% of 8/8ths overriding royalty interest in and to all oil and gas produced, saved and marketed from the lands described hereinabove under the terms of the Oil and Gas Leases described hereinabove and/or the unit to which said leases are attributed, together with the rights incident thereto, appurtenant thereto or used or obtained in connection therewith. Said overriding royalty interest conveyed herein shall be free and clear of any cost or expense of the development and operations thereof, excepting taxes applicable to said interest and the production therefrom.

Should the Oil and Gas Leases described hereinabove cover less than the full and undivided oil and gas leasehold estate in and under the lands described in said leases, then the interest conveyed herein shall be reduced in the proportion that the oil and gas leasehold estate covered by the leases bears to the full oil and gas leasehold estate.

The provisions hereof shall be considered and construed as covenants running with the leasehold estate and shall be available to and binding upon the respective heirs, administrators, successors and assigns as to the Assignor and the Assignee herein.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied and shall be effective as of 7:00 a.m. on March 1, 2001.

EXECUTED this 26th day of March, 2001.

STATE OF KANSAS

By _____
Harold J Hiner, Asst. Sec./Treasurer

PETROLEUM, INC.

By _____
Thomas D. Beard, Sr. Vice President

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
ASSIGNOR: Petroleum, Inc.
ASSIGNEE: Amcon Resources, Inc.
Page Two

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The foregoing instrument was executed/acknowledged before me this 26th day of March, 2001 by Thomas D. Beard, Sr. Vice President for PETROLEUM, INC., a Kansas corporation, on behalf of said corporation.

My Commission Expires: April 16, 2003

Melody A. Ewert
Notary Public

MELODY A. EWERT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. April 16, 2003

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
) SS:
COUNTY OF SUBLETTE)

283400

RECORDED April 10 2001 3:35pM
IN BOOK 117 O+G PAGE 412
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suter

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment of Overriding Royalty in Oil and Gas Lease dated 5/29/85 recorded in Book 74, Page 565 of the records of Sublette County, WY, Petroleum, Inc. conveyed to E. H., Inc. an undivided 25% of 1% of 8/8ths overriding royalty interest in and to the Oil and Gas Lease in Sublette County, WY described as follows, to-wit:

PROPERTY NAME: LAKE RIDGE ORR

Lease No. 1
Lease Serial No.: WYW 57546
Lease Date: 2/1/77
Lessor: United States of America
Bureau of Land Management
Lessee: Patricia Halagan
Description: T28N-R115W
Section 26: All
Section 27: NE/4

WHEREAS, by Assignment of Overriding Royalty Interest dated 3/25/88 but effective January 1, 1988, E. H., Inc. conveyed to Petroleum, Inc. all of its right, title and interest in and to the 25% of 1% of 8/8ths overriding royalty interest in and to Oil and Gas Leases described hereinabove.

NOW THEREFORE, 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 hereby acknowledged, PETROLEUM, INC. (1300 Epic Center, 301 N Main, Wichita, KS 67202), hereinafter referred to as Assignor, does hereby assign, transfer and set over unto MITCHELL ROYALTY LIMITED PARTNERSHIP (Route 2, Box 10A, Haskell, OK 74436), hereinafter referred to as Assignee, an undivided 50% of Assignor's 25% of 1% of 8/8ths overriding royalty interest in and to all oil and gas produced, saved and marketed from the lands described hereinabove under the terms of the Oil and Gas Leases described hereinabove and/or the unit to which said leases are attributed, together with the rights incident thereto, appurtenant thereto or used or obtained in connection therewith. Said overriding royalty interest conveyed herein shall be free and clear of any cost or expense of the development and operations thereof, excepting taxes applicable to said interest and the production therefrom.

Should the Oil and Gas Leases described hereinabove cover less than the full and undivided oil and gas leasehold estate in and under the lands described in said leases, then the interest conveyed herein shall be reduced in the proportion that the oil and gas leasehold estate covered by the leases bears to the full oil and gas leasehold estate.

The provisions hereof shall be considered and construed as covenants running with the leasehold estate and shall be available to and binding upon the respective heirs, administrators, successors and assigns as to the Assignor and the Assignee herein.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied and shall be effective as of 7:00 a.m. on March 1, 2001.

EXECUTED this 26th day of March, 2001.

ATTEST
USAS TL

By _____
Harold J Hiner, Asst. Sec./Treasurer

PETROLEUM, INC.

By _____
Thomas D. Beard, Sr. Vice President

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
ASSIGNOR: Petroleum, Inc.
ASSIGNEE: Mitchell Royalty Limited Partnership
Page Two

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The foregoing instrument was executed/acknowledged before me this 26th day of March, 2001 by Thomas D. Beard, Sr. Vice President for PETROLEUM, INC., a Kansas corporation, on behalf of said corporation.

My Commission Expires: April 16, 2003 Melody A. Ewert
Notary Public

MELODY A. EWERT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. April 16, 2003

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG-INF

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of February, 20 01, by and between Gordon W. Bray and Beth A. Bray, husband and wife

Whose post office address is P.O. Box 564 Big Piney, WY 83113, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to 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 (including dewatering of coalbed gas wells), 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 30 North, Range 112 West, 6th PM
Sec 26: W/2SW/4, SW/4NW/4
Sec 27: S/2NE/4, N/2SE/4, SE/4SE/4
Sec 34: N/2NE/4, E/2NW/4

RECORDED April 18 2001 9:30 AM
IN BOOK 117 O+G PAGE 414
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

283490

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 480 acres, whatever more or less

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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.

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

X Gordon W. Bray
Gordon W. Bray SSN 520-42-7634

X Beth A. Bray
Beth A. Bray SSN 518-40-2759

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming)
)SS
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of February, 2001, personally appeared Gordon W. Bray and Beth A. Bray, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: NOV. 08, 2003

COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV 08, 2003

Notary Public
Address

ACKNOWLEDGMENT-CORPORATE

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, A.D. 2001, before me personally appeared _____

_____,

who, being by me duly sworn, did say that he is the _____ of _____

and that said instrument was signed 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. 2001.

My Commission Expires: _____

Notary Public
Address

+PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of February, 20 01, by and between

Marjorie Brawley, a widow

Whose post office address is P.O. Box 86, LaBarge, WY 83123, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), 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:

283491

RECORDED April 18 2001 9:30 AM
IN BOOK 117 O+G PAGE 416
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10(26.62), SE¼SE¼
Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE¼, N½SE¼, SW¼SE¼
Section 34: W½NW¼

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 653.38 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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 Lssee 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.

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

X Marjorie Brawley

Marjorie Brawley

SSN: 560-38-3927

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of April, 2001, personally appeared Marjorie Brawley, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: NOV. 08, 2005

Amber Hamm
Notary Public
Address

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2005

ACKNOWLEDGMENT-CORPORATE

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, A.D. 2001, before me personally appeared _____, who, being by me duly sworn, did say that he is the _____ of _____ and that said instrument was signed 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. 2001.

My Commission Expires: _____

_____
Notary Public
Address

[redacted] [redacted] [redacted]

+PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 22nd day of February, 20 01, by and between

Victor S. McGinnis and Dorothy J. McGinnis, husband and wife

Whose post office address is 2056 Piney Dr., Big Piney, WY 83113, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), 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:

283492

RECORDED April 15 2001 9:30 A.M.
IN BOOK 117 O+G PAGE 418
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10(26.62), SE¼SE¼
Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE¼, N½SE¼, SW¼SE¼
Section 34: W½NW¼

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 653.38 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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 Lssee 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.

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

X Victor S McGinnis

Victor S. McGinnis

SSN: 520-42-0738

Dorothy J. McGinnis

Dorothy J. McGinnis

SSN: 520-48-6260

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of April, 2001, personally appeared Victor S. McGinnis and Dorothy J. McGinnis, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

COUNTY OF SUBLETTE NOTARY PUBLIC STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

My Commission Expires: Jan 4, 2004

Karen S Wemyss
Notary Public
Address Marbleton Wyoming

ACKNOWLEDGMENT-CORPORATE

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, A.D. 2001, before me personally appeared _____

_____, who, being by me duly sworn, did say that he is the _____ of _____

and that said instrument was signed 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. 2001.

My Commission Expires: _____

_____
Notary Public

Address

[redacted] [redacted] [redacted]

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PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902 , hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Sec 11: NE/4NE/4, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
Sec 12: NW/4, N/2SW/4, W/2NE/4, N/2SE/4, SE/4SE/4

283493

RECORDED April 18 2001 9:30 M
IN BOOK 117 O+G PAGE 420
FEES $ 5.00 [illegible] COUNTY CLERK By Cathy Sanders
SUBLETTE COUNTY, PINEDALE, WYOMING

In addition to the lands 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 an rights acquired or retained 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 720 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of Fear Family Trust:

Patricia A. Greenlee
Patricia Greenlee, Trust Officer ASST. T.O.

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming }
}SS
COUNTY OF Sweetwater }

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble
Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March, 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Sec 18: Lots 1 & 2, E/2NW/4, NE/4, N/2SE/4

Township 29 North, Range 112 West, 6th P.M.
Sec 13: E/2NE/4

283494

RECORDED April 18 2001 9:30a M
IN BOOK 117 Q+G PAGE 422
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

In addition to the lands 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 an rights acquired or retained 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 479.36 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of Fear Family Trust:

Patricia Greenlee, Trust Officer ASST. T.O.

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming)
)ss
COUNTY OF Sweetwater)

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble

Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

[redacted] [redacted] [redacted]

3

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March, 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Sec 6: That portion of E/2SE/4 lying easterly and northerly of the northeaster right-of-way of State Highway 189, containing 24 acres, more or less
Sec 7: SE/4
Sec 8: S/2, NW/4

283495

RECORDED April 18 2001 9:30 AM
IN BOOK 117 O+G PAGE 424
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sanders

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 664 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of
Fear Family Trust:

Patricia Greenlee
Patricia Greenlee, ~~Trust Officer~~ Asst. TO

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming)
)SS
COUNTY OF Sweetwater)

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble
Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

[redacted] [redacted] [redacted]

4

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March, 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Sec 16: W/2W/2, SE/4SW/4
Sec 17: N/2, N/2SW/4, NE/4SE/4

283496

RECORDED April 18 2001 9:30AM
IN BOOK 117 O+G PAGE 426
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

In addition to the lands 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 or rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 640 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering., compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

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16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of Fear Family Trust:

Patricia Greenlee
Patricia Greenlee, Trust Officer ASST TO

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming }
}SS
COUNTY OF Sweetwater }

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble
Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

[redacted] [redacted] [redacted]

5

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March, 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Sec 21: Lots 3,8,11,12, N/2NW/4
Sec 28: Lots 2,3,4,8,9, S/2NW/4, N/2SW/4, SW/4SW/4

283497

RECORDED April 18 2001 9:30a M
IN BOOK 117 OTG PAGE 428
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 591.08 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of
Fear Family Trust:

Patricia Greenlee
Patricia Greenlee, ~~Trust Officer~~ ASST TO

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming)
)SS
COUNTY OF Sweetwater)

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble
Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

[redacted] [redacted] [redacted]

7

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of March, 2001, by and between Rock Springs National Bank, Successor Trustee of Fear Family Trust, Whose post office address is P.O. Box 880, Rock Springs, WY 82902, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), 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 28 North, Range 112 West, 6th P.M.
Sec 1: Lots 15 & 16
Sec 12: Lots 1,2,3,6,7,8,9,10,13,14
Sec 13: Lots 1,2,5

283498

RECORDED April 18 2001 9:30 AM
IN BOOK 117 O&G PAGE 430
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 487.91 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, FIFTEEN PERCENT of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of fifteen percent of the gas sold or used, provided that on gas sold the royalty shall be FIFTEEN PERCENT 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty FIFTEEN PERCENT of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

1. 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.

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

Rock Springs National Bank, Successor Trustee of
Fear Family Trust:

Patricia Greenlee
Patricia Greenlee, ~~Trust Officer~~ ASST TO

Fear Family Trust TAX ID: 83-6004592

ACKNOWLEDGMENT

STATE OF Wyoming)
) SS
COUNTY OF Sweetwater)

On this 12th day of March, A.D. 2001, before me personally appeared Patricia Greenlee, who, being by me duly sworn, did say that she is the Trust Officer of Rock Springs National Bank, Successor Trustee of Fear Family Trust and that said instrument was signed in behalf of said trust by authority of its Board of Directors, and said Patricia Greenlee acknowledged said instrument to be free act and deed of said trust.

Witness my hand and seal this 12th day of March, A.D. 2001.

My Commission Expires: 7-18-02

Teresa Noble
Notary Public

Address

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 2002

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of February, 2001, by and between Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust dated June 22, 1989 of 9025 North 109th Avenue, Sun City, AZ 85351, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ "10.00") in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 32 North, Range 111 West, 6th P.M.
Section 07: Lots 2(37.30), 3(37.30), 4(37.32), SE1/4NW1/4, E1/2SW1/4, S1/2NE1/4, SE1/4
Section 08: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4
Section 17: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 18: Lots 1(37.33), 2(37.34), E1/2NW1/4, NE1/4SW1/4, E1/2
Section 20: NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4
Section 21: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 28: NW1/4NE1/4, N1/2NW1/4
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3(40.06), 4(40.02), SE1/4SW1/4, SW1/4SE1/4
Township 32 North, Range 112 West 6th P.M.
Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE1/4NW1/4, S1/2NE1/4, N1/2SE1/4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S1/2N1/2, N1/2SW1/4, SW1/4SW1/4, SE1/4
Section 13: NE1/4NE1/4

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IN BOOK 117 O&G PAGE 432
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 4,021.91 acres, whether there actually be more or less.

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

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-sixth (1/6) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

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

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

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

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

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

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

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

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that 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.

Cornelia M. Robinson, individually and as Trustee
by Cornelia M. Robinson Trust

Cornelia M. Robinson, Individually and as Trustee of the
Cornelia M. Robinson Trust dated June 22, 1989

INDIVIDUAL

STATE OF Arizona }
} ss.
COUNTY OF MARICOPA }

OFFICIAL SEAL
PATRICIA A. DWYER
NOTARY PUBLIC-Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 21, 2003

On this 27TH day of FEB, 2001, before me personally appeared Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust dated June 22, 1989 to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 27TH day of FEB, 2000.2001

My commission expires:
02-21-01

Patricia A Dwyer
Notary Public for the State of AZ
residing at 10233 W. PEORIA AVE

STATE OF _____ }
} ss.
COUNTY OF _____ }

CORPORATE

On this _____ day of _____, 2000, before me personally appeared _____

_____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this _____ day of _____, 2000.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

Form:OGL-pdup-H&M/-MSTR

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 14th day of March, 2001, by and between The First Interstate Bank, Trustee of Trust B under the Will of Margaret E. Conwell, Deceased of P. O. Box 3004, Gillette, WY 82717, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ "10.00") in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming described as follows, to-wit:

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

283530

RECORDED April 19, 2001 10:55 A
IN BOOK 1170 PAGE 434
FEES $ 10.00 Mary L. Lohr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 4,021.91 acres, whether there actually be more or less.

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

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in The First Interstate Bank, at P. O. Box 3004, Gillette, WY 82717 (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

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

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

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

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

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

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

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease. INITIAL

17. Lessor hereby ~~warrants and agrees to defend the title to the lands described above,~~ and agrees that 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. DW HERE

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

The First Interstate Bank, Trustee of Trust B under the Will of Margaret E. Conwell, Deceased

ATTEST: _____

BY: Delores Warfield
Delores Warfield, Assistant Vice President and Trust Officer

Cheryl L. Hoofer VP & Trust Officer

SEAL

STATE OF _____ }
} ss. INDIVIDUAL
COUNTY OF _____ }

On this _____ day of _____, 2000, before me personally appeared _____

to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that __he__ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 2000.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

STATE OF Wyoming }
} ss. CORPORATE
COUNTY OF Campbell }

On this 23 day of March, 2001, before me personally appeared Delores Warfield, Assistant Vice President and Trust Officer to me personally known, who, being by me duly sworn, did say that she is the Assistant Vice President and Trust Officer of The First Interstate Bank 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 Delores Warfield acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 23 day of March, 2001.

My commission expires: APRIL 23, 2004

ESTHER D. MOSER NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 23,2004 CAMPBELL COUNTY, WYOMING

Esther D Moser

Notary Public for the State of Wyoming
residing at Gillette, Wy

Form:OGL-p4up-HAS/ -MSTR

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 14, 2001, by and between The First Interstate Bank, Trustee of Trust B under the Will of Margaret E. Conwell, Deceased, whose address is P. O. Box 3004, Gillette, WY 82717, as Lessor, and Hanson & Strahn, Inc. whose address is P. O. Box 3020, Cheyenne, WY 82003, as Lessee.

TOWNSHIP 32 NORTH, RANGE 111 WEST, 6TH P.M.

Section 07: Lots 2(37.30), 3(37.30), 4(37.32), SE1/4NW1/4, E1/2SW1/4, S1/2NE1/4, SE1/4
Section 08: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4
Section 17: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 18: Lots 1(37.33), 2(37.34), E1/2NW1/4, NE1/4SW1/4, E1/2
Section 20: NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4
Section 21: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 28: NW1/4NE1/4, N1/2NW1/4

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P. M.

Section 31: Lots 3(40.06), 4(40.02), SE1/4SW1/4, SW1/4SE1/4

TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH P.M.

Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE1/4NW1/4, S1/2NE1/4, N1/2SE1/4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S1/2N1/2, N1/2SW1/4, SW1/4SW1/4, SE1/4
Section 13: NE1/4NE1/4

4,021.91 acres
Sublette County, Wyoming

In the event this lease is extended beyond the expiration of the primary term, solely by dewatering of the coal seams, the production of water shall not suffice to extend this lease for longer than twelve consecutive months.

It is understood and agreed that a shut-in well will not perpetuate this lease for a period longer than two (2) consecutive years after the expiration of the primary term.

Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

Signed for Identification:

The First Interstate Bank, as Trustee of Trust B under the Will of Margaret E. Conwell, Deceased

BY: Delores Warfield
Delores Warfield, Assistant Vice President and Trust Officer

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of February, 2001, by and between Edith Barp, also known as Edith L. Barp, and George L. Barp, also known as George Barp, wife and husband of P. O. Box 490, Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ *10.00*) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 32 North, Range 111 West, 6th P.M.
Section 07: Lots 2(37.30), 3(37.30), 4(37.32), SE1/4NW1/4, E1/2SW1/4, S1/2NE1/4, SE1/4
Section 08: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4
Section 17: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 18: Lots 1(37.33), 2(37.34), E1/2NW1/4, NE1/4SW1/4, E1/2
Section 20: NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4
Section 21: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 28: NW1/4NE1/4, N1/2NW1/4
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3(40.06), 4(40.02), SE1/4SW1/4, SW1/4SE1/4
Township 32 North, Range 112 West 6th P.M.
Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE1/4NW1/4, S1/2NE1/4, N1/2SE1/4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S1/2N1/2, N1/2SW1/4, SW1/4SW1/4, SE1/4
Section 13: NE1/4NE1/4

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IN BOOK 1170 PAGE 437
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorton

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 4,021.91 acres, whether there actually be more or less.

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

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-sixth (1/6) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

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

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

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

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

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that 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.

Edith L Barp SEE
Edith Barp, also known as Edith L. Barp

George L Barp.
George L. Barp, also known as George Barp

STATE OF Wyoming }
COUNTY OF Sublette } ss. INDIVIDUAL

On this 16th day of March, 2001, before me personally appeared Edith Barp, also known as Edith L. Barp, and George L. Barp, also known as George Barp, wife and husband to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 16th day of March, 2001.

My commission expires:
Jan 4 2004

KAREN S. WENZ - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

Karen S Wenz
Notary Public for the State of Wyoming
residing at Po Box 4375, Marbleton WY

STATE OF }
COUNTY OF } ss. CORPORATE

On this ____ day of ____, 2000, before me personally appeared ____

to me personally known, who, being by me duly sworn, did say that he is the ____ of ____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this ____ day of ____, 2000.

My commission expires:

____

Notary Public for the State of ____

residing at ____

Form: OGL-pdup-HLSV-MSTR

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of February, 2001, by and between Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust, dated October 28, 1994, as amended thereto of 5624 West Cambridge Court, Visalia, CA 93277, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ "10.00") in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

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Section 13: NE1/4NE1/4

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 4,021.91 acres, whether there actually be more or less.

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

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-sixth (1/6) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

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

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

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

[redacted] [redacted] [redacted]

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

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

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

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

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that 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.

Barbara C. Gildea X
Barbara C. Gildea, Trustee of the Barbara C. Gildea Living Trust, dated October 28, 1994, as amended thereto

Vernon J. Gildea X
Vernon J. Gildea, Trustee of the Barbara C. Gildea Living Trust, dated October 28, 1994, as amended to

STATE OF California }
COUNTY OF TULARE } ss. INDIVIDUAL

On this 28th day of FEBRUARY, 2001, before me personally appeared Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust, dated October 28, 1994, as amended thereto to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 28th day of FEBRUARY, 2000.

My commission expires: 1/29/03

Wendy E. Culbreth X
Notary Public for the State of CALIFORNIA
residing at VISALIA, CALIFORNIA

WENDY E. CULBRETH
Commission # 1206665
Notary Public - California
Tulare County
My Comm. Expires Jan 29, 2003

STATE OF _____ }
COUNTY OF _____ } ss. CORPORATE

On this _____ day of _____, 2000, before me personally appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this _____ day of _____, 2000.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

Form OGL-pdp-HAS/ AMTR

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

283537

RECORDED April 19 2001 2:10PM
IN BOOK 117 O+G PAGE 441
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of March 28, 2001, from Starwood, Inc., a Texas corporation ("Starwood"), P. O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership, 7128 S. Poplar Lane Englewood, CO 80112 ("ASSIGNEE").

W I T N E S S E T H:

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

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Subject Leases as provided herein, but only to the extent that the Subject Leases cover the lands described on Exhibit "A".

NOW THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title and interest in and to the Subject Leases, but only to the extent that they cover the lands described on the attached Exhibit "A".

EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases as of the Effective Date of the Assignment and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Leases (the "Overriding Royalty"). The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to each of the Subject Leases. Such Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Leases. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no obligation, express or implied to the Overriding royalty owners to explore or develop the Subject Leases. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Leases, whether by Assignee or an entity affiliated by organization or contract.

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

1. That certain Letter Agreement dated March 28, 2001, by and between ASSIGNOR and ASSIGNEE ("Letter Agreement");

2. The terms and provisions of the Subject Leases including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of the Assignment;

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided 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.

3. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Leases.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of March 28, 2001.

ASSIGNOR:

STARWOOD, INC.

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

STATE OF COLORADO §
§
COUNTY OF Eagle. §

The foregoing instrument was acknowledged before me this 29th day of March., by Don R. Holloway, President of Starwood, Inc., a Texas corporation, on behalf of said corporation.

My Commissions Expires:

6-11-03.

NOTARY PUBLIC, State of Colorado

Sarah Smith

(Printed Notary Name)

NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"
To that certain Assignment of Oil and Gas Leases effective
March 28, 2001, from Starwood, Inc. to Shama Zoe Limited Partnership

Sublette County, Wyoming

1.
Date: 03/15/01
Lessor: Murdock Land & Livestock Co., a Wyoming Corporation, and Joseph W. Murdock and Jeane F. Murdock, individually, and as husband and wife,
Lessee: Starwood, Inc.
Record: Bk. 117 O&G, P. 335
Lands: Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 6, 7, 8, 9, 10, SW/4NW/4, SE/4SW/4, SE/4
Section 28: Lots 1, 2, 3, 4, NE/4NW/4, N/2NE/4

Less a tract of land containing 1.66 acres described at Book 22, Page 388 of the official records of Sublette County, Wyoming.

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the New Fork and Green River.

Containing 867.01 Acres, more or less.
Term: Three (3) years

2.
Date: 03/06/01
Lessor: Cornilia Baum Burke Family Trust of First National Bank of Omaha Trust Department
Lessee: Starwood, Inc.
Record: Bk. 117 O&G, P. 333
Lands: Township 31 North, Range 110 West, 6th P.M.
Section 17: NE/4NE/4, NW/4SW/4, SE/4SW/4, NW/4SE/4

Containing 160.00 Acres, more or less.
Term: Five (5) years

3.
Date: 02/28/01
Lessor: Gordon M. Mickelson and Margaret G. Mickelson, husband and wife,
Lessee: Starwood, Inc.
Record: Bk. 117 O&G, P. 311
Lands: Township 31 North, Range 110 West, 6th P.M.

Section 20: E/2NE/4, SW/4NE/4, E/2SE/4
Section 21: Lot 9, W/2SW/4, SE/4SW/4
Section 27: Lots 2 & 3
Section 28: Lot 1, SW/4NE/4, N/2NW/4, E/2SW/4, W/2SE/4, SE/4NW/4
Section 33: NE/4
Section 34: Lot 3

Together with all accretion and riparian right, title and interest to the bed of the Green River

Containing 948.12 Acres, more or less.

Term: Three (3) years

4.
Date: 12/12/00
Lessor: Doris B. Luman, a widow
Lessee: Starwood, Inc.
Record: Bk. 117 O&G, P. 277
Lands: Township 31 North, Range 110 West, 6th P.M.
Section 4: Lot 4, SW/4NW/4
Section 5: Lot 1, 2, 3, 4, SE/4NE/4

Township 32 North, Range 110 West, 6th P.M.
Section 21: E/2NE/4, NE/4SE/4, W/2SSE/4
Section 22: SW/4SW/4
Section 27: W/2NW/4, NW/4SW/4
Section 28: E/2, SE/4SW/4
Section 32: SE/4NE/4, SE/4SW/4, S/2SE/4
Section 33: N/2NE/4, SW/4NE/4, E/2NW/4, SW/4NW/4, N/2SW/4, SW/4SW/4, NW/4SE/4

Containing 1,556.03 Acres, more or less.

Term: Five (5) years

[redacted] [redacted] [redacted]

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- 144994, dated effective July 1, 1951 issued by the United State Department of Interior, Bureau of Land Management to S. J. Jelso covering the following described land in SUBLETTE COUNTY, STATE OF WYOMING:

Township 30 North, Range 108 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4 S/2N/2, S/2
Section 8: N/2

Township 31 North, Range 108 West, 6th P.M.
Section 30: E/2
Section 32: W/2

Containing 1,590.20 acres, more or less.

This Assignment is executed and delivered without any representation of 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 ASSIGNEMENT is executed effective as of the 1st of May, 2000.

McMURRY OIL COMPANY

By: _____
Roger Biemans, President

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of March, 2001 by Roger Biemans, President, of McMurry Oil Company, a Wyoming corporation on behalf of the corporation.

Witness my hand and official seal.

Lori Ann Vanhevisser
Notary Public

My commission expires: 5-16-01

283540

RECORDED April 19 2001 2:40 PM
IN BOOK 117 O+G PAGE 446
FEES $ 6.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scanlon

446

447

m 3000-3
anuary 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
SEE EXHIBIT "A"

Lease Effective Date
(Anniversary Date)

New 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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* QUESTAR EXPLORATION AND PRODUCTION COMPANY
Street 1331 Seventeenth Street, Suite 800
City, State, ZIP Code Denver, Colorado 80202

283576

RECORDED [illegible] 2001 12:[illegible]
IN BOOK 117 046 PAGE 447
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

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

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

. This assignment conveys the following interest:

and Description	Percent of Interest			Percent Of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
dditional space on reverse, if needed. Do not submit documents or agreements other than is form such documents or agreements shall only be referenced herein					
a	b	c	d	e	f
EE EXHIBIT "A" ATTACHED TO AND MADE PART HEREOF	SEE EXHIBIT	SEE EXHIBIT	SEE EXHIBIT	NONE	THOSE OF RECORD

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 2 9 2001
Patricia M. Hault
BUREAU OF LAND MANAGEMENT

RECEIVED
CHEYENNE, WYOMING
[illegible]

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

ORIGINAL

UNITED STATES OF AMERICA

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

☐ ssignment approved for above described lands;

ssignment approved effective MAR 0 1 2000

☑ Assignment approved for attached land description

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

LAND LAW EXAMINER — FEB 2 8 2000

(Authorized Officer) (Title) (Date)

Part A (Cont[redacted] ...eded. [redacted] [redacted]

STATE OF COLORADO) ACKNOWLEDGMENT (For use by Corporation)
)SS
COUNTY OF DOUGLAS)

On this 18 day of June, 1999, before me personally appeared Michael D. Watford to me personally known, who, being by me duly sworn, did say that is the CEO of Ultra Resources, Inc. and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Michael D. Watford acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 18 day of June, 1999.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

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

MAR 29 2001
Patricia M. Hank
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas lea (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group .31 00 or 3200) mid the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act

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

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

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

Executed this 18 day of JUNE 1999

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

Assignor: [signature]
(Signature)
or
Attorney-in-fact: Michael D. Watford, CEO
(Signature)

304 Inverness Way South. Suite 295
(Assignor's Address)

Englewood, Colorado 80112
(City) (State) Zip Code)

Executed this 21st day of June, 1999

Assignee QUESTAR EXPLORATION AND PRODUCTION CO.
(Signature)
or
~~Attorney-in-fact~~
G. (L.) Nordloh (Signature) President/CEO
Celsius Energy

Form
Land
Trans

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P. 0. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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

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

EXHIBIT "A"

Attached to Assignment of Record Title

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1138	BLM WYW-08589	T32N-R109W SEC 5: LTS 2,3,4, SE, N/2SW, SESW SEC 6: LTS 1-7, 9,10, N/2SE SEC 7: S/2SE SEC 8: E/2NW, SWSW, E/2SW, E/2 SEC 17: N/2NE, SWNE, W/2, W/2SE, SESE	50.0000%	25.0000%	25.0000%
WY-1139	BLM WYW-08592	T33N-R109W SEC 21: S/2S/2 SEC 28: ALL SEC 29: S/2, S/2N/2, S/2N/2N/2, NENENE SEC 32: E/2 SEC 33: ALL SEC 34: W/2W/2	50.0000%	25.0000%	25.0000%
WY-1140	BLM WYW-08593	T33N-R109W SEC 17: S/2NE, W/2, SE, SEC 18: LTS 1-4, E/2W/2, E/2 SEC 19: W/2E/2E/2, NENENE, W/2E/2 SEC 20: N/2NWNW, N/2NENW, N/2NENE, N/2NWNE, SENENE, E/2SENE, E/2SESE, E/2NESE SEC 21: NW, W/2NE, N/2S/2	50.0000%	25.0000%	25.0000%
WY-1131	BLM WYW-015317	T33N-R109W SEC 34: W/2E/2, E/2W/2	50.0000%	25.0000%	25.0000%

EXHIBIT "A"

Attached to Assignment of Record Title

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1148	BLM WYW-016167	T32N-R109W SEC 3: LT 4, SWNW, W/2SW, SESW,	42.5000%	21.2500%	21.2500%
WY-1129	BLM WYW-015315	T32N-R109W SEC 7: LTS 2,5,7,8,11,12 SEC 18: E/2 SEC 19: E/2 SEC 20: ALL SEC 21: W/2	50.0000%	25.0000%	25.0000%
WY-1131	BLM WYW-015317	T32N-R109W SEC 4: LTS 8,9,10,15,16 SEC 9: N/2, N/2SW, N/2SE, SESE SEC 15: W/2 SEC 21: NE SEC 22: N/2	50.0000%	25.0000%	25.0000%

EXHIBIT "A"

Attached to Assignment of Record Title

LEASE #	LESSOR NAME	DESCRIPTION	OWN	CONVEYED	RETAINED
WY-1148	BLM WYW-016167	T33N-R109W SEC 19: LTS 1-4, E/2W/2 SEC 27: SW, SWNW, SWSE SEC 30: W/2NENE, SENENE, NW, S/2, W/2NE, SENE SEC 31: ALL SEC 34: E/2E/2 SEC 35: SW, SWNW	42.5000%	21.2500%	21.2500%
WY-1129	BLM WYW-015315	T33N-R109W SEC 32: SWNW, E/2NW, SW	50.0000%	25.0000%	25.0000%

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of March, 2001 by and between Stanetta Twiford

of P.O. Box 325, Glendo, Wyoming 82213, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of P.O. Box 200 Basalt, CO 81621, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS ($10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

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

[redacted]

RECORDED April 24 2020 at 11:00 AM
IN BOOK 117 Oil & Gas PAGE 452
FEE $ 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 308.29 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit ~~in the~~ at the address shown above ~~or by check or draft of lessee, or any assignee hereof, in any bank in the county in which the land is situated (which bank or its successor, if any, shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the~~ sum of $2.00 per net acre ~~dollars~~, 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 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 Stanetta Twiford

Stanetta Twiford
SSN: 520-46-0424

STATE OF Wyoming }
COUNTY OF Platte } SS. (Individual—Wyo.)

On this 10th day of April, 2001, before me personally appeared Stanetta Twiford, 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:

May 20 2004

Cate Bryson - NOTARY PUBLIC
County of Platte State of Wyoming
My Commission Expires May 20, 2004

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 [redacted] and said ..... acknowledged said instrument to be the free act and deed of said [redacted]

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: .....

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Exhibit "A" attached to and made a part of that Oil & Gas Lease dated March 15, 2001 by and between Stanetta Twiford as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 9, SW/4NW/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

Signed for identification:

Stanetta Twiford
Stanetta Twiford

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 March 15, 2001, from Stanetta Twiford, as Lessors, to Starwood, Inc., a Texas Corporation as Lessee, recorded in Book ____, Page ____, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED 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 Stanetta Twiford 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
Stanetta Twiford	P.O. Box 325 Glendo, Wyoming 82213	$205.53

283578

RECORDED April 24 2001 11:00AM
IN BOOK 117 O+G PAGE 455
FEES $10.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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 10th day of April, 2001.

X Stanetta Twiford (SEAL)
Stanetta Twiford
SSN: 530-46-0424

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Platte } 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 4th day of April, A.D. 2001, personally appeared Shanetta Twiford

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.

Cate Brooks - NOTARY PUBLIC
County of Platte
State of Wyoming
My Commission Expires May 20, 2004

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

My Commission Expires May 20, 2004

Notary Public.

Address: Box 42 Glenrock WY 82213

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated , 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 March 15, 2001 by and between Stanetta Twiford as LESSOR, and Starwood, Inc., a Texas Corporation, as LESSEE.

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 9, SW/4NW/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

Signed for identification:

Stanetta Twiford

Stanetta Twiford

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, on December 17, 1981, Yose Cattle Company of LaBarge, Wyoming as Lessor granted Belco Petroleum Corporation of Lakewood, Colorado as Lessee that certain oil and gas lease recorded in Book 64, Page 76, Sublette County records covering the following lands in Sublette County, Wyoming (the "Subject Lease"):

Township 27 North, Range 112 West, 6th P.M.
Section 3: Lots 2, 3, 4 and 5, excepting fractional parts of Lots 3 and 4

Township 28 North, Range 112 West, 6th P.M.
Section 26: S/2SW/4
Section 34: W/2W/2, NE/4NW/4, E/2SW/4, SE/4NE/4
Section 35: Lots 4 and 8, W/2NW/4, NW/4SE/4

Containing 823.00 acres, more or less

AND WHEREAS, Midway Ranches Limited Partnership of LaBarge, Wyoming is successor-in-interest to John B. and Dee Ann Phillips, who were successor-in-interest to Yose Cattle Company, who owned 100% of the mineral interest under the above described lands;

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Midway Ranches ~~Limited~~ Partnership hereby ratifies, affirms and adopts the terms and conditions of the Subject Lease and grants, leases, and lets to Lessee, its successors and assigns, all of its interest in the mineral estate in the lands described above on the same terms and conditions as contained in the Subject Lease, to the same extent as if Midway Ranches ~~Limited~~ Partnership was an original party to the Subject Lease.

283580

RECORDED April 24 2001 11:35AM
IN BOOK 117 Of 6 PAGE 458
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

MIDWAY RANCHES ~~LIMITED~~ PARTNERSHIP

Steven B. Hoffman
By: Steven B. Hoffman
Title: Partner

STATE OF WYOMING
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me the 12th day of January, 2001 by Steven B. Hoffman as partner of Midway Ranches ~~Limited~~ Partnership.

Witness my hand and official seal

My Commission Expires:
29 April 2004

PAUL N. SCHERBEL – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires April 29, 2004

Notary Public

459

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 92-00412 **Assignment Approval Date -**

ASSIGNOR, with name and address at, DEVON SFS OPERATING, INC (Successor by merger to Snyder Oil Corporation)
20 North Broadway, Suite 1500
Oklahoma City, Oklahoma 73102-8260

being the owner of 100.00 **percent** Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 28 North, Range 108 West

Section 36: NW/4, insofar and only insofar as the lease covers and applies to the wellbore for the Jonah State 3-36 well located in NE/4 NW/4 Section 36-T28N-R108W Sublette County, Wyoming, comprising 160.00 acres, more or less

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

1) **ASSIGNEE, with name and address at:** McMURRY OIL COMPANY
370 17TH Street, Suite 3020
Denver Colorado 80202

33.44583 **percent interest in the total leasehold, or as described in particular above.**

2) **ASSIGNEE, with name and address at:** FORT COLLINS CONSOLIDATED ROYALTIES, INC.
P. O. Box 1363
Cheyenne, Wyoming 82003

24.40938 **percent interest in the total leasehold, or as described in particular above.**

3) **ASSIGNEE, with name and address at:** NERD ENTERPRISES, INC.
P. O. 949
Casper, Wyoming 82602

8.36146 **percent interest in the total leasehold, or as described in particular above.**

4) **ASSIGNEE, with name and address at:** WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY
P.O. Box 3102
Tulsa, Oklahoma 74101

33.78333 **percent interest in the total leasehold, or as described in particular above.**

283586

RECORDED April 24 2001 2:05 PM
IN BOOK 117046 PAGE 459
FEES $ 12.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

5) **ASSIGNEE, with name and address at:**

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

and reserving unto ASSIGNOR, No (0%) Operating Rights Interest

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. This assignment is also subject to that certain Letter Agreement of 8/24/98 between McMurry Oil Co. and Snyder Oil Cor

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 #* 92-00412 *assignment dated* August 28, 1998

[redacted] [redacted] WYO 30-02[redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this _____ day of _____ 2000.

ASSIGNOR - DEVON SFS OPERATING, INC. (Sucessor by merger to Snyder Oil Corporation	**Assignee (1)** - McMURRY OIL COMPANY
By - D D DeCarlo	**By** - R R
Title - D. D. DeCarlo, Vice President	**Title** - Roger J. Biemans, President
Attest -	**Attest** -
Assignee (2) - FORT COLLINS CONSOLIDATED ROYALTIES, INC.	**Assignee (3)** - NERD ENTERPRISES, INC.
By - R.B	**By** - R.B
Title - Roger J. Biemans, President	**Title** - Roger J. Biemans, President
Attest -	**Attest** -
Assignee (4) - WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY	**Assignee (5)** -
By -	**By** -
Title - J.D. Barnes Attorney-in-Fact	**Title** -
Attest -	**Attest** -

SG Legal

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 the 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.

Attached to and made a part of that certain State of Wyoming Operating Rights Assignment for **Lease Serial Number 92-00412** from **Devon SFS Operating, Inc.** into **McMurry Oil Company, to Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Williams Rocky Mountain Production Company** dated effective August 28, 1998.

****

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

CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of Jan., ~~2000~~ 2001 by **Roger J. Biemans, as President of MCMURRY OIL COMPANY**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

SEAL

Notary Public : Kathleen R. Vigil
370 17th Street, Suite 3050
Denver, Colorado 80202

My commission expires: 09-03-01

****

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 6th day of March, 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.

SEAL

Notary Public

My commission expires: 10/10/01

****

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

CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of Jan., ~~2000~~ 2001 by **Roger J. Biemans, as President of NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

SEAL

Notary Public : Kathleen R. Vigil
370 17th Street, Suite 3050
Denver, Colorado 80202

My commission expires: 9-3-01 Denver, Colorado 80202

****

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

CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of Jan., ~~2000~~ 2001 by **Roger J. Biemans, as President of FORT COLLINS CONSOLIDATED ROYALTIES INC.** a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SEAL

Notary Public : Kathleen R. Vigil
370 17th Street, Suite 3050
Denver, Colorado 80202

My commission expires: 09-03-01

Attached to and made a part of that certain State of Wyoming Operating Rights Assignment for **Lease Serial Number 92-00412** from **Devon SFS Operating, Inc.** into **McMurry Oil Company, to Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Williams Rocky Mountain Production Company** dated effective August 28, 1998.

****

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27 day of March, 2001, By D. D. DeCarlo, as Vice President, **of DEVON SFS OPERATING, INC.**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 2-23-02

LORRI A. YOUNGBLOOD
NOTARY PUBLIC
STATE OF OKLAHOMA
OKLAHOMA COUNTY
2-23-2002

462

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

Lease Serial No.
W-015317

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

283587

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)

RECORDED April 24 2001 2:10 PM
IN BOOK 117-06 PAGE 463
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cook

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Questar Exploration and Production Company**
   Street **1331 17th 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)* X Oil and Gas Lease, or Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West 6th P.M. Section 9: N/2, N/2S/2, SE/4SE/4 From the 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.	42.50%	15.9375%*	26.5625%	None	5.50% of 8/8ths
From 12,050' as encountered in The Mesa Unit #1 Well to the stratigraphic equivalent of 13,126', being 100' below the total depth drilled in the Mesa 15-8 Well, located in the SWSE of Section 8, T32N-R109W, 6th P.M.	42.50%	10.625%*	31.875%	None	5.50% of 8/8

Containing 520.00 acres more or less, Sublette Co., Wyoming

This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc.

* It is the intent and purpose of this assignment for Ultra Resources, Inc. to convey Questar Exploration and Production Company 50% of the interest Ultra Resources, Inc. was conveyed by the Assignment of Operating Rights dated April 29, 1999 from Questar Exploration and Production Company

(Continued on Back)

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 29 2001
Patricia M. Hart
BUREAU OF LAND MANAGEMENT

ORIGINAL

RECEIVED
CHEYENNE, WYOMING
00 JAN 17 AM 8:00
BUREAU OF LAND MANAGEMENT

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 DEC 1 2000

By Carmen E. Lovett — LAND LAW EXAMINER — JAN 5 2001
(Authorized Officer) (Title) (Date)

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

(Continued from front Page "Land Description Section)

to Ultra Resources Inc. pursuant to the Purchase and Sale Agreement dated May 17, 1999.
This Assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999, approved effective August 1, 1999, from Ultra to Questar.

STATE OF COLORADO) ACKNOWLEDGMENT (For use by Corporation)
) ss.
COUNTY OF DOUGLAS)

On this 9 day of October, 2000 before me personally appeared, Robin Benko, to me personally known who, being by me duly sworn, who did say that she is the Attorney-in-Fact for Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9 day of October, 2000

My commission expires:

5/23/2004

SAM McCLURE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/23/2004

Sam McClure
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens, a municipality, or a corporation organized under the laws of th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 October, 2000 Executed this 6th day of November, 2000

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact Robin Benko
Robin Benko (Signature) Attorney-in-Fact

304 Inverness Way South, Suite 295
(Transferor's Address)

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

QUESTAR EXPLORATION AND PRODUCTION

Transferee _____
C. L. Nordloh (Signature) President/CEO
or
Attorney-in-fact _____
(Signature)

INITIAL

ASSIGNEE'S COPY
RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, an completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of th[illegible] Department of the Interior, Bureau of Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 Un[illegible] statements or representations as to any matter within its jurisdiction.

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

MAR 29 2001
Patricia M. Hall
BUREAU OF LAND MANAGEMENT

464

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

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

Lease Serial No.
W-015317

283588

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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

RECORDED April 24 2001 2:10 PM
IN BOOK 177 046 PAGE 465
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Questar Exploration and Production Company**
   Street **1331 17th 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)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: (*Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

RECEIVED
CHEYENNE, WYOMING
00 MAR 17 AM 9:07
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 15: W/2 Section 21: NE/4 Section 22: N/2		*			
From the 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.	42.50%	15.9375% *	26.5625%	None	5.50% 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.	42.50%	10.625%	31.875%	None	5.50% of 8/8

Containing 800.00 acres more or less, Sublette Co., Wyoming

These lands are subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997, by and between Celsius Energy Company and Ultra Resources, Inc. and the letter Agreement dated June 18, 1999 between Ultra and Questar.

* Pursuant to the Purchase and Sale Agreement dated May 17, 1999, it is the intent and purpose of this assignment for Ultra Resources, Inc. to convey

(Continued on Back)

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 29 2001
Patricia M. Hart
BUREAU OF LAND MANAGEMENT

ORIGINAL

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

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

☑ Transfer approved effective DEC 1 2000

By _____ LAND LAW EXAMINER JAN 5 2001
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

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

(Continued from front Page "Land Description Section")

Questar Exploration and Production Company 50% of the interest Ultra Resources, Inc. was conveyed by the Assignment of Operating Rights dated 6-18-99 from Questar Exploration and Production Company to Ultra Resources, Inc.
This assignment affects the interest owned by Questar prior to the effect of the Assignment dated June 18, 1999 from Ultra to Questar

STATE OF COLORADO) ACKNOWLEDGMENT (For use by Corporation)
) ss.
COUNTY OF DOUGLAS)

On this 9 day of October, 2000 before me personally appeared, Robin Benko, to me personally known who, being by me duly sworn, who did say that she is the Attorney-in-Fact for Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9 day of October, 2000

My commission expires:
5/23/2004

Sam McClure
Notary Public

SAM McCLURE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/23/2004

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 th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246.08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 requ by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 October, 2000 Executed this 6th day of November, 2000

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact Robin Benko
Robin Benko (Signature) Attorney-in-Fact

304 Inverness Way South, Suite 295
(Transferor's Address)

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

QUESTAR EXPLORATION AND PRODUCTION

Transferee _____
G. L. Nordloh (Signature) President/CEO
or
Attorney-in-fact _____
(Signature)

ASSIGNEE'S COPY
RETURNED ON APPROVAL

INITIAL

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor Reduction Project (1004-0034), Washington, D.C. 20503.

SR3268

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, statements or representations as to any matter within its jurisdiction.

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

MAR 29 2001
Patricia M. Hust
BUREAU OF LAND MANAGEMENT

467

AFFIDAVIT OF PRODUCTION

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

Michael E. Cuba, of lawful age, being duly sworn, deposes and says:

1. That he is the Denver District Land Manager of Stone Energy, L.L.C. and he is duly authorized to make this Affidavit on behalf of said Stone Energy L.L.C.

2. That Stone Energy, L.L.C. is an owner of an interest in and to the following Oil and Gas Lease covering lands located within the County of Sublette, State of Wyoming which is now held by production of oil or gas or other means in accordance with its terms:

Lessor:	United States of America WY-2690
Lessee:	Margaret E. Allen
Dated:	December 1, 1966
Recorded:	Book 47, Page 456
Legal Description:	Township 27 North, Range 111 West, 6th P.M. Section 31: Lots 1-7, NE/4, NE/4SW/4, N/2SE/4, E/2NW/4 Section 32: Lot 1

3. This Affidavit is made for the purpose of giving notice that the lease described above has been extended in accordance with its terms due to the existence of the Federal 22-31 Well located in the SE/4NW/4 of Section 31-T27N-R111W, Sublette County, Wyoming, said well being drilled on February 18, 1973 and having been completed as a well capable of production.

IN WITNESS WHEREOF, this Affidavit of Production is executed on April 18, 2001, effective as of the date of first production.

STONE ENERGY, L.L.C.

BY: _____
Michael E. Cuba
Denver District Land Manager

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

On this 18th day of April, 2001, before me, the undersigned Notary Public, in and for the county and state aforementioned, personally appeared Michael E. Cuba, Denver District Land Manager of Stone Energy, L.L.C., to me personally known to be the identical person who signed the within and foregoing instrument on behalf of said Stone Energy, L.L.C. and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 18th day of April, 2001.

Witness my hand and official seal.

My commission expires: 2/18/2005.

_____
Notary Public

283589

RECORDED April 24 2001 2:15 PM
IN BOOK 1170+6 PAGE 467
FEES $6.50 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

MEMORANDUM OF
COMMUNITIZATION AGREEMENT

283591

RECORDED April 24 2001 2:30 P M
IN BOOK 117 Oth PAGE 468
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

State: Wyoming

County: Sublette

Contract No.: WYW151541

Effective Date: September 30, 1999

Lands and Leases:
Serial number W-58724
Township 27 North, Range 111 West
Section 19: W/2SE/4
Containing 80.00, more or less

Serial Number W-67808
Township 27 North, Range 111 West
Section 19: E/2SE/4
Containing 80.00 acres, more or less

Formations: As to natural gas and associated liquid hydrocarbons from the Bear River and Frontier formations.

Working Interest Owners:
Tom Brown, Inc.
555 17th Street, Suite 1850
Denver, Colorado, 80202

EOG Resources, Inc.
600 17th Street, Suite 1100N
Denver, Colorado, 80202

Kaiser-Francis Oil Company
P.O. Box 21468
Tulsa, Oklahoma, 74121

Beacon Exploration Company
15 East 5th Street, Suite 2900
Tulsa, Oklahoma, 74103

Energetics 1988 Limited Partnership
P.O. Box 5038
Englewood, Colorado, 80155

This Memorandum of Communitization Agreement ("Agreement") is placed of record for the purpose of putting all persons on notice of the existence of the Agreement, which shall be deemed to be binding on the above named Working Interest Owners and their successors and assigns, as well as all owners of royalty and overriding royalty under the subject Agreement, and

in full force and effect until modified, which modifications may be evidenced by an amendment to this Memorandum being placed of record. A complete copy of this Agreement may be obtained in the offices of Tom Brown, Inc. or the Bureau of Land Management in Casper, Wyoming.

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 26th day of February, 2001 by Rodney G. Mellott as Vice President – Land for Tom Brown, Inc.

Witness my hand and official seal

My Commission Expires:

May 22, 2004

Notary Public

NORMA K. SHETTLE
NOTARY PUBLIC
COLORADO

[redacted] [redacted] [redacted]

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING
FROM
McMURRY ENERGY COMPANY
(Tax I.D. No. 83-0260973)
TO
WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, AS AGENT

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.
THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THE OIL AND GAS INTERESTS INCLUDED IN THE PROPERTY COVERED HEREBY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, AND THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS PURSUANT TO APPLICABLE LAW.

THOSE PORTIONS OF THE COLLATERAL WHICH ARE MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS), AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT "A".

SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE COLLATERAL IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT "A".

DEBTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN, OR THE DESCRIPTION OF WHICH IS INCORPORATED IN, EXHIBIT "A".

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR HEREUNDER.

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED SHOULD BE RETURNED TO:

David G. Stolfa
3300 South Columbine Circle
Englewood, Colorado 80110

283615

RECORDED April 24 2001 335PM
IN BOOK 119 046 PAGE 470
FEES $ 59.50 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Amend of mtg. Bk 119 046 pg. 46 7/19/01

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of April 12, 2001, is from McMURRY ENERGY COMPANY, a Delaware corporation ("Debtor"), Tax I.D. No. 83-0260973, with an address at 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202, to WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo Texas"), with an address at MAC #C7301-046, 1740 Broadway, Denver, Colorado 80274, in its capacity as agent for itself and for Wells Fargo Bank Minnesota, National Association ("Wells Fargo Minnesota"), as more fully described below. Wells Fargo Texas, acting in the above-described capacity as agent, is herein called "Secured Party".

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Secured Party to Debtor and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Pursuant to the terms of a Credit Agreement dated as of April 12, 2001, as the same may hereafter be amended, modified, extended or amended and restated from time to time (the "Credit Agreement"), Wells Fargo Texas is to make advances to Debtor and issue letters of credit at the request of Debtor in the aggregate amount of up to $10,000,000 (or such larger amount to which Wells Fargo Texas and Debtor may hereafter agree to increase such amount) at any time outstanding (the "Loan"). Debtor's obligations under or in connection with the Credit Agreement are intended to be secured by the liens, security interests and assignments granted pursuant to this Instrument.

Debtor may heretofore have incurred or may hereafter incur obligations to Wells Fargo Minnesota in connection with commodity hedge agreements, commodity swap agreements, exchange agreements, collar agreements or cap agreements, fixed price agreements or other agreements or arrangements designed to protect Debtor against fluctuations in the price of oil, gas or other hydrocarbons ("Hedging Obligations"). Debtor's obligations under or in connection with any such Hedging Obligations are intended to be secured by the liens, security interests and assignments granted pursuant to this Instrument. Wells Fargo Minnesota has appointed Wells Fargo Texas as its agent to hold the security for the Hedging Obligations of Debtor to Wells Fargo Minnesota.

All of the property described under 1 through 8 below is herein collectively called the "Collateral":

1. All of the right title and interest of Debtor, whether now owned or hereafter acquired (the "Interests"), including without limitation the operating interests and net revenue interests set forth in Exhibit "A": (a) in and to all of the fee estates, easements, rights-of-way, mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases and sublicenses described or referred to in Exhibit "A" attached hereto and made a part hereof or covering or relating to all or any part of the land described in Exhibit "A", and (b) in and to any other interests covering or relating to all or any part of the land described in Exhibit "A" or the description of which is incorporated in Exhibit "A" (the "Land");

2. All of the oil, gas, coalbed methane, casinghead gas and other hydrocarbons, whether solid, liquid or gaseous, and all other associated or related substances ("Hydrocarbons") owned by Debtor, whether in, on or attributable to any of the Interests;

3. All of the items incorporated as part of or attributed or affixed to any of the real property included in the Interests, in such a manner that such items are no longer personal property under the laws of the state where the property is situate;

4. All wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other goods and equipment, and all of the personal property and fixtures, as defined under the laws of the state where the property is situate, now or hereafter owned by Debtor, whether attributable to or obtained or used in connection with any of the Interests or otherwise, including without limitation any and all such items which are used or purchased for the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons and any and all such items described on Exhibit "A";

5. All of the inventory, accounts, contract rights and general intangibles of Debtor, now or hereafter arising, in connection with the Interests, including without limitation those arising under any contract or agreement relating to the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons and those described on Exhibit "A";

6. All of the severed and extracted Hydrocarbons now or hereafter owned by Debtor or heretofore or hereafter produced from or attributed to any of the Interests;

7. All of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to any of the property described under Paragraphs 1 through 6 above; and

8. All of the proceeds and products of the property described under Paragraphs 1 through 7 above, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property and, to the extent they may constitute proceeds, instruments, accounts, securities, general intangibles and contract rights.

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys, and grants a security interest in, the Collateral to Secured Party, WITH POWER OF SALE pursuant to this Instrument and applicable law; TO HAVE AND TO HOLD the Collateral to Secured Party and its successors and assigns forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Secured Party; and

B. Assigns to Secured Party all of the severed and extracted Hydrocarbons produced from or attributed to any of the Collateral, together with all amounts that become payable to Debtor with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

AND in furtherance thereof Debtor warrants, represents, covenants and agrees as follows:

ARTICLE I

Obligations

Section 1.1 This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "Obligations"):

A. Payment of and performance of all obligations of Debtor under or in connection with the Promissory Note dated April 12, 2001, as the same may be amended, renewed, extended or substituted for (the "Note"), made by Debtor, in the face amount of $10,000,000, payable to the order of Wells Fargo Texas on or before June 1, 2003 (or such earlier date as may be specified in the Credit Agreement), with interest at the rates specified in the Credit Agreement, which rates at the date hereof are based upon the fluctuating annual rate announced publicly by Wells Fargo Texas from time to time as its prime rate (the "Prime Rate"), which may not be the lowest interest rate charged by Wells Fargo Texas, or upon the reserve-adjusted London inter-bank offered rate, calculated as more fully described in the Credit Agreement;

B. All indebtedness, liabilities and obligations of Debtor to Wells Fargo Texas of every kind and character, now existing or hereafter arising, pursuant to the Credit Agreement;

C. All other indebtedness, liabilities and obligations of Debtor to Wells Fargo Texas or to Wells Fargo Minnesota, of every kind and character, now existing or hereafter arising, whether direct or indirect, primary or secondary, joint, several or joint and several (including, without limitation, any and all obligations of Debtor to Wells Fargo Texas for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force and any Hedging Obligations of Debtor to Wells Fargo Minnesota), it being contemplated that Debtor may hereafter become indebted to Wells Fargo Texas and/or Wells Fargo Minnesota in such further sums;

D. Payment of all sums advanced and costs and expenses incurred by Secured Party, Wells Fargo Texas or Wells Fargo Minnesota (whether directly or indirectly and including without limitation all legal fees, except to the extent agreed to be borne by Secured Party, Wells Fargo Texas or Wells Fargo Minnesota pursuant to the Credit Agreement or other applicable document) in connection with the obligations described in this Section 1.1.A or any part thereof;

E. Payment of all other indebtedness and liabilities and performance of all other obligations of Debtor to Secured Party arising pursuant to this Instrument or in connection with this Instrument; and

F. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through E above; provided that such renewals, extensions, amendments, changes of, or substitutions or replacements for, all or any part of the foregoing:

(1) shall not exceed $50,000,000 in aggregate outstanding principal amount at any time; provided that, if for any reason such maximum aggregate outstanding principal amount is exceeded, this Instrument shall continue to secure: (a) the obligations under the Promissory Note described in Section 1.1.A above (and any and all renewals, extensions, amendments and changes thereof, or substitutions or replacements therefor); and (b) the other obligations described in this Section 1.1 in the order such other obligations were incurred, to the extent that the sum of the obligations described in clause (a) above and such other obligations do not exceed such maximum aggregate outstanding principal amount;

(2) shall have been made on or before December 31, 2008;

(3) shall completely mature prior to December 31, 2011; and

(4) shall, prior to the due date, bear interest on the unpaid balance at an annual rate not exceeding the sum of the Prime Rate plus 10 percentage points per year.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that: (a) Debtor has the right to receive at all times the "Net Revenue Interest" specified in Exhibit "A" of all Hydrocarbons produced from the wells located on the Collateral; (b) Debtor's share of development and operating costs with respect to any of the wells or properties included in the Collateral is no greater than the "Working Interest" specified in Exhibit "A" for that well or property; (c) Debtor is the lawful owner of good and defensible title to the Collateral, free and clear of all liens, security interests, encumbrances and burdens, except liens, security interests and other matters permitted by the terms of the Credit Agreement; (d) each loan, the payment of which constitutes an Obligation hereunder, is or shall be for a business or commercial purpose; and (e) Debtor will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid or unsatisfied, unless Secured Party shall have otherwise consented in writing:

A. Debtor shall promptly and, insofar as not contrary to applicable law, at Debtor's own expense, file and refile in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby and the rights and remedies of Secured Party hereunder;

B. Debtor shall execute, acknowledge and deliver to Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to more fully identify and subject to the lien, encumbrance and security interest and

assignment created hereby any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of Secured Party and at Debtor's expense; and

C. If the title, interest, lien or encumbrance, as the case may be, of Debtor or Secured Party to the Collateral or any part thereof, or the security of this Instrument, or the rights or powers of Secured Party hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Debtor or the Collateral, Debtor shall promptly give written notice thereof to Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings; and Secured Party may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party, shall bear interest at the rate provided in the Note, and shall be a part of the Obligations.

ARTICLE III

Collection of Proceeds of Production

Section 3.1 Pursuant to the assignment made by Debtor in paragraph B of the granting clause of this Instrument, Secured Party is entitled to receive all of the severed and extracted Hydrocarbons produced from or attributed to all of the Interests, together with all of the proceeds thereof. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest therein or assignment as additional security. Debtor hereby authorizes and directs all parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds to treat and regard Secured Party as the party entitled, in Debtor's place and stead, to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Secured Party and shall be under no obligation to see to the application by Secured Party of any such proceeds received by it.

Section 3.2 All of the proceeds received by Secured Party pursuant to Section 3.1 shall be applied by Secured Party in accordance with the terms of the Credit Agreement.

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Section 3.3 Upon any sale of any of the Collateral by or for the benefit of Secured Party pursuant to Article V, the Hydrocarbons thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.4 Secured Party is hereby absolved from all liability for failure to enforce collection of any such Hydrocarbons or proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Debtor shall indemnify Secured Party against all claims, actions, liabilities, judgments, costs, attorneys' fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by Secured Party as a consequence of the assertion, either before or after the payment in full of the Obligations, that Secured Party received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. Secured Party shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this Instrument.

Section 3.6 Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Secured Party of the duties and obligations of Debtor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Debtor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of Debtor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Secured Party, prior to foreclosure, of any of its rights hereunder or under applicable law.

ARTICLE IV

Termination

If all of the Obligations of Debtor shall be paid or performed in full pursuant to the terms and conditions of

this Instrument and the instruments evidencing the Obligations and if the Credit Agreement and all documents evidencing the Hedging Obligations of Debtor to Wells Fargo Minnesota have been terminated, then Secured Party shall, promptly after the request of Debtor, execute, acknowledge and deliver to Debtor proper instruments evidencing the termination of this Instrument. Debtor shall pay all reasonable legal fees and other expenses incurred by Secured Party for preparing and reviewing such instruments of termination and the execution and delivery thereof, and Secured Party may require payment of the same prior to delivery of such instruments. Otherwise, this Instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.1 The occurrence of any default or event of default under the Credit Agreement, the Note or any other document executed in connection with the Loan, or any document evidencing any or all of the Hedging Obligations of Debtor to Wells Fargo Minnesota, including without limitation the expiration of any applicable grace period (an "Event of Default"), shall, automatically or at the option of Wells Fargo Texas or Wells Fargo Minnesota, as applicable, make all amounts then remaining unpaid on the Obligations immediately due and payable, and the liens, encumbrances and security interests evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law.

Section 5.2 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party may elect to treat the fixtures included in the Collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected.

Section 5.3 Upon the occurrence of any Event of Default, and at all times thereafter, in addition to all other rights and remedies herein conferred, Secured Party shall have all of the rights and remedies of a mortgagee under a mortgage with respect to all of the Collateral. This Instrument shall be effective as a mortgage, and, upon the occurrence of an Event of Default, may be foreclosed as to any of the Collateral in any manner permitted by applicable law, and any foreclosure suit may be brought by Secured Party. The provisions set forth in this Section 5.3 shall not in any way limit any other provision of this Instrument. Secured Party shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property

included in the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Secured Party may deem proper, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and retain all other earnings, proceeds and other sums due or to become due with respect to such real property, accounting for and applying to the payment of the Obligations only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at an annual rate which equals the sum of the Prime Rate plus five percentage points per year, as fully and effectually as if Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party, in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, may proceed by an action or actions in equity or at law for the seizure and sale of the real property included in the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

Section 5.5 Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other powers, rights and remedies herein granted or by law or equity conferred, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Secured Party may require Debtor to assemble such personal property and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Secured Party of any of its remedies with respect to personal property:

(a) If notice is required by applicable law, five days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(b) Without in any way limiting the right and authority of Secured Party to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (1) Secured Party may hold a public sale of the Collateral in Denver, Colorado, or Houston, Texas, after having provided Debtor with five days' notice of such sale and after having published notice of such sale by an advertisement in such publication as may be permitted or required under applicable state law, as Secured Party determines to be appropriate (which advertisement may be placed in the "classified" section), for a period of not less than five consecutive issues commencing not more than ten days prior to the sale; (2) the Collateral may be sold for cash; and (3) Secured Party or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

Section 5.6 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party may, with respect to all or any portion of the Collateral, subject to any mandatory requirements of applicable law, sell or have sold the real property or interests therein included in the Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as Secured Party may deem appropriate. Secured Party may postpone the sale of such real property or interests therein or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such real property or interests therein or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such property is sold without defect or irregularity or the Obligations are paid in full. Secured Party shall have the right to appoint one or more attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of Secured Party.

Section 5.7 Secured Party or any other person owning, directly or indirectly, any interest in any of the Obligations shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it under or in connection with the Obligations. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein or provided by law. Debtor hereby ratifies and confirms all legal acts that Secured Party may do in carrying out the provisions of this Instrument.

Section 5.8 Debtor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, Debtor hereby agrees that Debtor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, setoff), now or hereafter in force. Debtor expressly agrees that Secured Party may offer the Collateral as a whole or in such parcels or lots as Secured Party, in its sole discretion elects, regardless of the manner in which the Collateral may be described.

Section 5.9 All costs and expenses (including reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes, except to the extent agreed to be borne by Secured Party pursuant to the Credit Agreement) incurred by Secured Party in perfecting, protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a demand obligation of Debtor to Secured Party and shall bear interest at the rate provided in the Note, all of which shall be part of the Obligations.

Section 5.10 The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses incident to the enforcement of this Instrument, including, without limitation, a reasonable compensation to the agents, attorneys and counsel of Secured Party;

B. Second, to the payment or prepayment of the Obligations, in such order as Secured Party shall elect; and

C. Third, the remainder, if any, shall be paid to Debtor or such other person or persons as may be entitled thereto by law.

Section 5.11 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Secured Party, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to Secured Party shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party, and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Secured Party.

Section 6.2 If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Secured Party in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.3 This Instrument will be deemed to be and may be enforced from time to time as an assignment, contract, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof, as is appropriate under applicable state law. A

carbon, photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 6.4 Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Debtor shall be required to pay only such maximum legal rate.

Section 6.5 Insofar as permitted by otherwise applicable law, this Instrument and the Obligations shall be construed under and governed by the laws (excluding the choice-of-law rules) of the State of Colorado; provided, however, that, with respect to any portion of the Collateral located outside of the State of Colorado, the laws (excluding the choice-of-law rules) of the jurisdiction in which such property is located shall apply to the extent, and only to the extent, necessary to permit Secured Party to enforce or realize upon its rights and remedies hereunder with respect to such property, and any such enforcement or realization proceedings shall be conducted in compliance with the applicable laws of the state where the Collateral is located.

Section 6.6 This instrument may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that: (a) to facilitate recordation, in particular counterparts hereof, portions of Exhibit "A" hereto which describe properties situated in counties other than the county in which the counterpart is to be recorded have been omitted, and (b) to accommodate different execution formalities for different states in which the Collateral may be located, the signature blocks and title pages in counterparts to be filed in certain states may contain captions, witnesses, acceptances and other formalities not included in other counterparts. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 6.7 Unless otherwise specified in Exhibit "A" hereto, all recording references in Exhibit "A" hereto are to the official real property records of the county in which the affected land is located. The references in Exhibit "A" hereto to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 6.8 All deliveries and notices hereunder shall be deemed to have been duly made or given if made or given in conformity with the provisions of the Credit Agreement.

Section 6.9 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Secured Party, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years after the execution and delivery of this Instrument. As used herein, the term "person" shall mean individual, corporation, limited liability company, partnership, joint venture, agency or other form of entity or association.

Section 6.10 Some of the above goods are or are to become fixtures on the Land. The above described minerals or other substances of value which may be extracted from the earth (including without limitation oil and gas), and the accounts relating thereto will be financed at the wellhead of the well or wells located on the Land. This Instrument is to be filed for record in, among other places, the real estate records of each county in which the affected real estate is located; to wit, all of those listed in Exhibit "A." Debtor is the owner of a record interest in a portion of the real estate concerned. The mailing address of Debtor and the address of Secured Party from which information concerning the security interest may be obtained are as set forth above.

Section 6.11 Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other instrument or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, it being agreed that Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by Secured Party in such order and manner as it may in its absolute discretion determine.

EXECUTED as of the date first above written.

MCMURRY ENERGY COMPANY

By: _____
Alan E. Falenski,
Vice President-Corporate
Planning/Finance

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

The foregoing instrument was acknowledged before me this 12th day of April, 2001, by Alan E. Falenski, as Vice President-Corporate Planning/Finance of MCMURRY ENERGY COMPANY, a Delaware corporation, on behalf of said corporation. Witness my hand and official seal.

KRISTA JOHNSON NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

(SEAL)

[redacted] [redacted] [redacted]

PREAMBLE TO

EXHIBIT "A"

1. Well names, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, depth limitations, mineral interests, working interests and net revenue interests contained in this Exhibit "A" are included for the purpose of defining Debtor's warranties hereunder or in connection herewith and shall not be deemed to limit the interests covered hereby.

2. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit "A". To the extent that any other land descriptions in this Exhibit "A" are incorrect or not legally sufficient, the land descriptions contained in the leases or other documents recorded as described in this Exhibit "A" are incorporated herein by this reference.

3. Unless provided otherwise, all recording references in this Exhibit "A" are to the official real property records of the county or counties in which the Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

Exhibit 'A'

SUBLETTE COUNTY, WYOMING

Attached to and made a part of that certain Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated April 12, 2001. from McMurry Energy Company, Debtor to Wells Fargo Bank Texas, National Association

	Lease Number	Legal Description	Lessor	Lessee	Date of Lease	WI % BPO/ APO	NRI% BPO/ APO	ORRI	Recorded	Well Name / Location
1.	WYW-089832-JJ (WY-060-00013-00)	Township 38 North, Range 75 West, Section 26: SENW	USA	E.J. Speake	12/1/89	78.25%	66.73%		377 / 253	Bear Creek 1 T38N, R75W,Sec. 26: SENW
2.	WYW-133051 WY-051-00027-00	Township 29 North, Range 107 West Section 4: NESW	USA	McMurry Oil Company	8/1/94	33%	25.74%		97 / 457	Antelope 11-4 T29N, R107W, Sec. 4: NESW
3.	WYW- 142261 (WY-051-00045-00)	Township 29 North, Range 107 West, Section 9: NENE	USA	Snyder Oil Company	8/1/97	16.50%	13.04%		115 / 131	Antelope 1-9 T29N, R 107W, Sec. 9: NENE
		Township 29 North, Range 107 West Section 9: NENW				16.50%	13.04%		115 / 131	Undeveloped Location T29N, R107W, Sec. 9: NENW
4.	Jensen (WY-051-00049-00)	Township 31 North, Range 107 West, Section 14: NENW	Brandt. T. Jensen et al	Leonard Hay	7/1/75	12.38%	9.90%		58 / 626	Jensen #4 T31N, R109W, Sec. 14: NENW
		Township 31 North, Range 109 West Section 10: NESE				10%	7.80%			Undeveloped Location T31N, R109W, Sec. 10: NESE
		Township 31 North, Range 109 West Section 10: SESE				10%	7.80%			Undeveloped location T31N, R109W, Sec. 10: SESE
		Township 31 North, Range 109 West, Section 11: NWNE				10%	7.80%			Undeveloped Location T31N, R109W, Sec. 11: NWNE
		Township 31 North, Range 109 West, Section 11: NWSE				10%	7.80%			Undeveloped Location T31N, R109W, Sec. 11: NWSE
		Township 31 North, Range 109 West, Section 11: NWSW				10%	7.80%			Undeveloped Location T31N, R109W, Sec. 11: NWSW

Exhibit 'A'

Lease Number	Legal Description	Lessor	Lessee	Date of Lease	WI % BPO/ APO	NRI% BPO/ APO	ORRI	Recorded	Well Name / Location
					10%	7.80%			
	Township 31 North, Range 109 West, Section 11: SESW								Jensen 1-A T31N, R1098W, Sec. 11: SESW

5. Oil and Gas Lease dated 4/2/92 from the State of Wyoming #92-00198, as Lessor, and McMurry Oil Company, as Lessee recorded in Book 98 at Page 447 (MEC Lease No. WY-051-00021-00), covering all of Section 36, Township 30 North, Range 108W, and subject to that certain Operating Agreement dated March 10, 1998 by and between McMurry Oil Company, as Operator and Amoco Production Company, et al, as Non-Operators, covering all of Section 36, T30N, R108W, which creates the following interests INSOFAR AND ONLY INSOFAR as such interests apply to the following lands and leases:

St of Wy 92-00298 (WY-051-00021-00)	Township 30 North, Range 108 West, Section 36: NENE	St of Wyoming	McMurry Oil Company	4/2/92	16.50%	13.20%		98 / 447	Falcon 1-36 T30N, R108W, Sec. 36: NENE
	Township 30 North, Range 108 West, Section 36: SWNE				16.50%	13.20%			Undeveloped Location T30N, R108W, Sec. 36: SWNE

6. New Fork Unit Lands:
The following Oil and Gas Leases situated in the New Fork Unit, INSOFAR AND ONLY INSOFAR as such leases contstitute the interest in and to the following wells and lands Identified:

E-026025 WY-051-00015-00	Township 15 North, Range 109 West, Section 14: S/2NW, SW Section 23: E/2 Section 24: W/2SW	USA	Griselda M. Bennett	4/1/50
E-026026 WY-051-00016-00	Township 31 North, Range 109 West, Section 11: Lot 1 Section 12: Lot 9. All of the bed of New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lot 1, Section 11. Lots 8, 8, 10 of Section 12.	USA	Elizabeth Rawson	4/1/50
W-06269 WY-051-00017-00	Township 31 North, Range 109 West, Section 13: All Section 14: E/2 Section 24: N/2, E/2SW, SE Section 25: All	USA	Donald B. Anderson	6/1/51
W-06270 WY-051-00018-00	Township 31 North, Range 109 West, Section 2: Lots 3, 4, S/2, S2NW	US	Donald B. Anderson	6/1/51

Exhibit 'A'

Lease Number	Legal Description	Lessor	Lessee	Date of Lease	WI % BPO/ APO	NRI% BPO/ APO	ORRI	Recorded	Well Name / Location
	Section 3: Lots 1-4, S/2N/2, S/2 Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW								
WYW-144993 WY-051-00028-00	Township 31 North, Range 108 West, Section 19: Lots 3, 4, E/2SW Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1-4, E/2W/2	USA	Floyd H. Schroeder	6/1/51 (segregated from W-06283)					
WYW-144994 WY-051-00025-00	Township 30 North, Range 108 West, Section 5: Lots 1-4, S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, Section 30: E/2 Section 32: W/2	USA	S. J. Jelso	6/1/51 (segregated from W-06933)				11 / 231	
W-06286 WY-051-00020-00	Township 32 North, Range 109 West, Section 27: S/2 Section 28: SE/4, Section 34: All Section 35: SW/4	USA	Donald B. Anderson	6/1/51					
WYW-144996 WY-051-00026-00	Township 30 North, Range 108 West, Section 6: Lots 1, 2, S/2NE Township 31 North, Range 108 West, Section 31: E/2	USA	R. A. Trombley	7/1/51 (segregated from W-06934)				11 / 238	
WYW-015314 WY-051-00010-00	Township 30 North, Range 108 West, Section 9: S/2 Section 10: S/2 Section 14: SW Section 15: All	USA	Edwin L. Guensel	6/1/52					
WYW-015316 WY-051-00011-00	Township 30 North, Range 108 West, Section 4: Lots 3, 4, S/2NW, S/2 Section 9: NE Section 10: NW Township 31 North, Range 108 West, Section 29: SE Section 32: E/2 Section 33: SW	USA	Fred M.Manning, Jr.	6/1/31				11 / 247	

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Exhibit 'A'

Lease Number	Legal Description	Lessor	Lessee	Date of Lease	WI % BPO/ APO	NRI% BPO/ APO	ORRI	Recorded	Well Name / Location
W-016161 WY-051-00012-00	Township 30 North, Range 108 West, Section 14: NENW, S/2NW	USA	Phil D. Helmig	7/1/52					
W-016162 WY-051-00013-00	Township 30 North, Range 108 West, Section 11: SW	USA	Phil D. Helmig	6/1/52					
W--018039 WY-051-00014-00	Township 30 North, Range 108 West, Section 14: NWNW	USA	Morris Kline	10/1/52					

Wells	Location/Lands	WI BPO/APO	NRI BPO/APO	ORRI
New Fork Fed 13-10	T30N, R108W, Sec. 10: SWSW	49.5 / 40.219%	38.69 / 31.46%	0.62965%
Pinedale Fed 1-14	T30N, R109W, Sec. 14: NENE	49.5 / 40.219%	39.6 /32.175%	0.62965%
Pinedale 13-2A	T31N, R109W, Sec. 2: SWSW	49.5 / 40.219%	39.6 / 32.175%	0.62965%
Pinedale Fed. 13-19	T31N, R108W, Sec. 19: SWSW	49.5 / 40.219%	38.69 / 32.175%	0.62965%
Pinedale 2	T31N, R109W, Sec. 2: SWSW	12.375%	9.73%	0.62965%
Pinedale 4	T32N, R 109W, Sec. 34: C NW	12.375%	9.73%	0.62965%
Pinedale 4A	T30N, R109W, Sec. 34: NENW	12.375%	9.73%	0.62965%
Pinedale 7	T30N, R108W, Sec. 15: SENE	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R108W, Sec. 19: NESW	40.219%	31.46%	0.62965%
Undeveloped locatior	T31N, R108W, Sec. 30: NENW	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 2: NESW	40.219%	31.46%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 3: NESE	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 10: NENE	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 11: NENW	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R209W, Sec. 13: SWNW	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 14: SENW	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 14: SWNE	40.219%	31.46%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 24: NESE	12.375%	9.73%	0.62965%
Undeveloped locatior	T31N, R109W, Sec. 25: NENE	40.219%	31.46%	0.62965%
Undeveloped locatior	T32N, R109W, Sec. 34: NWNE	12.375%	9.73%	0.62965%
Undeveloped locatior	T32N, R109W, Sec. 34: NWNW	12.375%	9.73%	0.62965%
Undeveloped locatior	T32N, R109W, Sec. 34: NWSE	12.375%	9.73%	0.62965%
Undeveloped locatior	T32N, R109W, Sec. 34: NWSW	40.219%	31.46%	0.62965%

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ASSIGNMENT, CONVEYANCE AND BILL OF SALE

(WYOMING) **283619**

RECORDED April 04 2001 3:45 PM
IN BOOK 117 OAG PAGE 491
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackett

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE ("Assignment"), dated and effective as of 11:59 p.m. on December 31, 2000, (the "Effective Time"), between ATOFINA PETROCHEMICALS, INC., a Delaware corporation, formerly known as FINA OIL AND CHEMICAL COMPANY ("Assignor") and FINA E&P, INC., a Delaware corporation ("Assignee") and wholly owned subsidiary of Assignor. The address of Assignor is 15710 JFK Blvd., Houston, Texas 77032, and the address of Assignee is 800 Gessner, Suite 700, Houston, Texas 77024.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that, in accordance with and in consideration of the terms and provisions of that certain Contribution Agreement between Assignor and Assignee dated December 15, 2000, authorizing and directing the transfer of substantially all of the oil and gas exploration and production assets of Assignor to Assignee, and in furtherance of that certain Assignment, Conveyance and Bill of Sale (Global) executed by Assignor in favor of Assignee on December 21, 2000, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor has TRANSFERRED, GRANTED, CONVEYED, and ASSIGNED, and by these presents does hereby TRANSFER, GRANT, CONVEY and ASSIGN, unto Assignee, all of Assignor's right, title and interest in and to all properties, assets and rights of whatever kind or character situated or arising in whole or in part within the State of Wyoming and related to Assignor's oil and gas exploration and/or production business, including, but not limited to:

(a) All oil, gas and/or mineral leases, permits, licenses and interests, including without limitation all properties, assets and/or rights described or referenced on Exhibit "A" attached hereto with Book and Page and/or entry number references, affecting lands located in the State of Wyoming, either in whole or in part, as well as all royalty interests, overriding royalty interests, production payment interests, net profits interests, reversionary rights with respect to, and/or any right to produce or receive the proceeds of production of, oil, gas and other liquid and gaseous hydrocarbons, or any of them, and any minerals produced in association therewith affecting such lands ("Hydrocarbons") together with all unitization, communization and pooling agreements and orders pertaining to any portion thereof and the units and communitized and pooled areas created thereby (all of the interests described or referenced in this subparagraph (a) being hereinafter referred to as the "Oil and Gas Properties");

(b) All easements, rights of way, permits, licenses, servitudes or other interests pertaining to the Oil and Gas Properties;

(c) All fee simple and leasehold estates of Assignor pertaining to the Oil and Gas Properties;

[redacted] [redacted] [redacted]

(d) All wells, wellbores, tubular goods, equipment, gathering lines, flow lines, pipelines, and other personal property, fixtures and improvements situated upon, or used or held for use in connection with the exploration, development, operation or enjoyment of, the Oil and Gas Properties, or the production, treatment, storage or transportation of Hydrocarbons therefrom, and any leases of such personal property, fixtures or improvements;

(e) All Hydrocarbon sales, purchase, exchange, transportation and processing contracts and agreements, farmout or farmin agreements, joint operating agreements and all other contracts or agreements and contract rights of whatever kind or character insofar as the same relate to or affect the Oil and Gas Properties or any part thereof;

(f) All of Assignor's records pertaining to the Oil and Gas Properties, including without limitation, lease files, land files, well files, production files, gas and oil sales contract files, gas processing files, division order files, title record files, accounting files, abstracts, title opinions, maps, logs, and magnetic tapes and other media;

(g) All consents, permits, licenses, orders, registrations, franchises, certificates, approvals or other similar rights from any governmental agency insofar as the same relate to or affect the Oil and Gas Properties;

(h) All partnership interests, undivided interests and other joint venture interests of Assignor relating to any right to produce or receive the proceeds of Hydrocarbons from the Oil and Gas Properties;

(i) To the extent assignable, any and all office space, office equipment, furnishings, vehicles, equipment, machinery, inventory, spare parts, materials, supplies, computers, software programs, core samples and other assets used in or located on or at any of Assignor's oil and gas exploration and production offices, field offices, warehouses or yards; and,

(j) All surface rights and interests, mineral rights and interests, and fee rights and interests of any kind related to Assignor's oil and gas exploration and production business and situated in the State of Wyoming, either in whole or in part.

It is Assignor's intent, except as expressly provided herein, to convey or cause to be conveyed to Assignee hereby all of Assignor's right, title and interest in all properties, assets and rights located in the State of Wyoming, either in whole or in part, related to Assignor's oil and gas exploration and/or production business, including without limitation, the oil and gas exploration and production property, assets and rights of Petrofina Delaware, Incorporated, which was merged into Assignor effective August 31, 2000, located in the State of Wyoming, either in whole or in part. By way of clarification but not limitation, it is also Assignor's intent to include in this conveyance hereby all of Assignor's right, title and interest in any and all property, assets and/or rights so located and acquired by, through or under TOC-GULF COAST INC., Williams Exploration Company, Northwest Exploration Company and/or The Exploration Company of Louisiana.

All of the foregoing described properties, assets and rights to be conveyed shall hereafter be referred to as the "Subject Property".

IT IS NOT ASSIGNOR'S INTENT TO TRANSFER, GRANT, CONVEY OR ASSIGN, AND ASSIGNOR DOES HEREBY EXPRESSLY SAVE AND EXCEPT, ANY AND ALL OF ASSIGNOR'S INTEREST IN PROPERTIES, ASSETS AND RIGHTS NOT RELATED TO OIL AND GAS EXPLORATION AND/OR PRODUCTION ACTIVITIES, INCLUDING, WITHOUT LIMITATION:

- ANY AND ALL GASOLINE SERVICE STATIONS LOCATED IN WYOMING;
- ANY AND ALL REFINED PRODUCT AND CRUDE OIL TERMINALS LOCATED IN WYOMING.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, its successors and assigns, forever.

THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SUBJECT PROPERTY. However, this Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made with respect to the Subject Property or any part thereof.

Assignee agrees to assume and to indemnify and hold harmless Assignor from and against (a) any cost, expense or obligation relating to the Subject Property which accrued prior to the Effective Time, (b) any litigation or claim related to the Subject Property which is based upon alleged acts, omissions, events or occurrences prior to the Effective Time, and (c) all contractual obligations of Assignor related to the Subject Property.

WITH RESPECT TO INTERESTS in governmental or Indian oil and gas leases included in the Subject Property that may require separate instruments or assignments to be filed with governmental or tribal agencies, Assignor has executed and filed or will execute and file appropriate companion assignments, and will use its best efforts to take any other reasonable action to obtain official approval of the assignment of such interests. Any and all of such individual governmental or tribal assignments shall constitute, as to such individual leases, one and the same assignment as is made herein.

NOTWITHSTANDING anything herein contained to the contrary, this Assignment shall not be effective, nor is it intended, to transfer, grant, convey or assign to Assignee any part of the Subject Property, if an attempted assignment of the same (a) would trigger the obligation to pay a transfer or other fee or, (b) without the consent of any party would constitute a breach or violation of the terms of any lease, servitude, easement, permit, license or contract, unless and until such consent shall have been obtained.

[redacted] [redacted] [redacted]

ASSIGNOR AND ASSIGNEE AGREE TO execute, acknowledge where necessary, and deliver 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 to fully transfer, grant, convey and assign unto Assignee, the properties, assets and rights, so intended to be, pursuant to the terms hereof, and for Assignee to fully assume any and all obligations provided for herein, pursuant to the terms hereof.

TO FACILITATE RECORDING or filing of this Assignment, (i) the counterpart to be recorded in a given county may contain only those portions of Exhibit A that describe property located in that county, and (ii) each counterpart filed with a federal or state agency or office, if any, may contain only those portions of Exhibit A that describe property under the jurisdiction of that agency or office. Exhibit A is incorporated herein by reference for all purposes. Assignor and Assignee have each retained a counterpart of this Assignment with a complete Exhibit A.

THIS ASSIGNMENT shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by a duly authorized officer, as of the Effective Time.

ATTEST:

DAVID C. HOUCK
Assistant Secretary

ASSIGNOR
ATOFINA PETROCHEMICALS, INC.

E. A. NASH, Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of March, 2001, by E. A Nash, Vice President of ATOFINA Petrochemicals, Inc., a Delaware corporation, on behalf of said corporation.

GLENDA KOVAR
MY COMMISSION EXPIRES
March 28, 2004

Notary Public in and for the State of Texas

SUBLETTE CO, WYOMING - EXHIBIT 'A' PAGE 1

LEASE NUMBER: 01WY003848-000
LESSOR: USA WY 049-54136

LESSEE: SAM V MORSE

LEASE DATE: 03/31/1976

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
	BK0	PG0		WYOMING	SUBLETTE

TWN: 027N RNG: 111W SEC: 000014 MERDN:
DESCRIPTION: ALL

TWN: 027N RNG: 111W SEC: 000015 MERDN:
DESCRIPTION: S/2
FEDERAL 30-15 (PRESIDIO)

LEASE NUMBER: 01WY003864-000
LESSOR: USA-WY 049-54162

LESSEE: PATRICIA R. PFENNING

LEASE DATE: 03/31/1976

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
	BK 54	PG 421		WYOMING	SUBLETTE

TWN: 029N RNG: 114W SEC: 000029 MERDN: 6TH
DESCRIPTION: W/2, SE/4 **OPER RTS OWNED EXXON 50% * TERRA 35%,
TXO 15%* **RECORD TITLE OWNED AS * SHOWN BELOW** *

TWN: 029N RNG: 114W SEC: 000029 MERDN:
DESCRIPTION: NE/4 * RECORD TITLE OWNED AS SHOWN BELOW*

LEASE NUMBER: 01WY003868-000
LESSOR: USA W-54471

LESSEE: ANGELO J LIBERATORE

LEASE DATE: 08/06/1976

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
	N/A			WYOMING	SUBLETTE

TWN: 028N RNG: 112W SEC: 000035 MERDN:
DESCRIPTION: E/2 SE/4, SW/4 SE/4
YOSE CATTLE CO. 40-35

TWN: 028N RNG: 112W SEC: 000035 MERDN:
DESCRIPTION: LOTS 1, 2, 3, AND SE/4 NE/4
YOSE CATTLE CO. 40-35

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW152199

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name HANSON & STRAHN INC
   Street PO BOX 3020
   City, State, Zip Code CHEYENNE, WY 820033020

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

283630

RECORDED April 25 2001 9:10a M
IN BOOK 117 O&G PAGE 496
FEES $ 22.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 0270N R. 1030W 06th Meridian WY State Sublette County
sec. 027 NESW;

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

Total acres in lease 40.000
Rental retained $ 60.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section FEB 14 2001
(Title) (Date)

EFFECTIVE DATE OF LEASE MAR 01 2001

(Continued on reverse)

ORIGINAL

496

CERTIFIED
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APR 24 2001
BUREAU OF LAND MANAGEMENT

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

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

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

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

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1 701).

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

WYW152199

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	12-5-00

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☑ Oil and Gas Parcel Number 101	$330.00/Acre	CERTIFIED to be a true and comparative copy of the official records on file
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		APR 24 2001 BUREAU OF LAND MANAGEMENT

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

HANSON & STRAHN, INC.
Print or Type Name of Lessee

P.O. Box 3020
Cheyenne, WY 82003
(307) 632-3944
Address of Lessee

City State Zip Code

Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions; gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

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

APR 24 2001
Zona Larcie
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW152199

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

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

APR 24 2001
Sara Harvey
BUREAU OF LAND MANAGEMENT

WYW152199

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

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

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW152199

TIMING LIMITATION STIPULATION - TLS

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

(1) Mar 1 to Jun 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

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

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within 1/4 mile or visual horizon whichever is closer may be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Rock Springs Field Office GIS database;

For the purpose of:

(3) protecting Mormon Trail.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 24 2001
BUREAU OF LAND MANAGEMENT

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

[redacted] [redacted] [redacted]

WYW152149

NOTICE TO LESSEE

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

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

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

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

APR 2 4 2001
BUREAU OF LAND MANAGEMENT

504

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Form 3000-3 DEPARTMENT OF THE INTERIOR
(January 1996) BUREAU OF LAND MANAGEMENT

01 MAR 26 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-152199

Lease Effective Date
(Anniversary Date)
March 1, 2001

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 103 West, 6th P.M. Section 27: NE1/4SW1/4 Containing 40.00 total acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

28363

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

RECORDED April 25 2001 9:10 AM
IN BOOK 117 O46 PAGE 505
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of March, A.D. 2001, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of March, A.D. 2001.

Donna M. O'Donnell
Notary Public

My Commission Expires:_____ Address: Cheyenne, Wyoming

DONNA M. O'DONNELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 16, 2003

Seal

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

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 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; (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 2nd day of March ,20 01 Executed this 21st day of March 20 01

Name of Assignor as shown on current lease Hanson & Strahn, Inc. Wolverine Gas and Oil Corporation

Assignor Marc Randal Strahn (Signature or print) Assignee Richard D. Mosbacher
or Marc Randal Strahn, President or
Attorney-in-fact No Attest Required Attorney-in-Fact Richard D. Mosbacher

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003
(City) (State) (Zip Code)

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

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

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

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW151801

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 CONTEX ENERGY CO
   Street 1645 COURT PL #212
   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

283632

RECORDED April 25 2001 9:40AM
IN BOOK 117 O+G PAGE 507
FEES $22.00 Mary L ____ 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. 028ON R. 105OW 06th Meridian WY State Sublette County
sec. 018 LOTS 1-4;
018 E2,E2W2;
019 LOTS 1-4;
019 E2,E2W2;
033 ALL;

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

Total acres in lease 1873.880
Rental retained $ 2811.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title)

NOV 08 2000 (Date)

EFFECTIVE DATE OF LEASE DEC 01 2000

ORIGINAL

(Continued on reverse)

[redacted] [redacted] [redacted]

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

APR 2 4 2001

BUREAU OF LAND MANAGEMENT

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

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

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

Duly executed this _____ day of _____, 19 ____.

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

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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UNITED STATE
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	10-3-00

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☑ Oil and Gas Parcel Number 139	CERTIFIED to be a true and comparative copy of the official records on file	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____	APR 24 2001 BUREAU OF LAND MANAGEMENT	

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Contex Energy Company
Print or Type Name of Lessee

1645 Court Place, Suite 212
Address of Lessee

Denver Co 80202
City State Zip Code

Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

OFFICIAL FILE COPY

Form 3000-2 (July 1997)

[redacted] [redacted] [redacted]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

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

APR 24 2001
Zona Hauck
BUREAU OF LAND MANAGEMENT

WYW151801

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

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

APR 24 2001
Lena Lucci
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

»YW151801

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

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

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

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

APR 24 2001
Bra Darcy
BUREAU OF LAND MANAGEMENT

WYW151801

TIMING LIMITATION STIPULATION - TLS

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

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

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APR 24 2001
BUREAU OF LAND MANAGEMENT

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

[redacted] [redacted] [redacted]

WYW151801

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) entire lease;

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

APR 24 2001
Zara Jarecki
BUREAU OF LAND MANAGEMENT

For the purpose of:

(3) protecting wildlife, cultural, scenic, recreational, and watershed values.

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

NOTICE TO LESSEE

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

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

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

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

APR 24 2001
Zora Garcia
BUREAU OF LAND MANAGEMENT

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW150046

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: TEXACO EXPL & PROD INC
   Street: PO BOX 2100
   City, State, Zip Code: DENVER, CO 802012100

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 _____

283633

RECORDED April 25 2001 9:40AM
IN BOOK 117 0+G PAGE 516
FEES $24.00 M. Lee 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. 028ON R. 105OW 06th Meridian WY State Sublette County

sec. 017 ALL;
020 ALL;
029 W2;
030 LOTS 1-4;
030 E2,E2W2;
032 W2;

HI-MW
R-MW
3/16/2000

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

Total acres in lease 2536.960
Rental retained $ 3805.50

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

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

Type and primary term of lease:

[ ] Noncompetitive lease (ten years)

[X] Competitive lease (ten years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Leasable Minerals Section (Title) MAR 13 2000 (Date)

EFFECTIVE DATE OF LEASE APR 01 2000

ORIGINAL

(Continued on reverse)

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

APR 24 2001
Lena Darcy
BUREAU OF LAND MANAGEMENT

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

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

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

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

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W [redacted] 046

UNITED STATE
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	2/01/2000

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 173	CERTIFIED to be a true and comparative copy of the official records on file	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____	APR 24 2001 BUREAU OF LAND MANAGEMENT	

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Texaco Exploration and Production Inc.
Print or Type Name of Lessee

[redacted]
Signature of Lessee or Bidder

P.O. Box 2100
Address of Lessee

Denver CO 80201
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

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

APR 24 2001

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

WYW150046

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

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

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

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

APR 24 2001

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW150046

TIMING LIMITATION STIPULATION - TLS

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

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

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

APR 24,2001
BUREAU OF LAND MANAGEMENT

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

WYW150046

TIMING LIMITATION STIPULATION - TLS

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

(1) Feb 1 to Jul 31;

On the lands described below:

(2) as mapped on the Rock Springs Field Office GIS database;

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

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

[redacted] [redacted] [redacted]

CONTROLLED SURFACE USE STIPULATION - CSU

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

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting watershed, scenic, cultural, wildlife, and recreation values.

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

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

APR 24 2001
Jenn Garcia
BUREAU OF LAND MANAGEMENT

NOTICE TO LESSEE

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

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

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

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Affidavit and Notice of Conveyance

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Warren Nelson, being first duly sworn, deposes and says:

That I am of lawful age and reside in Weld County, State of Colorado;

That on the 24th day of April, 2001, I personally examined the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-150046, which is located in the Bureau of Land Management Wyoming State Office in Cheyenne, Wyoming.

That, the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-150046 contains the original executed Assignment of Record Title, approved effective on February 1, 2001, from Texaco Exploration and Production Inc., as Assignor, and by Wolverine Gas and Oil Corporation, as Assignee, effecting title to the following described lands, in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 105 West, 6th P.M.
Section 17: All
Section 20: All
Section 29: W/2
Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 32: NW/4

283644

RECORDED April 25 2001 12:40PM
IN BOOK 117046 PAGE 526
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

That I obtained an actual and complete photocopy of the above described Assignment of Record Title from said lease file, and that said copy is attached hereto.

Further Affiant saith not.

EXECUTED, This 25th day of April, 2001.

/s/ Warren Nelson
Warren Nelson

SUBSCRIBED AND SWORN to before me this 25th day of April 2001.

My Commission expires:

SEAL:

C. STEVEN STACY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 6-7-04

Notary Public

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th, day of April, 2001, personally appeared, Warren Nelson 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 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 hereinabove written.

My commission expires: 6-7-04

SEAL:

C. STEVEN STACY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 6-7-04

Notary Public:
Address Cheyenne Wy

527

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 JAN 24 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-150046

Lease Effective Date
(Anniversary Date)
April 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 105 West, 6th P.M. Section 17: All Section 20: All Section 29: W/2 Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 32: NW/4 Containing 2,376.96 acres, more or less, Sublette County, Wyoming	100.00%	45.90%	54.10%	None	Those of Record

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 24 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

Assignment approved effective FEB 01 2001

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

APR 12 2001
(Date)

ORIGINAL

[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.

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

APR 24 2001
BUREAU OF LAND MANAGEMENT

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 January, 2001

Name of Assignor as shown on current lease Texaco Exploration and Production Inc.
Please type or print

Assignor _____
or
Attorney-in-fact M. J. Davis (Signature)

PO Box 2100
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Executed this 9th day of January, 2001

Assignee Wolverine Gas and Oil Corporation
or Richard D Moritz (Signature) Vice President
Attorney-in-fact _____
(Signature)

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

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

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

529

Affidavit and Notice of Conveyance

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Warren Nelson, being first duly sworn, deposes and says:

That I am of lawful age and reside in Weld County, State of Colorado;

That on the 24th day of April, 2001, I personally examined the State of Wyoming, Board of Land Commissioners Oil and Gas Lease file for Oil and Gas Lease 99-00580, which is located in the Board of Land Commissioners Office in Cheyenne, Wyoming.

That, the Board of Land Commissioners Oil and Gas Lease file for Oil and Gas Lease 99-00580 contains the original executed Assignment of Oil and Gas Lease Interest from Texaco Exploration and Production Inc., as Assignor, and by Wolverine Gas and Oil Corporation, as Assignee, effecting title to the following described lands, in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 105 West, 6th P.M.
Section 16: All

That I obtained an actual and complete photocopy of the above described Assignment of Record Title from said lease file, and that said copy is attached hereto.

Further Affiant saith not.

EXECUTED, This 25th day of April, 2001.

Warren Nelson
Warren Nelson

SUBSCRIBED AND SWORN to before me this 25th day of April, 2001

My Commission expires:
6-7-04
SEAL:

C. STEVEN STACY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 6-7-04

C Steven Stacy
Notary Public

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th, day of April, 2001, personally appeared, Warren Nelson 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 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 hereinabove written.

My commission expires: 6-7-04

SEAL:

C. STEVEN STACY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 6-7-04

C Steven Stacy
Notary Public:
Address Cheyenne, Wy

283645

RECORDED April 25 2001 12:40PM
IN BOOK 117 O+G PAGE 529
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacco

[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 99-00580 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at, Texaco Exploration and Production Inc.
P.O. Box 2100
Denver, CO 80201

being the owner of 100.00 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:
Township 28 North, Range 105 West, 6th P.M.
Section 16: ALL
640.00 Acres, more or less, Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at:
Wolverine Gas and Oil Corporation
One Riverfront Plaza
55 Campau, N.W.
Grand Rapids, MI 49503-2616

45.90% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

CERTIFICATE
I Certify that this is a True and Comparable copy of the Official Record on file in the Wyoming Office of State Lands & Investments
4/24/01
DATE
Asst. Director, Office of State Lands & Investments

and reserving unto ASSIGNOR, 54.10% percent interest in the total leasehold

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

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

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

Page _____ of _____ of Lease # _____ assignment dated _____

SIGNED AS TO TRANSFER AND ACCEPTANCE this 22ND day of December XX2000.

ASSIGNOR - Texaco Exploration and Production Inc.	Assignee (1) - Wolverine Gas and Oil Corporation
By -	By -
Title - M. J. Davis, Attorney-in-Fact	Title - Vice President
Attest -	Attest -
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, 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]

Affidavit and Notice of Conveyance

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Warren Nelson, being first duly sworn, deposes and says:

That I am of lawful age and reside in Weld County, State of Colorado;

That on the 24th day of April, 2001, I personally examined the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-151801, which is located in the Bureau of Land Management Wyoming State Office in Cheyenne, Wyoming.

That, the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-151801 contains the original executed Assignment of Record Title, approved effective on February 1, 2001, from, Contex Energy Company, as Assignor, and by Texaco Exploration and Production Inc., as Assignee, effecting title to the following described lands, in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 105 West, 6th P.M.
Section 18: Lots 1-4, E/2W/2, E/2
Section 19: Lots 1-4, E/2W/2, E/2
Section 33: All

283646

RECORDED April 25 2001 12:40 PM
IN BOOK 117 046 PAGE 532
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locke

That I obtained an actual and complete photocopy of the above described Assignment of Record Title from said lease file, and that said copy is attached hereto.

Further Affiant saith not.

EXECUTED, This 25th day of April, 2001.

Warren Nelson
Warren Nelson

SUBSCRIBED AND SWORN to before me this 25th day of April, 2001.

My Commission Expires: 6-7-04
SEAL: C. STEVEN STACY - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES 6-7-04

C Steven Stacy
Notary Public

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th, day of April, 2001, personally appeared, Warren Nelson 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 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 hereinabove written.

My commission expires: 6-7-04

SEAL: C. STEVEN STACY - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES 6-7-04

C Steven Stacy
Notary Public:
Address Cheyenne Wy

533

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 JAN 18 AM 9:08

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-151801

Lease Effective Date
(Anniversary Date)
Dec 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Texaco Exploration and Production Inc.
   Street P. O. Box 2100
   City, State, ZIP Code Denver, CO 80201

*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 28 NORTH, RANGE 105 WEST, 6th P.M. Section 18: Lots 1-4, E2, E2W2 Section 19: Lots 1-4, E2, E2W2 Section 33: All containing 1,873.88 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 24 2001
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[X] Assignment approved for above described lands;

Assignment approved effective FEB 01 2001

By Karen M. Stevens
(Authorized Officer)

[ ] Assignment approved for attached land description

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

LAND LAW EXAMINER (Title)

MAR 29 2001 (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.

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

APR 2 4 2001

BUREAU OF LAND MANAGEMENT

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 22nd day of December ,20 00

Name of Assignor as shown on current lease Contex Energy Company
Please type or print

Assignor [signature] (Signature) Gary Butler, President

or
Attorney–in-fact _____ (Signature)

1645 Court Place, Suite 212
(Assignor's Address)

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

Executed this 22nd day of December ,2000

Texaco Exploration and Production Inc.

Assignee _____ (Signature)

or
Attorney-in-fact [signature] (Signature) M. J. Davis

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

535

Affidavit and Notice of Conveyance

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Warren Nelson, being first duly sworn, deposes and says:

That I am of lawful age and reside in Weld County, State of Colorado;

That on the 24th day of April, 2001, I personally examined the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-151801, which is located in the Bureau of Land Management Wyoming State Office in Cheyenne, Wyoming.

That, the Bureau of Land Management Oil and Gas Lease file for Oil and Gas Lease WYW-151801 contains the original executed Assignment of Record Title, approved effective on February 1, 2001, from Texaco Exploration and Production Inc., as Assignor, and by Wolverine Gas and Oil Corporation, as Assignee, effecting title to the following described lands, in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 105 West, 6th P.M.
Section 18: Lots 1-4, E/2W/2, E/2
Section 19: Lots 1-4, E/2W/2, E/2
Section 33: All

283647

RECORDED April 25 2001 12:40PM
IN BOOK 117 Otg PAGE 535
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

That I obtained an actual and complete photocopy of the above described Assignment of Record Title from said lease file, and that said copy is attached hereto.

Further Affiant saith not.

EXECUTED, This 25th day of April, 2001.

Warren Nelson
Warren Nelson

SUBSCRIBED AND SWORN to before me this 25th day of April, 2001.

My Commission Expires: 6-7-04
SEAL: C. STEVEN STACY - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES 6-7-04

C. Steven Stacy
Notary Public

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th, day of April, 2001, personally appeared, Warren Nelson 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 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 hereinabove written.

My commission expires: 6-7-04

SEAL: C. STEVEN STACY - NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES 6-7-04

C. Steven Stacy
Notary Public:
Address Cheyenne Wy

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN 24 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: July 31, 1995

Lease Serial No.
WYW-151801

Lease Effective Date
(Anniversary Date)
December 1, 2000

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 105 West, 6th P.M. Section 18: Lots 1-4, E/2, E/2W/2 Section 19: Lots 1-4, E/2, E/2W/2 Section 33: All Containing 1,873.88 acres, more or less Sublette County, Wyoming	100.00%	45.90%	54.10%	None	Those of Record

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 24 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

ORIGINAL

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 FEB 01 2001

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

By _____ LAND LAW EXAMINER MAR 29 2001
(Authorized Officer) (Title) (Date)

Form 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.**

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

APR 24 2001

BUREAU OF LAND MANAGEMENT

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 January, 2001

Name of Assignor as shown on current lease Texaco Exploration and Production Inc.
Please type or print

Assignor
or
Attorney-in-fact (Signature) M. J. Davis

PO Box 2100
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Executed this 9th day of January, 2001

Assignee Wolverine Gas and Oil Corporation
or Richard D Moritz (Signature) Vice President
Attorney-in-fact
(Signature)

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

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

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

Form 3000-3a
(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
2001 FEB 21 AM 9:07

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

Lease Serial No.
Wyoming - 016167

ASSIGNORS COPY RECEIVED
TO BE RETURNED UPON APPROVAL

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. (Transferee (Sublessee)* — Ultra Resources, Inc. - 42.5% — 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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West 6th P.M. Section 3: Lot 4, SW/4NW/4, W/2SW/4, SE/4SW/4 Containing 171.20 acres more or less, Sublette County, Wyoming					
Depth (1) From the 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 NE/4NE/4 of Section 7, T32N-R109W, 6th P.M.	85.625%	37.50% *	48.125% **	4.0833% of 8/8ths ***	1.41667% (As to the 37.50% W.I. Conveyed Hereby)
Depth (2) From base of depth (1) to 100' below the stratigraphic equivalent of the TD of 12,903' as encountered in the Mesa 3-20 Well, located in the NE/4NW/4 of Section 20, T32N-R109W, 6th P.M.	71.25%	25.00% *	46.25% **	4.5% ***	1% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

This Assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy Company and Ultra Resources Inc.

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar Dated 6-18-99.
** In addition to Questar's share of the interest conveyed hereby.
*** Proportionately Reduced by the gross working interest assigned.
(See Reverse Side)

283655
RECORDED April 20 2001 8:35 AM
IN BOOK 117 OR6 PAGE 538
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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

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

☐ Transfer approved effective MAR 01 2001

/s/ PAMELA J. LEWIS — **Chief, Leasable Minerals Section** — APR 10 2001

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

FOR ASSIGNOR

539

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.

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

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 transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 30th day of November, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company
Please type or print

Transferor or Transferee: G. L. Nordloh (Signature) President/CEO

Attorney-in-fact: _____ (Signature)

1331 17th Street, Suite 800
(Transferor's & Transferee's Address)

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

Executed this 14th day of February, 2001
Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin Beck (Signature)

Executed this 19th day of February, 2001
Lance Oil & Gas Company, Inc.

Transferee or Attorney-in-fact: _____ (Signature) LBW

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

On this 30th day of November, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Heather L. Enzign

My commission expires:

June 6, 2004

Notary Public

NOTARY PUBLIC
Heather L. Enzign
180 E. 100 So. • PO Box 45801
Salt Lake City, Utah 84145
My Commission Expires
June 6, 2004
STATE OF UTAH

Return to: — Questar E&P
1331 17th Street # 800
Denver, CO 80202

541

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

Questar E&P

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.
Wyoming - 016167

Type or print plainly in ink and sign in ink.

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
00 SEP 11 AM 9:00
DEPARTMENT OF THE INTERIOR

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Ultra Resources, Inc. - 42.5%
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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: (*Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 109 West 6th P.M. Section 34: E/2E/2 Containing 160.00 acres more or less, Sublette County, Wyoming From the Surface of the earth to 100' below the stratigraphic equivalent of the TVD of 13,094' as encountered in the Stewart Point No. 11-34d Well, Located SL SW/4SW/4 of Section 34, BHL NE/4SW/4 of Section 34, T33N-R109W, 6th P.M. This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy and Ultra Resources, Inc. and the letter Agreement dated June 18, 1999 between Ultra and Questar.	71.25%	25.00% *	46.25% **	4.50% of 8/8ths ***	1.00% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar dated June 18, 1999.

** In addition to Questar's share of the interest conveyed hereby.

*** Proportionately reduced by the working interest assigned.

283656
RECORDED April 26 2000 9:35 AM
IN BOOK 117 OAG PAGE 541
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton 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 OCT 01 2000

By /S/ Carmen E. Lovett
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 22 2000
(Date)

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

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

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 th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 6th day of July, 2000

Name of Transferor & Transferee — Questar Exploration and Production Company (Please type or print)

Transferor & Transferee — G. L. Nordloh (Signature) President/CEO

Attorney-in-fact _____ (Signature)

1331 17th Street, Suite 800
Transferee/ (Transferor's Address)

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

Executed this 31st day of July 2000

Transferee Ultra Resources, Inc.

or

Attorney-in-fact Robin Banks (Signature)

Lance Oil & Gas Company, Inc.

Executed this 30th day of August 2000

Transferee _____ (Signature)
MARK R. PETTY, 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, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 fraudulen statements or representations as to any matter within its jurisdiction.

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

On this 6th day of July, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

3-1-2003

Susan K. Stone
Notary Public

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

Return to:

Questar E&P
1331 17th Street # 800
Denver, CO 80202

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
Wyoming - 016167

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

ASSIGNOR'S COPY
TO BE RETURNED ON APPROVAL

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

TO: Questar E&P
1331 17th Street # 800
Denver, CO 80202

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Ultra Resources, Inc. - 50% Questar Exploration and Production Company - 50%
Street 304 Inverness Way South, Suite 295 1331 17th Street, Suite 800
City, State, ZIP Code Englewood, Colorado 80112 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)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 109 West 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2W/2 Section 27: SW/4, SW/4NW/4, SW/4SE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, SE/4, S/2NE/4, NW/4NE/4, S/2NE/4NE/4, NW/4NE/4NE/4 Section 31: All Section 35: SW/4, SW/4NW/4 Containing 2,016.32 acres more or less, Sublette County, Wyoming From the Surface of the earth to 100' below the stratigraphic equivalent of the TD of 13,301' as encountered in the Stewart Point No. 6-32 Well, located in the SE/4NW/4 of Section 32, T33N-R109W, 6th P.M. This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy and Ultra Resources, Inc.	71.25%	25.00% *	46.25% **	4.50% of 8/8ths ***	1.00% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar dated June 18, 1999.

** In addition to Questar's share of the interest conveyed hereby.

*** Proportionately reduced by the gross working interest assigned.

28365?
RECORDED April 24 2001 2:35PM
IN BOOK 117 Oil & Gas PAGE 544
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lucas

RECEIVED
CHEYENNE, WYOMING
01 JAN 29 AM 9:00

BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective FEB 01 2001

By /s/ PAMELA J. LEWIS (Authorized Officer) — Chief, Leasable Minerals Section (Title) — APR 10 2001 (Date)

FOR ASSIGNOR

545

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

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

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

On this 30th day of November, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

June 6, 2004

Notary Public

Heather L. Ensign

NOTARY PUBLIC
Heather L. Ensign
180 E. 100 So. • PO Box 45601
Salt Lake City, Utah 84145
My Commission Expires
June 6, 2004
STATE OF UTAH

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 30th day of November, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company
Please type or print

Transferor & Transferee or Attorney-in-fact: G. L. Nordloh (Signature) President/CEO

(Signature)

1331 17th Street, Suite 800
(Transferor's & Transferee's Address)

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

Executed this 16th day of January, 2001

Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin Benko
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

W 5 9 4

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2001 FEB 21 AM 8:07

RECEIVED
CHEYENNE, WYOMING

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
Wyoming - 015315

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)*	Ultra Resources, Inc. - 42.5%	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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a 283658	b	c	d	e	f
Township 32 North, Range 109 West 6th P.M. Section 7: Lots 2, 5, 7, 8, 11, 12 Section 18: E/2 Section 19: E/2 Section 20: All Containing 1520.00 acres more or less, Sublette County, Wyoming					(As to W.I. Conveyed hereby)
Depth (1) From the 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 NE/4NE/4 of Section 7, T32N-R109W, 6th P.M.	85.625%	37.50%	48.125%	.08333% ***	5.416667% of 8/8ths
Depth (2) From base of depth (1) to 100' below the stratigraphic equivalent of the TD of 12,903' as encountered in the Mesa 3-20 Well, NE/4NW/4 of Section 20, T32N-R109W, 6th P.M.	71.25%	25.00% *	46.25% **	.50% ***	5.00% of 8/8ths

This Assignment is made pursuant to and subject to the terms of that certain Farmout Option Agreement dated March 31, 1997 as amended by and between Celsius Energy Company and Ultra Resources Inc.

(Continued on Reverse Side)

RECORDED April 26 2001 7:55 AM
IN BOOK 117 Ot6 PAGE 546
FEES $ 10.00 IN COUNTY RECORDS
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton **

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective MAR 01 2001

By _____ Chief, Leasable Minerals Section APR 10 2001
(Authorized Officer) (Title) (Date)

FOR ASSIGNOR

546

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 addition to the above, Questar relinquishes it's pre-farmout working interest (75% to 12,050' and 50% below 12,050') in the wellbore of the Mesa 3-20 Well, 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 3-20 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 3-20 Well, retaining the overriding royalty interest reserved in column (e).

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar Dated 6-18-99.
** In addition to Questar's share of the interest conveyed hereby.
*** Proportionately Reduced by the working interest assigned.

AGENCY COPY
TO BE RETURNED ON APPROVAL

(CONTINUED FROM PART A (1) TRANSFEREE SECTION)

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

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 transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 30th day of November, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company (Please type or print)

Transferor & Transferee or Attorney-in-fact: G. L. Nordloh (Signature) President/CEO

(Signature)

1331 17th Street, Suite 800
(Transferor's & Transferee's Address)

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

Executed this 14th day of February, 2001
Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin C. Benton (Signature)

(Signature)

Executed this 19th day of February, 2001
Lance Oil & Gas Company, Inc.

Transferee or Attorney-in-fact: (Signature)

(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

On this 30th day of November, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

June 6, 2004

Notary Public

Heather L. Ensign

NOTARY PUBLIC
Heather L. Ensign
150 E. 100 So. • PO Box 45601
Salt Lake City, Utah 84145
My Commission Expires
June 6, 2004
STATE OF UTAH

Return TO:

Questar E&P
1331 17th Street # 800
Denver, CO 80202

549

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
Wyoming - 015315

ASSIGNORS COPY
TO BE RETURNED ON APPROVAL

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* — Ultra Resources, Inc. - 50% — Questar Exploration and Production Company - 50%
   Street — 304 Inverness Way South, Suite 295 — 1331 17th Street, Suite 800
   City, State, ZIP Code — Englewood, Colorado 80112 — 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)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 109 West 6th P.M. Section 32: SW/4, E/2NW/4, SW/4NW/4 Containing 280.00 acres more or less, Sublette County, Wyoming From the Surface of the earth to 100' below the stratigraphic equivalent of the TD of 13,301' as encountered in the Stewart Point No. 6-32 Well, Located in the SE/4SW/4 of Section 32, T33N-R109W, 6th P.M. This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy and Ultra Resources, Inc. In addition to the above, Questar relinquishes it's 50% pre-farmout working interest in the wellbore of the Stewart Point No. 6-32 Well, 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 Stewart Point No. 6-32 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 Stewart Point No. 6-32 Well, retaining the overriding royalty interest reserved in column (e). (See Reverse Side)	71.25%	25.00% *	46.25% **	.50% of 8/8ths ***	5.00% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

28365?
RECORDED April 2, 2001 8:35 AM
IN BOOK 117 OF OS PAGE 549
FEES $10.00
SUBLETTE COUNTY CLERK
By Cathy Linden

RECEIVED
CHEYENNE, WYOMING
01 JAN 29 AM 9:00
BUREAU OF LAND MANAGEMENT

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 FEB 01 2001

By /s/ PAMELA J. LEWIS — Chief, Leasable Minerals Section — APR 1 0 2001
(Authorized Officer) (Title) (Date)

FOR ASSIGNOR

[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.

(Continued from Part A (2) Land Description Section)

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar dated June 18, 1999.

** In addition to Questar's share of the interest conveyed hereby.

*** Proportionately reduced by the gross working interest assigned.

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.

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

Executed this 30th day of November, 2000

Name of Transferor & Transferee: **Questar Exploration and Production Company** (Please type or print)

Transferor & Transferee or Attorney-in-fact: G. L. Nordloh (Signature) President/CEO

(Signature)

INITIAL

1331 17th Street, Suite 800
(Transferor's & Transferee's Address)

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

Executed this 16th day of January, 2001

Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin Banks (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

On this 30th day of November, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Heather L. Ensign

My commission expires:

June 6, 2004

Notary Public

NOTARY PUBLIC
Heather L. Ensign
180 E. 100 So. • PO Box 45601
Salt Lake City, Utah 84145
My Commission Expires
Jun. 6, 2004
STATE OF UTAH

Return to: —

Questar E&P
1331 17th Street # 800
Denver, CO 80202

Form 3100-11b
(October 1992)

U.__ED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW151799 71-88

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name HANSON & STRAHN INC
Street PO BOX 3020
City, State, Zip Code CHEYENNE, WY 820033020

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

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

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

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

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

T. R. Meridian State County

283668

RECORDED April 26 2001 2:40 PM
IN BOOK 117 046 PAGE 552
FEES $20.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scotton

Amount remitted: Filing fee $ _____ Rental fee $ _____

Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 105OW 06th Meridian WY State Sublette County

sec. 001 SE;
009 SE;
011 S2NE,NESW,S2SW,N2SE,SESE;
012 ALL;
013 NE;
035 ALL;

Total acres in lease 2080.000 ~~3120.00~~
Rental retained $ _____

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X
☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Chief, Leasable Minerals Section (Title) NOV 07 2000 (Date)

EFFECTIVE DATE OF LEASE DEC 01 2000

(Continued on reverse)

FOR LESSEE

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

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

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

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

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

Sample

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

[redacted] [redacted] [redacted]

WYW151799

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

WYW151アクラ

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

[redacted] [redacted] [redacted]

WYW151799

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Rock Springs Field Office GIS database;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Mar 1 to Jun 30;

On the lands described below:

(2) as mapped on the Rock Springs Field Office GIS database;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW151799

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Cultural, scenic, recreational, and water Front Special Recreation Management Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting wildlife, cultural, scenic, recreational, and watershed values.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

U.

WYW151799

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

FOR LEASE

71-88

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JAN 2[illegible] AM 9:[illegible]

RECEIVED
CHEYENNE, WYOMING

Form 3000-9
(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-151799
Lease Effective Date (Anniversary Date)
December 1, 2000
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Wolverine Gas and Oil Corporation
   Street One Riverfront Plaza
   55 Campau, N.W.
   City, State, ZIP Code Grand Rapids, MI 49503-2616

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2 This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 105 West, 6th P.M. Section 01: SE1/4 Section 09: SE1/4 Section 11: S1/2NE1/4, NE1/4SW1/4, S1/2SW1/4, N1/2SE1/4, SE1/4SE1/4 Section 12: All Section 13: NE1/4 Section 35: All Containing 2,080.00 acres more or less Sublette County, Wyoming 283669	100.00%	100.00%	None	None	None

RECORDED April 26 2001 2:40 PM
IN BOOK 117 O46 PAGE 560
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Graham

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands:
Assignment approved effective FEB 01 2001

/S/ Carmen E. Lovell
By _____
(Authorized Officer)

☐ Assignment approved for attached land description
☐ Assignment approved for land description indicated on reverse of this form.

LAND LAW EXAMINER
(Title)

APR 12 2001
(Date)

FOR ASSIGNEE

560

561

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of December, A.D. 2000, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of December, A.D. 2000.

Donna M. O'Donnell
Notary Public

My Commission Expires: _____

DONNA M. O'DONNELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 16, 2003

Address: Cheyenne, Wyoming

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 27th day of December, 2000, by Richard D. Moritz, Vice President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Evelyn Telgen
Evelyn Telgen
Notary Public, Kent County, Michigan
My commission expires: 9/13/2001

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 2nd day of December ,20 00

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor or Attorney-in-fact Marc Randal Strahn, President
Please type or print
No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003
(City) (State) (Zip Code)

Executed this 27th day of December ,20 00

Assignee or Attorney-in-Fact Richard D Moritz Vice President

Wolverine Gas and Oil Company

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, 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: 1992-774-017 / 67022

3000-3
(August 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
01 JAN 29 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-118165
Lease Effective Date (Anniversary Date)	December 1, 1989
New Serial No.	

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MCMURRY ENERGY COMPANY**
   Street **370 17TH Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	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 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 2558.04 acres, more or less Sublette County, Wyoming	49.50%	49.50%	-0-	-0-	Of Record

283676

RECORDED April 26 2001 4:15 PM
IN BOOK 117 0+6 PAGE 562
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Scott

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective FEB 01 2001

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ PAMELA J. LEWIS
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

APR 10 2001
(Date)

FOR ASSIGNEE

$138

562

(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 1st day of May, 2000

Name of Assignor as shown on current lease MCMURRY OIL COMPANY
Please type or print

Assignor or Attorney-in-fact John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 1st day of May, 2000

MCMURRY ENERGY COMPANY

Assignee or Attorney-in-fact John W. Martin, as 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 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.

Notary Public

My Commission Expires 11/30/2002
SEAL

My commission expires: 11-30-2002

****

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 Energy Company**. a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002
SEAL

My commission expires: 11-30-2002

565

Form 3000.3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

051-39

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 OCT -6 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-118165

Lease Effective Date (Anniversary Date) December 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **NERD ENTERPRISES, INC.**
   Street **P.O. Box 949** **24.75%**
   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 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 2558.04 acres, more or less Sublette County, Wyoming	100.00%	50.50%	49.50%	0.00%	5.00%

283677

RECORDED April 26 2001 9:15 AM
IN BOOK 117 OG PAGE 565
FEES $ 14.00 Mavis Lo COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

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 assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

Assignment approved effective NOV 01 2000

By Mavis Lo for
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

Chief, Leasable Minerals Section DEC 11 2000
(Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names a: ses of additional assignees in Item No. 1, if needed, or for L cription in Item No. 2, if needed.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. ***23.75%***
P.O. Box 1363
Cheyenne, Wyoming 82003

EDWARD M. WARNER ***2.00%***
P.O. Box 480046
Denver, Colorado 80248

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 **24th** day of **April**, **2000**

Name of Assignor as shown on current lease **MCMURRY OIL COMPANY**
Please type or print

Assignor _____
or
Attorney-in-fact _____
(Signature)

370 17th Street, Suite 3020
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 20th day of September, 2000

NERD ENTERPRISES, INC.

Assignee Mick McMurry
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

Attached to and made a part of that certain Assignment
of Record Title Interest affecting USA Oil & Gas Lease WYW-118165
From McMurry Oil Company to McMurry Oil Company et al
dated April 24, 2000

SIGNATURES OF ADDITIONAL ASSIGNORS

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By _____
William R. Weeks, Executive Vice President

Dated: 4/24/00

EDWARD M. WARNER

_____

Dated: 8/24/00

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.

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 20th day of Sept., 2000, by **Mick McMurry, President of Nerd Enterprises, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My Commission Expires 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 **W. R. Weeks, Executive Vice President of Fort Collins Consolidated Royalties, Inc.**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

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 **Edward M. Warner**, an individual.

Witness my hand and official seal.

Lynette J. Johnson
Notary Public

SEAL

My commission expires: 11-30-2002.

My Commission Expires 11/30/2002

051-37

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 OCT -6 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-116264**

Lease Effective Date (Anniversary Date) **June 1, 1989**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **NERD ENTERPRISES, INC.**
   Street **P.O. Box 949** **24.75%**
   City, State, ZIP Code **Casper, Wyoming 82602**

*If more than one assignee, check here [X] 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 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 1-4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2 Containing 2216.17 acres, more or less Sublette County, Wyoming	100.00%	50.50%	49.50%	0.00%	5.00%

283678
RECORDED April 26 2001 4:15pM
IN BOOK 117 OR6 PAGE 570
FEES $ 14.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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 for attached land description

Assignment approved effective NOV 01 2000

[ ] Assignment approved for land description indicated on reverse of this form.

By Mavis Lo (Authorized Officer)

for Chief, Leasable Minerals Section (Title) DEC 11 2000 (Date)

570

Part 4 (Continued): ADDITIONAL SPACE for Names and ses of additional assignees in Item No. 1, if needed, or for Lan' ription in Item No. 2, if needed.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. ***23.75%***
P.O. Box 1363
Cheyenne, Wyoming 82003

EDWARD M. WARNER ***2.00%***
P.O. Box 480046
Denver, Colorado 80248-0046

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 24th day of April, 2000

Name of Assignor as shown on current lease: MCMURRY OIL COMPANY
Please type or print

Assignor or Attorney-in-fact: John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 20th day of September, 2000

NERD ENTERPRISES, 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

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment
of Record Title Interest affecting USA Oil & Gas Lease WYW-116264
From McMurry Oil Company to McMurry Oil Company et al
dated April 24, 2000

SIGNATURES OF ADDITIONAL ASSIGNORS

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks, Executive Vice President

Dated: 4/24/00

EDWARD M. WARNER

_____

Dated: 8/24/00

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.

Notary Public

SEAL

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 20th day of September 2000, by **Mick McMurry, President of Nerd Enterprises, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002
SEAL

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 **W. R. Weeks, Executive Vice President of Fort Collins Consolidated Royalties, Inc.**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of August 2000, By **Edward M. Warner**, an individual.

Witness my hand and official seal.

Notary Public

My Commission Expires 11/30/2002

My commission expires: 11-30-2002

575

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, does hereby release, relinquish quit-claim and surrender to the Robert M. Miller, Personal Representative of the Estate of Mildred M. Miller, deceased, it successors and assigns, all its right, title and interest, of whatsoever nature and kind, presently owned by the undersigned by virtue of the terms and provisions of that certain oil and gas lease dated September 6th, 1997, recorded October 2, 1997, in book 105 of Oil and Gas at page 533, made and entered into by and between Robert M. Miller, as Personal Representative of the estate of Mildred M. Miller, deceased, as lessor and Starwood, Inc., a Texas Corporation, as lessee, insofar as the same covers the following described land in Sublette County, State of Wyoming, to wit:

Township 31 North, Range 110 West, 6th P.M
Section 07: Lots 3, 4, SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 34 North, Range 111 West, 6th P.M
Section 25: S/2
Section 26: S2
Section 27: W/2SE/4, SE/4SE/4
Section 28: S/2NW/4, SW/4
Section 34: N/2NE/4
Section 35: NE/4, E/2NW/4, NW/4NW/4, N/2SE/4
Section 36: N/2

Township 35 North, Range 112 West, 6th P.M.
Section 09: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 25: E1/2SE/4

Township 31 North, Range 111 West, 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 34 North, Range 110 West, 6th P.M.
Section 30: Lot 4, SE/4SW/4

Township 34 North, Range 112 West, 6th P.M.
Section 01: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2 SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

Township 36 North, Range 112 West, 6th P.M.
Section 13: W/2NW/4, SW/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

Containing 5,508.79 acres, more or less.

Executed this 18th day of April, 2001.

Attest:

283695

By:

RECORDED April 30 2001 8:35AM
IN BOOK 117 OAG PAGE 575
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Starwood, Inc., a Texas Corporation

By: Don R Holloway
President

STATE OF Colo.)
) SS.
COUNTY OF Eagle.)

On this 18th day of April, 2001, before me personally appeared Don R. Holloway, the President of Starwood, Inc., a Texas Corporation to me personally known, who, being by me duly sworn, did say that he is the President of Starwood, Inc., a Texas Corporation and that

[redacted] [redacted] [redacted]

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 acknowledge said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of April, A.D. 2001.

My Commission Expires: 4-1103

Notary Public

Address: 137 Midland Ave.
Basalt CO 81621

SARAH E. SMITH NOTARY COLORADO

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, does hereby release, relinquish quit-claim and surrender to the Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, Individually and as a single man, and to their successors and assigns, all right, title and interest, of whatsoever nature and kind, presently owned by the undersigned by virtue of the terms and provisions of that certain oil and gas lease dated March 1, 1997, recorded May 22, 1997, in book 104 of Oil and Gas at page 685, made and entered into by and between Grindstone Cattle Co., a Wyoming Corporation and James M. Miller, Individually and as a single man, as lessor and Starwood, Inc., a Texas Corporation, insofar as the same covers the following described land in Sublette County, State of Wyoming, to wit:

Township 29 North, Range 112 West, 6th P.M.
Section 04: Lots 2, 3, 4, SW/4NE/4, S/2NW/4
Section 05: Lot 1, SE/4NE/4

Township 31 North, Range 110 West, 6th P.M.
Section 07: Lots 3, 4, SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 34 North, Range 111 West, 6th P.M
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 07: NE/4NE/4
Section 08: N/2NW/4, SW/4NW/4
Section 09: NE/4SW/4, W/2SE/4, SE/4SE/4
Section 10: N2NE/4, SE/4NE/4, NE/4NW/4
Section 11: S/2N/2, N/2SE/4, NE/4SW/4
Section 13: SW/4SW/4

Township 33 North, Range 110 West, 6th P.M.
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: E/4, E/2NW/4
Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

Containing 12,096.88 acres, more or less.

Township 30 North, Range 112 West, 6th P. M.
Section 32: SE/4SE/4
Section 33: S/2

Township 31 North, Range 111 West, 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West,6th P.M.
Section 04: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 112 West, 6th P.M.
Section 01: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2 SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SWSW

Township 36 North, Range 112 West, 6th P.M.
Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4, and all portions of the NW/4NW/4, E/2W/2 lying and being West of the centerline of State Highway 187
Section 13: W/2NW/4, SW/4, and all portions of
Section 14: SW/4NE/4, NE/4NW/4, S/2NW/4, S/2E/2NW/4 lying and being West of the centerline of State Highway 187
Section 14: E/2NE/4
Section 24: N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
Section 25: NW/4, N/2SW/4

283700

RECORDED April 30 2001 8:35AM
IN BOOK 117 OLG PAGE 577
FEES $24.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

577

[redacted] [redacted] [redacted]

Executed this 18th day of April, 2001.

Starwood, Inc., a Texas Corporation

Don R. Holloway

President

STATE OF Colorado)
) SS.
COUNTY OF Eagle)

On this 18th day of Apr. 1, 2001, before me personally appeared Don R. Holloway, the President of Starwood, Inc., a Texas Corporation to me personally known, who, being by me duly sworn, did say that he is the President of Starwood, Inc., a Texas Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be free act and deed of said corporation.

Witness my hand and seal this 16th day of April, A.D. 2001

My Commission Expires:

4-11-03

Notary Public

Address:

137 Midland Ave.
Basalt CO 81621

579

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned for a good and valuable consideration does hereby release, relinquish, surrender, and forever quitclaim to the following named lessors, their successors and assigns, any and all right, title and interest of whatsoever nature and kind, presently owned by the undersigned by virtue of the terms and provisions of the following described oil and gas leases insofar as said leases cover the real estate described below in Sublette County, State of Wyoming, to wit:

That certain oil and gas lease being dated September 6, 1997, recorded October 2, 1997, in book 105 of the Oil and Gas records at page 528, executed by Mathew D. Miller and Lisa R. Miller, husband and wife, Lessors, in favor of Starwood, Inc., a Texas corporation, Lessee, with an address of PO Box 200, Basalt, CO 81621, for a term of three (3) years;

That certain oil and gas lease being dated September 6, 1997, recorded October 1, 1997, in book 105 of the Oil and Gas records at page 307, executed by Kathleen A. Miller, as Lessor, in favor of Starwood, Inc., a Texas corporation, Lessee, with an address of PO Box 200, Basalt, CO 81621, for a term of three (3) years;

That certain oil and gas lease being dated September 6, 1997, recorded October 2, 1997, in book 105 of the Oil and Gas records at page 537, executed by Robert M. Miller and Tara L. Miller, husband and wife, Lessors, in favor of Starwood, Inc., a Texas corporation, Lessee, with an address of PO Box 200, Basalt, CO 81621, for a term of three (3) years;

That certain oil and gas lease being dated September 6, 1997, recorded October 2, 1997, in book 105 of the Oil and Gas records at page 523, executed by Shad Z. Roberts and Patricia M. Roberts, husband and wife, Lessors, in favor of Starwood, Inc., a Texas corporation, Lessee, with an address of PO Box 200, Basalt, CO 81621, for a term of three (3) years;

each of said oil and gas leases covering the following described lands, to wit:

Township 31 North, Range 110 West, 6th P.M.
Section 07: Lots 3, 4, SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 34 North, Range 111 West, 6th P.M
Section 28: S/2NW/4, SW/4
Section 29: NW/4NE/4, S/2NE/4, SE/4, W/2
Section 30: SE/4SE/4
Section 31: NE/4NE/4
Section 32: N/2, N/2SE/4
Section 33: W/2

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 07: NE/4NE/4
Section 08: N/2NW/4, SW/4NW/4

Township 31 North, Range 111 West, 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2

Township 33 North, Range 111 West, 6th P.M.
Section 04: Lots 3, 4, S/2NW/4, SW/4

Township 34 North, Range 112 West, 6th P.M.
Section 01: Lot 1, SE/4NE/4, E/2SE/4

Township 35 North, Range 111 West, 6th P.M
Section 30: Lots 3, 4, E/2SW/4, SW/4SE/4
Section 31: Lots 1, 2, 3, 4, E/2W/2, W/2E/2 SE/4NE/4, E/2SE/4
Section 32: NE/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4

Township 36 North, Range 112 West, 6th P.M.
Section 11: E/2E/2
Section 12: SW/4NW/4, W/2SW/4, and all

283701

RECORDED April 30 2001 8:35 AM
IN BOOK 117 OTG PAGE 579
FEES $ 20.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

[redacted] [redacted] [redacted]

Section 09:	NE/4SW/4, W/2SE/4, SE/4SE/4		portions of the NW/4NW/4, E/2E/2 lying and being West of the centerline of State Highway 187
Section 10:	N/2NE/4, SE/4NE/4, NE/4NW/4		
Section 11:	S/2N/2, N/2SE/4, NE/4SW/4		
Section 13:	SW/4SW/4		
Section 14:	SW/4NE/4, NE/4NW/4, S/2NW/4, S2	Section 13:	W/2NW/4, SW/4, and all portions of the E/2NW/4 lying and being West of the center-Line of State Highway 187
Section 15:	S/2N/2, S/2		
Section 22:	N/2N/2		
Section 23:	NW/4NE/4, N/2NW/4		
Section 25:	E/2SE/4	Section 14:	E/2NE/4
		Section 24:	N/2NW/4, SE/4NW/4, NE/4SW/4, S/2SW/4
		Section 25:	NW/4, N/2SW/4

Containing 8,717.23 acres, more or less.

IN WITNESS WHEREOF, this instrument is executed on this 18th day of April, 2001.

Starwood, Inc., a Texas Corporation

ATTEST:

By

By: Don R. Holloway
President

STATE OF Eagle)
) SS.
COUNTY OF Colo.)

On this 18th. day of April, 2001, before me personally appeared Don Holloway, the president of Starwood, Inc., a Texas Corporation to me personally known, who, being by me duly sworn, did say that he is the president of Starwood, Inc., a Texas Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be free act and deed of said corporation.

Witness my hand and seal this 18th day of April, A.D. 2001.

Notary Public

My Commission Expires: 6-11-03.

Address:
137 Midland Ave.
Basalt CO 81621.

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of January, 20 01, by and between

Flora Mae Bertagnolli, a widow

Whose post office address is 99 Rail Road Ave. Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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 apd 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), 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 28 North- Range 112 West, 6th P.M.
Section 12: SW¼SW¼
Section 13: Lot 3(36.64) W½ NW¼

283702

RECORDED April 30 2001 9:00 AM
IN BOOK 117 Oth6 PAGE 581
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 156.64 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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 Lssee 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.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Flora Bertagnolli

Flora Mae Bertagnolli, a widow

SS#: 520-20-5567

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming)
)SS
COUNTY OF SWEETWATER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 2001, personally appeared Flora Mae Bertagnolli, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the 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: 10/24/03

NOTARY PUBLIC
ANTHONY BASSANI
COUNTY OF SWEETWATER
STATE OF WYOMING
My Commission Expires Oct. 24, 2003

Anthony Bassani
Notary Public
Address P.O. BOX 820, ROCK SPRINGS, WY 82902

RECORD

No.
FROM
TO
Dated
No. Acres
County
Term
This instrument was filed for record on the
day of
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
Deputy.
When recorded return to

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 31st day of January, 2001, by and between

Evelyn Bertagnolli, a widow

Whose post office address is 1314 Virginia St. Rock Springs, WY 82901, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), 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 28 North- Range 112 West, 6th P.M.
Section 12: SW¼SW¼
Section 13: Lot 3(36.64) W½ NW¼

S.B. 283703

RECORDED April 30 2019 9:00 AM
IN BOOK 117 Q+6 PAGE 583
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 156.64 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering,, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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 Lssee 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.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Evelyn Bertagnolli

Evelyn Bertagnolli, a widow

SS#: 520-30-0197

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming)
)SS
COUNTY OF Sweetwater)

BE IT REMEMBERED, the undersigned, a Notary Public, in and for said County and State, on this 9th day of ~~January~~ February, 2001, personally appeared Evelyn Beragnolli, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the 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 9, 2004

Tina D. Frullo
Notary Public
Address 601 North Front Street, Rock Springs, WY

NOTARY PUBLIC
TINA D. FRULLO
COUNTY OF SWEETWATER
STATE OF WYOMING
My Commission Expires June 9, 2004

No.
FROM
TO
Dated
No. Acres
County.
Term
This instrument was filed for record on the
day of
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By
Deputy.
When recorded return to

+PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

283704

RECORDED April 30 2001 9:00a M
IN BOOK 117046 PAGE 585
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of February, 20 01, by and between

Mary Nell McGinnis, also known as Mary Nell Hannon McGinnis, a widow

Whose post office address is P.O. Box 1341, Sequim, WA 98382, hereinafter called Lessor (whether one or more) and

GUNDRY-WHITE PROPERTIES, LLC. whose post office address is 518 17th Street, Suite 1108, Denver, CO 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, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10(26.62), SE¼SE¼
Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE¼, N½SE¼, SW¼SE¼
Section 34: W½NW¼

In addition to the lands 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 an rights acquired or retained 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 incidant, 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 lands 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 lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 653.38 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering 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 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth 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 at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering.. compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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 of royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral 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 or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. 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.

5. If said Lessor owns a lesser 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 pipeline 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 the Lessor and Lessee hereunder may be assigned in whole or in part. No change of 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 of 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 of 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 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 requirement 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 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. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport of furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. 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.

17. 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 Lssee 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.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Mary Nell McGinnis

Mary Nell McGinnis

SSN: 357-12-4188

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF WASHINGTON)
)SS
COUNTY OF CLALLAM)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of APRIL, 2001, personally appeared Mary Nell McGinnis, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 8-9-03

Lonnie Forshaw
Notary Public
Address

LONNIE FORSHAW NOTARY PUBLIC State of Washington Commission Expires Aug. 9, 2003

ACKNOWLEDGMENT-CORPORATE

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, A.D. 2001, before me personally appeared _____

_____, who, being by me duly sworn, did say that he is the _____ of _____

and that said instrument was signed 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. 2001.

My Commission Expires: _____

_____
Notary Public
Address

587

RECEIVED
APR 16 2001
By

ASSIGNMENT OF OIL AND GAS LEASE RESERVINVG AN OVERRIDING ROYALTY INTEREST

This Assignment of Oil and Gas Lease Reserving an Overriding Royalty Interest ("Assignment") dated February 2, 2001, is from **LEONARD HAY**, P. O. Box 188, Rock Springs, WY 89202 ("Assignor") to **S T OIL COMPANY**, 1801 Broadway, Suite 600, Denver, CO 80202, and **III EXPLORATION COMPANY, INC.**, P. O. Box 7608, Boise ID 83707 ("Assignees").

PART I
ASSIGNMENT OF SHALLOW RIGHTS

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignees all of Assignor's Ten Percent (10.00%) working interest to the Assignees in the following proportions:

S T Oil Company	25.00%
III Exploration, Inc.	75.00%

in and to that certain Oil and Gas Lease dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, and Leo J. Jensen and Eva Jensen, Lessors, and Leonard Hay as Lessee, recorded February 20, 1980, recorded in Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 58 of Oil and Gas, Page 634; and a Ratification thereof dated February 20, 1980, recorded in Book 59 of Oil ands Gas, Page 687, all in Sublette County, Wyoming, (the "Jensen Lease") insofar and only insofar as said Jensen Lease covers the following described lands and limited in depth as hereinafter set forth ("Shallow Lands").

Township 31 North - Range 109 West, 6th p.m.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14: NE/4NW/4
Section 15: Lots 1 and 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, and Lots 1 and 2 of Section 15, all in T31N-R109W, 6th p.m., Sublette County, Wyoming
Covering all depths from the surface down to and including 10,320 feet below the surface, as encountered in the Jensen #1 well located 644.36 FEL and 1965.94 feet S. of NW section corner of Sec. 11-R31N-R109W, 6th p.m., Sublette Co., WY

and

Township 31 North - Range 109 West, 6th p.m.
Sec. 14: Lots 1 and 2
Also, all of 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, Sec. 14-T31N-R109W, 6th p.m., Sublette Co., Wyoming
Covering all depths from the surface down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well located 803 feet FNL and 1812 feet FWL of Sec. 14-31N-R109W, 6th p.m., Sublette County, Wyoming

283710

RECORDED April 30 2001 10:10A.M
IN BOOK 117 O+G PAGE 587
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXCEPTING AND RESERVING UNTO Assignor an overriding royalty interest of Three and Three Quarters Percent (3.75%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from the Jensen Lease insofar as it covers the Shallow Lands. All oil, gas and other hydrocarbons attributable to the overriding royalty herein reserved shall be delivered free of cost to Assignor in the pipelines serving the Jensen Lease and Shallow Lands or the tanks erected thereupon for the purpose of storing such products. The 3.75% overriding royalty herein reserved is in addition to the One and One-Quarter Percent (1.25%) overriding royalty assigned to Assignor in the Assignment of Overriding Royalty dated September 1, 1994, and recorded in Book 100 O&G, Page 28 of the Sublette County records, and Assignment of Oil and Gas Lease Reserving an Overriding Royalty Interest dated effective September 14, 1998, recorded in Book 110 O&G, page 249 of the Sublette County records. It is the intent of the Assignor and Assignees that Assignor shall hold an aggregate of Five Percent (5.00%) overriding royalty interest in and to the Jensen Lease insofar as it covers the Shallow Lands.

PART II
ASSIGNMENT OF DEEP RIGHTS

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignees all of Assignor's One Hundred Percent (100%) working interest in and to the Jensen Lease to the Assignees in the following proportions:

S T Oil Company	25.00%
III Exploration, Inc.	75.00%

insofar as said Jensen Lease covers the following described lands and limited in depth as hereinafter set forth ("Deep Lands").

Township 31 North - Range 109 West, 6th p.m.
Section 10: NE/4SE/4, S/2SE/4
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14: NE/4NW/4
Section 15: Lots 1 and 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, and Lots 1 and 2 of Section 15, all in T31N-R109W, 6th p.m., Sublette County, Wyoming
Covering all depths below 10,320 feet below the surface, as encountered in the Jensen #1 well located 644.36 FEL and 1965.94 feet S. of NW section corner of Sec.11-R31N-R109, 6th p.m., Sublette Co., WY

and

Township 31 North - Range 109 West, 6th p.m.
Sec. 14: Lots 1 and 2
Also, all of 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, Sec. 14-T31N-R109W, 6th p.m., Sublette Co., Wyoming
Covering all depths below the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well located 803 feet FNL and 1812 feet FWL of Sec. 14-31N-R109W, 6th p.m., Sublette County, Wyoming

EXCEPTING AND RESERVING UNTO Assignor an overriding royalty interest of Five Percent (5.00%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from the Jensen Lease insofar as it covers the Deep Lands. All oil, gas and other hydrocarbons attributable to the overriding royalty herein reserved shall be

delivered free of cost to Assignor in the pipelines serving the Jensen Lease insofar as it covers the Deep Lands or the tanks erected thereupon for the purpose of storing such products. It is the intent of the Assignor and Assignees that Assignor shall hold Five Percent (5.00%) overriding royalty interest in and to the Jensen Lease insofar as it covers the Deep Lands.

PART III
WELLBORE RIGHTS RETAINED

The interests assigned under Parts I and II hereof shall not include, and Assignor hereby **EXCEPTS AND RESERVES** unto himself all previously existing interests in the Jensen Lease, said interests being an undivided Ten Percent (10%) working interest and a one and one-quarter (1.25%) overriding royalty, **INSOFAR AND ONLY INSOFAR** as the Jensen Lease pertains to production from the wellbores of the oil and gas wells hereinafter described (the "Existing Wells"):

- Jensen #1 well located 644.36 feet FEL and 1965.94 feet S. of NW section quarter of Sec. 11-T31N-R109W, 6th p.m.

- Jensen #2 well located 300 feet FSL and 460 feet FEL of Sec. 11-31N-108W, 6th p.m.

- Jensen #3 well located 1995 feet FWL and 737 feet FNL of Sec. 14-31N-108W, 6th p.m.

- Jensen #4 well, surface located 803 feet FNL and 1812 feet FWL, bottom hole located at 659% FNL and 662' FWL Sec. 14-31N-109W, 6th p.m.

- Jensen 1-A well surface located 1151 feet FWL, and 1577 feet FNL, bottom hole located at 660 feet FWL and 1980 feet FNL Sec. 11-31N-109W, 6th p.m.

All in Sublette Co., Wyoming

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 in the oil, gas and associated substances and other minerals produced or producible from the Existing Wells from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Existing Wells ("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 Existing Wells interest reserved hereunder. Assignor does *not* reserve an additional overriding royalty interest in the Existing Wells hereunder. It is the intent of the Assignor and Assignees that Assignor shall hold only his presently existing One and One-Quarter (1.25%) overriding royalty interest in the Existing Wells.

This Assignment is made and accepted expressly subject to the following:

A. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

B. The interests assigned hereunder are subject to the terms and provisions of that certain Letter Agreement dated September 14, 1994 between Sheffield Exploration Company, Inc., and Leonard Hay and Donald R Hembre of Lewis and Clark Exploration and amendments thereof.

C. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignees, their respective successors, personal representatives, heirs, devisees, and assigns, forever.

EXECUTED the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of February 1, 2001.

ASSIGNOR

By: Leonard Hay
Leonard Hay

ASSIGNEES:

S T OIL COMPANY

By: J. Samuel Butler
J. Samuel Butler, President

III EXPLORATION, INC.

By: Wm. C Dlugosz
By:
Title: PRESIDENT

STATE OF WYOMING }
} ss.
COUNTY OF Sweetwater }

The foregoing instrument was acknowledged before me this 12 day of April, 2001, by Leonard Hay.
Witness my hand and official seal.

My commission expires:
Mar. 5, 2003

Flora A Halter
Notary Public

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2003

STATE OF COLORADO }
}
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 19th day of April 2001, by J. Samuel butler, as President of S T Oil Company.
Witness my hand and official seal.

My commission expires:

PAMELA K. REED NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2003

Pamela K Reed
Notary Public
Residing At: 1801 Broadway, Ste 600, Denver, CO 80202

STATE OF ~~IDAHO~~ Colorado }
} ss,
COUNTY OF Denver }

The foregoing instrument was acknowledged before me this 19th day of April, 2001, by William C. Glynn, as President of III Exploration, Inc.
Witness my hand and official seal.

Pamela L Reed
Notary Public

My commission expires:

PAMELA R. REED NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2003

051-38

Form 3[illegible]-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 OCT -6 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-116265

Lease Effective Date (Anniversary Date) June 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* NERD ENTERPRISES, INC. 24.75%
Street P.O. Box 949
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 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2 Containing 1760.00 acres, more or less Sublette County, Wyoming	100.00%	50.50%	49.50%	0.00%	5.00%

283713

RECORDED April 30 2001 11:10 AM
IN BOOK 117 OR6 PAGE 592
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

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 for attached land description

Assignment approved effective NOV 01 2000

☐ Assignment approved for land description indicated on reverse of this form.

By _____ (Authorized Officer) for Chief, Leasable Minerals Section (Title) DEC 11 2000 (Date)

$114.00

592

Part A (Continued): ADDITIONAL SPACE for Names and sses of additional assignees in Item No. 1, if needed, or for Lan cription in Item No. 2, if needed.

FORT COLLINS CONSOLIDATED ROYALTIES, INC. ***23.75%***
P.O. Box 1363
Cheyenne, Wyoming 82003

EDWARD M. WARNER ***2.00%***
P.O. Box 480046
Denver, Colorado 80248-0046

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 24th day of April, 2000

Name of Assignor as shown on current lease: MCMURRY OIL COMPANY
Please type or print

Assignor
or
Attorney-in-fact
John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 20th day of September, 2000

NERD ENTERPRISES, 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

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment
of Record Title Interest affecting USA Oil & Gas Lease WYW-116265
From McMurry Oil Company to McMurry Oil Company et al
dated April 24, 2000

SIGNATURES OF ADDITIONAL ASSIGNORS

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: _____
William R. Weeks, Executive Vice President

Dated: 7/24/00

EDWARD M. WARNER

_____

Dated: 8/24/00

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 G. Johnson
Notary Public

SEAL
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 20th day of September 2000,
by **Mick McMurry, President of Nerd Enterprises, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynette G. Johnson
Notary Public

SEAL

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 24 day of April, 2000,
By William R. Weeks, Executive Vice President of Fort Collins Consolidated Royalties, Inc.. a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Lynette G. Johnson
Notary Public

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of August 2000, By Edward M. Warner, an individual.

Witness my hand and official seal.

Notary Public

SEAL
NOTARY PUBLIC
STATE OF COLORADO

My commission expires: 11-30-2002

My Commission Expires 11/30/2002

597

When Recorded Return To:
Dolar Energy, LLC.
935 East South Union Avenue, Suite D-202
Midvale, Utah 84047

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease, made this 6th day of April, 2001, by and between ROBERT V. THOMPSON, a widower, whose address is P. O. Box 220, Big Piney, Wyoming 83113, as Lessor, and DOLAR ENERGY, LLC, whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047, as Lessee.

WITNESSETH: That upon the terms, conditions, covenants and provisions set forth in that certain Oil and Gas Lease of even date herewith between Lessor and Lessee, Lessor has leased, let and demised , and does hereby grant, lease, let and demise an undivided one hundred percent (100%) of Lessor's interest unto Lessee for the purposes therein stated, the land identified below, hereinafter referred to as the "leased lands" in county of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 7: Lots 1, 2, W½NE¼, E½NW¼, E½NE¼, NE¼SE¼
Section 8: NE¼NW¼, SW¼, W½SE¼, W½NW¼, SE¼NW¼
Section 17: E½NW¼, NW¼NE¼

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5, 6, 7, SW¼NE¼, W½SE¼
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, NE¼SW¼, S½NW¼

283735

RECORDED April 30 2001 2:10 PM
IN BOOK 117 O+G PAGE 597
FEES $8.00 Mary L. Gallagher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

including all accretions on, within or adjoining the lands above described and owned or claimed by Lessor, and containing 1,511.70 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and other hydrocarbon substances from the leased land, together with other subsurface rights as are necessary from producing, saving, caring for, treating, processing and transporting oil and gas and conducting any and all of said purpose during the term hereinafter provided.

TO HAVE AND TO HOLD the leased land for the term of Two (2) years from the date hereof and so long thereafter as oil, gas or other hydrocarbons are produced in paying quantities or any other operation provided for or any condition exists as each is provided for in said Oil and Gas Lease continue the lease.

This Memorandum of Oil and Gas Lease may be executed in any number of counterparts and all such counter parts shall be deemed to constitute a single agreement and the execution of one counterpart by any Lessor shall have the same force and effect as if he had signed all of the other counterparts.

This Memorandum of Oil and Gas Lease and all of its terms, conditions and covenants and provisions shall extend to and be binding upon the all the heirs, successors and assigns of said Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Oil and Gas Lease to be duly executed as of the date first hereinabove written.

By: Robert V. Thompson, a widower

DOLAR ENERGY, L. L.C.

By: Mark S. Dolar - CPL/ESA
Title: Managing Member

[redacted] [redacted] [redacted]

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 27th day of April, 2001, before me the undersigned Notary Public for said County and State personally appeared Mark S. Dolar, to me personally known to be the Managing Member of DOLAR ENERGY, LLC, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My commission expires:
01-05-04

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO 2860 EAST
SANDY, UT 84093
COMM EXP. 01-05-2004

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

On this 25th day of April, 2001, before me the undersigned Notary Public for said County and State personally appeared Robert V. Thompson, a widower, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My commission expires:
Nov. 08, 2003

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

599

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Assignment") is made this 5th day of March, 2001, by and between Devon SFS Operating, Inc.,20 N. Broadway, Suite 1500, Oklahoma City, OK 73102-8260 (hereinafter referred to as "Assignor"), and AEC OIL & GAS (USA) INC., a Delaware corporation with offices at 370 - 17th Street, Suite 3050, Denver, Colorado 80202 (hereinafter referred to as "Assignee").

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) cash and the mutual agreements, covenants and obligations recited in that certain unrecorded Purchase and Sale Agreement (the "Agreement") between Assignor and Assignee dated the 28th day of February, 2001, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, TRANSFER, SET OVER, GRANT, ASSIGN, CONVEY and DELIVER unto Assignee all of Assignor's right, title and interest and estate in and pertaining to the wellbores which are listed and described on Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Properties").

This Assignment includes, to the extent Assignor may lawfully assign same, all of Assignor's right, title, interest and estate in and to the property and rights incident and, to the extent attributable to the Properties, the lands covered thereby or unitized therewith, including, without limitation:

A. A proportionate right to the presently existing oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the property described and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to the properties described.

B. A proportionate right to the presently existing oil and gas, sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, seismic exploration agreements, area of mutual interest agreements, farmout and farmin agreements and all other contracts, agreements and instruments (including, without limitation, future interests, reversionary rights and deferred interests), which relate to the properties described and to the production of oil, gas and other minerals from or attributable to the properties described, but only insofar as such contracts, agreements and instruments relate to the properties described.

C. A proportionate right to all personal property, improvements, lease and well equipment, easements, permits, licenses, servitudes and rights-of-way (including, by way of example and not of limitation, all wells, casing, tubing. tanks, boilers, separators, buildings, structures, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment, processing plants, gathering systems, pipelines, power lines, telephone and communication lines, roads and other appurtenances and

283740

RECORDED April 20 2001 3:30 PM
IN BOOK 117 OG PAGE 599
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

[redacted] [redacted] [redacted]

easements) situated upon or used or useful or held for future use in connection with the exploration, development or operation or maintenance of the properties described, or any unit or units or operation or maintenance of the properties described, or any unit or units in which part or parts of the properties described may be included, or in connection with the production, treating, storing, transporting or marketing of gas or other minerals produced from or allocated to the properties described for such unit or units, provided this Assignment is subject to the terms and conditions of each easement, license, permit and servitude, including any limitation upon the right of assignment.

D. A proportionate share of Assignor's right, title, claim, interest and estate, whether real, personal or mixed, of every nature and description in and to the properties described on Exhibit "A," whether such right, title, claim or interest be under and by virtue of an oil, gas and mineral lease, an operating agreement, a unitization, pooling or communitization agreement, declaration or order, a division order, a transfer order or any type of contract, conveyance or instrument, or under and by virtue of any type of claim or title, legal or equitable recorded or unrecorded, and even though Assignor's interests therein be incorrectly described in or a description of such interest be omitted from the exhibit thereto.

TO HAVE AND TO HOLD the above-described interests, together with all and singular the rights and privileges pertaining thereto, unto Assignee and its successors and assigns forever, subject to all existing burdens on the Properties.

This Assignment is made and accepted expressly subject to the following terms and conditions!

1. It is understood and agreed that this Assignment is made with a warranty from Assignor being by, through and under Assignor, but not otherwise, and is further made subject to the terms and conditions of the Agreement. In the event there is any conflict between the terms of this Assignment and the Agreement, the terms of the latter shall prevail.

2. Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Properties or the producing, transporting and marketing of Hydrocarbons from the Properties, relating to periods on and after the Effective Date stated herein, and Assignor retains and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Properties or the producing, transporting and marketing of Hydrocarbons from the Properties, relating to periods before the Effective Date stated herein.

3. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the

600

covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

4. Assignor and Assignee agree to take all such further action and execute all such further documents that are necessary to carry out the purpose of this Assignment and the intent of Assignor and Assignee as evidenced by the Agreement.

The Properties may also be conveyed on the appropriate federal or state agency forms. All such additional conveyances shall be considered counterparts hereof and not additions hereto. All of the terms, conditions and covenants of this Assignment and the Agreement shall be deemed incorporated into such conveyances.

The provisions of this Assignment shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts as indicated on the respective acknowledgments hereinbelow, but, notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Assignment shall be effective as of 7:00 a.m., local time, on January 1, 2001 (the "Effective Date").

ASSIGNOR:

DEVON SFS OPERATING, INC.

By: _____
D.D DeCarlo, Vice President

ASSIGNEE:

AEC OIL & GAS (USA) INC.

By: _____
Jon Grannis, Vice President

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by D.D DeCarlo as the Vice President of DEVON SFS OPERATING, INC., on behalf of said corporation.

My commission expires: 2-23-01

Lorre A. Youngblood
Notary Public
Address:

LORRE A. YOUNGBLOOD NOTARY PUBLIC Comm Exp 2-23-2002 STATE OF OKLAHOMA OKLAHOMA COUNTY

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of March, 2001, by Jon Grannis, Vice President of Rockies Exploration of AEC OIL & GAS (USA) INC., a Delaware corporation, on behalf of said corporation.

My commission expires: 6/27/2001

Jon Sullivan
Notary Public
Address: P.O. Box 1441, Denver, CO. 80201

Exhibit "A"
Attached to that certain Assignment and Bill of Sale dated March 5, 2001 from
Devon SFS Operating, Inc. Devon SFS Operating, Inc., as Assignor, to
AEC OIL & GAS (USA) INC., as Assignee.

Wellbores located Sublette County, Wyoming subject this Purchase Agreement:

1) Sagebrush 3-8 Well located in the NW/4 of Section 8, Township 27 North, Range 107 West

Interest

50.00%

2) Sublette Flat 4-10-26-107, aka Wild Hare 4-10-26-107 Well located in the NW/4 of Section 10, Township 26 North, Range 107 West

Interest

25.418100%

9817

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-146458

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103W, 6th P. M. Section 10: All; Section 11: All; Section 12: All; Containing 1920.00 acres, more or less Sublette Co., WY 283764	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

RECORDED May 1 2001 4:30 PM
IN BOOK 117 Misc PAGE 604
FEES $ 8.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

604

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter with[redacted] jurisdiction.

9269

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-141158

Lease Effective Date
(Anniversary Date)
05/01/97

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 27N, R104W, 6th P. M. Section 22: NE; Section 23: N/2, N/2S/2; Section 24: All; Section 34: S/2; Section 35: N/2N/2, N/2S/2. Sublette Co., WY containing 1920.00 acres, more or less	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of Record

283765

RECORDED May 1 2001 4:30 PM
IN BOOK 117 OG PAGE 6006
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

6006

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper (City) WY (State) 82602 (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any pe[illegible] knowingly and willfully to make to any Department or a[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9816

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-146457

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103, 6th P. M. Section 1: Lots 1,2,3,4, S/2N/2, S/2; Section 2: Lots 1,2,3,4, SWNE, S/2NW, S/2; Section 3: Lots 1,4, S/2N/2, S/2. Sublette Co., WY Containing 1792.49 acres, more or less. **283766**	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

RECORDED May 1 2001 4:30pM
IN BOOK 117 O+G PAGE 608
FEES $ 8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

608

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible] knowingly and willfully to make to any Department or a [illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9823

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-146464

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1 Assignee* DAL Partnership

Street P. O. Box 21395

City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 27N, R103W, 6th P. M. Section 27: All; Section 28: W/2, SE; Section 33: All; Section 34: N/2, SW, E/2SE. Sublete Co., WY Containing 2320.00 acrs, more or less	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283767

RECORDED May 1 2001 4:30 PM
IN BOOK 117 046 PAGE 610
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scotton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____
Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any pe__ knowingly and willfully to make to any Department or a__ of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9822

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-146463

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T28N, R103W, 6th P. M. Section 25: All; Section 26: All; Section 35: N/2N/2, SENE, SWNW, S/2 Sublette Co., WY Containing 1840.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283768

RECORDED May 1 2001 4:30pm
IN BOOK 117 O+G PAGE 612
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

612

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ (Douglas R. Hansen, General Partner)

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible], knowingly and willfully to make to any Department or a[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9821

Form 3000.3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-146462

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103W, 6th P. M. Section 23: All; Section 24: All; Section 25: NW, S/2SW, SE; Section 26: NE, N/2NW, SENW, SW, NWSE Sublette Co., WY Containing 2160.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283769

RECORDED May 1 2001 4:30 PM
IN BOOK 117 O&G PAGE 614
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____
(Authorized Officer)

_____
(Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999 Executed this 7th day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood DAL Partnership

Assignor _____ (Signature) Assignee _____ Douglas R. Hansen, General Partner

or or

Attorney-in-fact _____ Attorney-in-fact _____ (Signature)

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing, and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management/ Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9820

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.
WYW-146461

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103, 6th P. M. Section 21: N/2, N/2SW, SESW, SE; Section 22: All; Section 28: All Sublette Co., WY Containing 1880.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283770

RECORDED May 1 2001 4:30PM
IN BOOK 117 OG PAGE 616
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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)

617

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9819

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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.
WWY-146460

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103W, 6th P. M. Section 19: E/2; Section 20: All Section 29: W/2NE, SENE, W/2, SE; Section 30: E/2. Sublette Co., WY Containing 1880.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283771

RECORDED May 1 2001 4:30 PM
IN BOOK 117 O&G PAGE 618
FEES $ 5.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Brooks

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

618

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible], knowingly and willfully to make to any Department or [illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9818

Form 3000-3

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-146459

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103W, 6th P. M. Section 13: All; Section 14: All; Section 15: SE. Sublette Co., WY Containing 1440.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of Record

283772

RECORDED May 1 2001 4:30 PM
IN BOOK 1170 PAGE 620
FEES $ 8.00 [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 assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
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I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(State) (Zip Code)

99 OCT 18 Yr 8:00

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible] knowingly and willfully to make to any Department or a[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9824

FForm 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

99 OCT 18 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-146465

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

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Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T28N, R103W, 6th P. M. Section 29: All Section 30: Lots 1,2,3,4, E/2, E/2W/2; Section 31: Lots 1,2,3,4, E/2, E/2W/2; Section 32: All Sublette Co., WY Containing 2540.36 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283773
RECORDED May 1 2001 4:30 PM
IN BOOK 117 OG PAGE 622
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cooke

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____
(Authorized Officer) (Title) (Date)

622

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible] knowingly and willfully to make to any Department or a[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

9825

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-146467

Lease Effective Date (Anniversary Date) 10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R104, 6th P. M. Section 1: Lots 1,2,3,4, S/2N/2, S/2; Section 2: Lots 1,2,3,4, S/2N/2, S/2; Section 11: All; Section 12: N/2, SW. Sublette Co., WY Containing 2402.60 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283774

RECORDED May 1 2001 4:30 PM
IN BOOK 117 O+G PAGE 624
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zacha

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____
(Authorized Officer) (Title) (Date)

624

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 19 99

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter with jurisdiction.

9826

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-146468

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R104, 6th P. M. Section 12: SE; Section 13: All Sublette Co., WY Containing 800.00 acres, more or less	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283775
RECORDED May 1 20 01 4:30 PM
IN BOOK 170+G PAGE 626
FEES $ 8.00 Mary L. Gallagher CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____
(Authorized Officer)

_____
(Title) (Date)

626

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L Adams
Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor W C Kirkwood (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

99 OCT 18 AM 8:00

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9827

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-146469

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R104W, 6th P. M. Section 19: Lots 1,2,4, E/2, E/2W/2; Section 21: NE, N/2NW, S/2, Section 28: All. Sublette Co., WY Containing 1787.08 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283776

RECORDED May 1 2001 4:30PM
IN BOOK 117 OR G PAGE 628
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

628

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any pe[illegible] knowingly and willfully to make to any Department or ag[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9828

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-146499

Lease Effective Date
(Anniversary Date)
10/01/98

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R104W, 6th P. M. Section 22: SESW, SWSE; Section 25: All; Section 26: S/2; Section 27: All; Section 34: N/2; Section 35: S/2N/2, S/2S/2. Sublette Co., WY Containing 2320.00 acres, more or less	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283722
RECORDED May 1 2001 4:30 PM
IN BOOK 117 M&G PAGE 630
FEES $ 8.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____
(Authorized Officer) (Title) (Date)

631

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L Adams
Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

7060

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 AM 9:00
RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-147642

Lease Effective Date
(Anniversary Date)
01/01/99

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R105, 6th P. M. Section 11: All; Section 12: All; Section 13: All; Section 14: All. Sublette Co., WY Containing 2560.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

283778

RECORDED May 1 2001 4:30pm
IN BOOK 117 OTG PAGE 632
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scuton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 7th day of September, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

9861

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-147486

Lease Effective Date
(Anniversary Date)
01/01/99

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103, 6th P. M. Section 32: All; Section 33: N/2, SW, N/2SE, SWSE; Section 34: N/2NE, SWNE, NW, NWSW. Sublette Co., WY 283779 Containing 1560.00 acres, more or less.	6.25% Orri	2.34375% Orri	3.90625% Orri	-0-	Of record

RECORDED May 1 2007 4:30PM
IN BOOK 117046 PAGE 634
FEES $ 8.00 Mary Lou [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W. C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ (Signature)

or

Attorney-in-fact _____

P. O. Box 3439

Casper WY 82602
(City) (State) (Zip Code)

Executed this 7th day of Sept, 1999

DAL Partnership

Assignee _____ Douglas R. Hansen, General Partner

or

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any p[illegible] knowingly and willfully to make to any Department or a[illegible] of the United State any false, fictitious or fraudulent statements or representations as to any matter within [its] jurisdiction.

7267

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 OCT 18 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-141152

Lease Effective Date
(Anniversary Date)
05/01/97

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* DAL Partnership
   Street P. O. Box 21395
   City, State, ZIP Code Billings, MT 59104

***If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.**

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T27N, R103W, 6th P. M. Section 2: SENE; Section 4: Lots 2-4, SWNW, S/2; Section 5: Lots 1-4, S/2N/2, S/2; Section 6: Lots 1-7, S/2NE, SENW, E/2SW, SE; Section 7: Lots 1-4, E/2, E/2W/2;. Section 8: All Section 9: All Section 15: N/2, SW; Section 17: All Section 18: Lots 1-4, E/2, E/2W/2; Section 19: Lots 1-4, E/2W/2; Section 26: SWNW Section 27: N/2, W/2SW, SESW, SE; (cont)	6.25% Orri	2.34375% Orri 283780	3.90625% Orri	-0-	Of record

RECORDED May 1 2001 4:30PM
IN BOOK 117 ORG PAGE 636
FEES $ 9.50 M Lon[illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form

By _____ _____

(Authorized Officer) (Title) (Date)

636

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.

T27N, R103W, 6th P. M. (Cont)

Section 30: Lots 1-4, E/2W/2;

Section 31: Lots 1-4, E/2W/2, E/2.

Sublette Co., WY

Containing 7341.41 acres, more or less.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designed lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September ,1999 Executed this 7th day of September , 1999

Name of Assignor as shown on current lease W. C. Kirkwood

Assignor _____ DAL Partnership

Douglas R. Hansen, General Partner

or
Attorney-in-fact _____

or
Attorney-in-fact _____
(Signature)

P. O. Box 3439

Casper, WY 82602
(City) (State) (Zip Code)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate of any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United State any false, fictitious or fraudulent statements or representations as to any matter with[illegible] jurisdiction.

[redacted]

When Recorded Please Return To:
W.W [redacted] 1712
1181 Las Posadas Rd
Angwin, Ca 94508

[redacted]

AMMENDED ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, William W. Whitley, 255 S. Milwaukee Street, Denver, Colorado 80209, herein called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign and set over unto

W.H. Smith and Joan A. Smith — an undivided 0.00375% of 100%
(hereinafter referred to as Assignees)
1181 Las Posadas Road
Angwin, California 94508

being 60% of Assignor's overriding royalty of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease as set forth below:

U. S. Oil and Gas Lease #W-102717, Sublette County, Wyoming

Township 29 North, Range 107 West, 6th PM
Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2
Containing 1,284.80 acres, more or less

Together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with the lease, the lands and units.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, and such terms, covenants and conditions shall be covenants running with the oil and gas lease described above with each transfer or assignment hereof.

THIS AMENDED ASSIGNMENT OF OVERRIDING ROYALTY REPLACES and is a substitute for that certain Assignment of Overriding Royalty, dated January 17, 2001, and Recorded February 2, 2001 in Book 117 O&G Page 212, Records of Sublette County, Wyoming

TO HAVE AND TO HOLD the described lease, lands and easements with all and singular the rights, privileges and appurtenances thereunto or in anyway belonging to said Assignees herein, their heirs, executors, administrator, personal representatives, successors and assigns forever, and Assignor hereby warrants and agrees to defend title to the lease and the overriding royalty unto the said Assignees herein, their respective heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever claiming or to claim the same or any part hereof by, through or under the Assignor, but not otherwise.

283820

RECORDED May 4 2001 3:25 PM
IN BOOK 117 O&G PAGE 638
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest this 15 day of March, 2001, but effective as of 12:01 AM, 1st day of January, 2001.

William W. Whitley, Assignor

STATE OF COLORADO

CITY AND COUNTY OF DENVER

Before me, the undersigned, a Notary Public in and for the said County and State on this 15 day of March, 2001, personally appeared William W. Whitley to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed same as his free and voluntary act and deed for the use and purposes herein set forth.

Given under my hand and seal the day and year last above written.

Lawrence Jackson
260 S. Monroe, No. 7B
Denver CO 80209

My commision 9/19/04

[redacted] [redacted] [redacted]

117

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
97 NOV -6 AM 9:45
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
WYW-124623

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc.
   Street 304 Inverness Way South, Suite 295
   City, State, ZIP Code Englewood, CO 80112

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Situated in Sublette County, Wyoming T. 31 N. - R. 109 W., 6th P.M. Sec. 32: Lot 5, SW/4NE/4, W/2, W/2SE/4	100%	100%	NONE	.5% of 8/8ths	6.0% of 8/8ths
T. 31 N. - R. 109 W., 6th P.M. Sec. 33: Lots 4, 7, E/2, E/2NW/4	100%	100%	NONE	NONE	6.5% of 8/8ths
Containing 927.66 acres, more or less.					

283841
RECORDED May 8 2001 9:10 AM
IN BOOK 117 OR PAGE 640
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scatton

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 DEC 1 1997

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
MAR 17 1998 (Date)

FOR ASSIGNEE

640

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 seventy-five (75) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. In the event Assignor does not elect to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration, Assignor is obligated to honor the reassignment rights of Liberty Petroleum Corporation, as provided under paragraphs two and three of Reassignment Rider attached to Assignment of Record Title Interest dated January 14, 1994, from said Liberty Petroleum Corporation, as Assignor, to Shama Zoe Limited Partnership, as Assignee.

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 12th day of September, 19 97

Name of Transferor Shama Zoe Limited Partnership
(Please type or print)

Transferor By Gilman A. Hill
(Signature)
or
Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

6400 S. Fiddler's Green Circle, Plaza Tower One, Suite 1977
(Transferor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 28th day of October September, 19 97

ULTRA RESOURCES, INC.

Transferee By Charlotte Kauffman
(Signature)
or
Attorney-in-fact Charlotte Kauffman
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S. GPO: 1990-573-016/26030

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 12th day of September, 1997.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 1998

ADDRESS: 7663 S. Monaco Circle West
Englewood, CO 80112-2552

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-98

PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

THIS AGREEMENT, made and entered into this 16th day of February, 2001, by and between Mary A. Bridger and Mary M. Meeks, Co-Trustees under Declaration of Trust dated June 12, 1979 of 808 Blackmore Pl., Bozeman, MT 59715, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ "10.00") in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 32 North, Range 111 West, 6th P.M.
Section 07: Lots 2(37.30), 3(37.30), 4(37.32), SE1/4NW1/4, E1/2SW1/4, S1/2NE1/4, SE1/4
Section 08: SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4
Section 17: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 18: Lots 1(37.33), 2(37.34), E1/2NW1/4, NE1/4SW1/4, E1/2
Section 20: NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4
Section 21: W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 28: NW1/4NE1/4, N1/2NW1/4
Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3(40.06), 4(40.02), SE1/4SW1/4, SW1/4SE1/4
Township 32 North, Range 112 West 6th P.M.
Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE1/4NW1/4, S1/2NE1/4, N1/2SE1/4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S1/2N1/2, N1/2SW1/4, SW1/4SW1/4, SE1/4
Section 13: NE1/4NE1/4

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IN BOOK 117 OR5 PAGE 643
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 4,021.91 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulfide, coal 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 times as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-sixth (1/6) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

[redacted] [redacted] [redacted]

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that 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.

Mary A. Bridger

Mary A. Bridger, Co-Trustee under Declaration of Trust dated June 12, 1979

Mary M. Meeks

Mary M. Meeks, Co-Trustee under Declaration of Trust dated June 12, 1979

STATE OF Montana }
COUNTY OF Gallatin } ss.

INDIVIDUAL

On this 26 day of Feb, 2001, before me personally appeared Mary A. Bridger, Co-Trustee under Declaration of Trust dated June 12, 1979 to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 26 day of Feb, 200[illegible].

My commission expires:
8-8-01

Marsha Polinsky
Notary Public for the State of Montana
residing at Bozeman

STATE OF Canada }
COUNTY OF Clark } ss.

INDIVIDUAL

On this 28th day of February, 2001, before me personally appeared Mary M. Meeks, Co-Trustee under Declaration of Trust dated June 12, 1979 to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 28th day of February, 2001.

My commission expires:

Notary Public-State of Nevada
COUNTY OF CLARK
RHEA L. ALLEN
My Appointment Expires
June 22, 2004
No. 00-64886-1

Rhea L Allen
Notary Public for the State of Nevada
residing at

Forms:OGL-pdup-H&S/-MSTR

RECEIVED.
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 17 1971
7 8 9 10 11 12 1 2 3 4 5 6

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-2690

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Margaret E. Allen
216 West 27th Street
Cheyenne, Wyoming 82001

Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Marvin Wolf	P. O. Box 1715, Denver, Colorado 80201	2%

Being in all a total of an undivided Two Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 27 N., R. 111 W., 6th P. M.,

Sec. 31: Lots 1 thru 7 incl., NE¼, E½NW¼, NE¼SW¼, N½SE¼
32: Lot 1

183868

RECORDED Nov. 8 2001 11:45 AM
IN BOOK 117 OPR PAGE 1015
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

Containing 592.69 Acres, more or less.

WITNESS our hands this 15th day of October, 19 71

Witnesses:

Margaret E. Allen
Margaret E. Allen

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

On the 15th day of October, 19 71, before me personally appeared MARGARET E. ALLEN the signor of the above instrument, who duly acknowledged to me that she executed the same.

M. A. Lewis Driggs
NOTARY PUBLIC

My Commission Expires: 1-21-72 Residing in Cheyenne, Wyoming

STATEMENT OF QUALIFICATIONS

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 17 1971
7 8 9 10 11 12 1 2 3 4 5 6 P M

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? [X] 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? [X] 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 14th day of December, 19 71

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

Marvin Wolf (Assignee's Signature)

P. O. Box 1715

Denver, Colorado 80201

(Address)

CERTIFIED
to be a true and comparative copy
of the official records on file

APR 2 0 2001

BUREAU OF LAND MANAGEMENT

646

647

W 2690

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1971 DEC 20 AM 10: 1

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF OIL AND GAS ROYALTIES

THIS AGREEMENT, made and entered into on this 17th day of October 1971, by and between Margaret E. Allen, hereinafter called Assignor, and Donald E. Allen, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration to her in hand paid by the said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said Assignee, her heirs, personal representatives, and assigns, all of the overriding royalty interests owned by the Assignor, together with all of the Assignor's right to be offered and to receive any re-assignments of the leases, where said right exists, in all of the land and leases set forth in Exhibit A attached hereto and by this reference made a part hereof.

The assignment herein made is without warranty of title express or implied.

To have and to hold all of said interests unto said Assignees, their heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 17th day of October 1971.

Margaret E. Allen

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 17th day of October, 1971, before me personally appeared Margaret E. Allen, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of October, 1971.

My Commission Expires January 21, 1972

Notary Public
M.A. VorBruggo

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

283869

RECORDED May 8 2001 11:45 A.M.
IN BOOK 117 O&G PAGE 647
FEES $ 17.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Margaret E. Allen

EXHIBIT A

WYOMING STATE
OIL & GAS LEASES

LEASE NUMBER	DESCRIPTION	COUNTY	ACRES	PERCENT OF OVERRIDE
67-3593	T. 45 N., R. 70 W., 6th P.M., Sec. 16, All, Sec. 36, All,	Campbell	1280.00	1/8th Producing
66-17743	T. 39 N., R. 94 W., 6th P.M., Sec. 16, E½, SW¼, E½NW¼, E½W½NW¼, SW¼SW¼NW¼,	Fremont	610.00	1%
69-8565	T. 27 N., R. 104 W., 6th P.M. Sec. 5, Lots 1,2,3,4, SW¼NE¼, Sec. 16, All,	Sublette	845.12	1%
67-4016	T. 27 N., R. 105 W., 6th P.M., Sec. 16, All,	Sublette	640	1%

WYOMING FEDERAL
OIL & GAS LEASES

W 096576	T. 42 N., R. 68 W., 6th P.M., Sec. 15, SE¼,	Weston	160	¼%
W 1016	T. 41 N., R. 62 W., 6th P.M. Sec. 32, NE¼, Sec. 33, All,	Niobrara	800	1%
W 3963	T. 43 N., R. 63 W., 6th P.M. Sec. 25, NW¼SW¼, S½SW¼, Sec. 26, N½, W½SW¼, S½SE¼,	Weston	600	1%
W 0317798	T. 36 N., R. 66 W., 6th P.M. Sec. 22, N½SW¼,	Niobrara	80	1%
W 0325425	T. 40 N., R. 66 W., 6th P.M., Sec. 24, E½, NW¼, Sec. 25, N½,	Niobrara	800	1%
W 0325425-A	T. 40 N., R. 66 W., 6th P.M. Sec. 1, Lot 1, SE¼NE¼, Sec. 2, Lot 1, SE¼NE¼,	Niobrara	154.18	1%
W 9893	T. 43 N., R. 66 W., 6th P.M. Sec. 29, All,	Weston	640	1%
18107	T. 40 N., R. 66 W., 6th P.M. Sec. 7, Lot 4, SE¼SW¼, SE¼SE¼, Sec. 8, S½SW¼, SW¼SE¼,	Weston	236.44	1%
W 4030	T. 51 N., R. 69 W., 6th P.M. Sec. 4, SW¼, Sec. 9, S½NE¼, NW¼, E½SW¼, W½SE¼,	Campbell	560	1/4%
W 0319971	T. 38 N., R. 70 W., 6th P.M. Sec. 13, N½,	Converse	320	1%
W 0319971-A	T. 38 N. R. 70 W., 6th P.M. Sec. 1, Lots 1,2,3,4, S½N½, SW¼, Sec. 2, Lots 3,4, S½NW¼, Sec. 11, All, Sec. 12, All,	Converse	1917.86	1%
W 17466	T. 41 N., R. 70 W., 6th P.M. Sec. 9, All,	Campbell	640	¼%
W 0100951	T. 38 N., R.71 W., 6th P.M. Sec. 2, SW¼, N½SE¼, SW¼SE¼,	Converse	320	¼%

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BUREAU OF LAND MANAGEMENT

Exhibit A - Allen - Page 2

W 0309234	T. 57 N., R. 71 W., 6th P.M., Sec. 27, NE¼NE¼,	Campbell	40	¼%
W 0211938	T. 57 N., R. 72 W., 6th P.M., Sec. 26, SW¼, Sec. 35, NE¼,	Campbell	320	1%
W 0321215	T. 40 N., R. 74 W., 6th P.M., Sec. 13, SE¼NW¼, W½NE¼, Sec. 14, NE¼SW¼, N½SE¼, SE¼SE¼,	Converse	280	1%
W 0321215-A	T. 40 N., R. 74 W., 6th P.M., Sec. 13, N½SW¼, W½SE¼, Sec. 24, E½SW¼, Sec. 25, N½NE¼, E½SE¼,	Converse	400	1%
W 0321215-B	T. 40 N., R. 74 W., 6th P.M. Sec. 15, W½SE¼,	Converse	80	1%
W 0315484	T. 34 N., R. 75 W., 6th P.M. Sec. 34, N½SE¼, SE¼SE¼,	Converse	120	1%
W 0315484-A	T. 34 N., R. 75 W., 6th P.M. Sec. 27, NW¼, Sec. 34, NW¼NW¼,	Converse	200	1%
W 0315484-B	T. 34 N., R. 75 W.,6th P.M. Sec. 1, Lots 1,2, S½NE¼,	Converse	159.81	1%
W 0315484-C	T. 34 N., R. 75 W., 6th P.M. Sec. 27, NE¼,	Converse	160	1%
W 0315484-D	T. 34 N., R. 76 W., 6th P.M. Sec. 12, E½,	Converse	320	1%
W 0314783	T. 41 N., R. 75 W., 6th P.M. Sec. 11, W½NW¼, SE¼SW¼, SW¼SE¼, Sec. 12, S½, E½W½, Sec. 13, NE¼NE¼, S½, Sec. 14, N½, N½SW¼, SE¼, Sec. 18, NW¼NE¼,	Campbell	1600	1%
W 02334448	T. 46 N., R. 75 W., 6th P.M Sec. 14, N½, SE¼,	Campbell	480	¼%
W 0315489	T. 48 N., R. 75 W., 6th P.M. Sec. 27, W½SW¼, Sec. 34, S½NE¼, SE¼NW¼, S½,	Campbell	520	1%
W 0228207	T. 57 N., R. 75 W., 6th P.M. Sec. 5, W½SE¼, Sec. 8, N½NE¼,	Campbell	160	¼%
W 0186174	T. 36 N., R. 76 W., 6th P.M. Sec. 7, Lots 1,2,3,4, E½SW¼, Sec. 17, W½, SE¼, Sec. 18, E½, Sec. 20, All,	Converse	1749.72	¼%
W 0192729	T. 37 N., R. 76 W., 6th P.M. Sec. 5, Lots 3,4,S½NW¼, NW¼SW¼, Sec. 6, Lots 1,2, S½NE¼, Sec. 7, NE¼,	Converse	525.30	¼%
W 0203099	T. 38 N., R. 76 W., 6th P.M. Sec. 26, NW¼, Sec. 27, N½, Sec. 20, N½,	Converse	800	¼%
W 0258643	T. 43 N., R. 76 W., 6th P.M. Sec. 1, E½SW¼, SE¼, Sec. 2, Lots 1,2,3, S½NE¼, SE¼NW¼, NE¼SW¼, NW¼SE¼, Sec. 15, NW¼NE¼, SE¼NE¼,	Campbell	639.98	¼%

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W 0186208	T. 37 N., R. 77 W., 6th P.M., Sec. 2, S½NE¼,	Converse	80	¼%
W 5965	T. 38 N., R. 77 W., 6th P.M. Sec. 6, Lots 1,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼,	Converse	525.14	1%
W 0186209	T. 39 N., R. 77 W., Sec. 13, E½, Sec. 24, E½E½,	Converse	400	¼%
W 0245948	T. 39 N., R. 77 W., 6th P.M. Sec. 25, S½NE¼, N½SE¼,	Converse	160	¼%
W 0283350	T. 54 N., R. 77 W., 6th P.M., Sec. 17, S½SE¼, Sec. 20, NE¼, Sec. 23, NE¼, Sec. 26, S½NW¼, T. 55 N., R. 77 W., Sec. 32, E½NE¼, NE¼SE¼, Sec. 33, Lots 3,4, NW¼SW¼,	Sheridan	705.52	¼%
W 0283361	T. 20 N., R. 79 W., 6th P.M. Sec. 32, All,	Carbon	640	¼
W 0268951	T. 21 N., R. 79 W., 6th P.M. Sec. 22, W½NE¼, W½, SE¼,	Carbon	560	¼%
W 0237754	T. 21 N., R. 79 W., 6th P.M. Sec. 24, E½E½, NW¼SE¼,	Carbon	200	¼%
W 0203257	T. 21 N., R. 79 W., 6th P.M., Sec. 32, N½, SE¼,	Carbon	480	¼%
W 0321231-A	T. 40 N., R. 79 W., 6th P.M., Sec. 20, N½NE¼, Sec. 21, NW¼NW¼,	Natrona	120	1%
W 14554	T. 36 N., R. 86 W., 6th P.M. Sec. 17, SE¼,	Natrona	160	1%
W 0259092	T. 34 N., R. 87 W., 6th P.M., Sec. 1, S½SW¼, SW¼SE¼, Sec. 2, S½S½, Sec. 3, SE¼SW¼, S½SE¼,	Natrona	400	¼%
W 2577	T. 38 N., R. 88 W., 6th P.M., Sec. 32, S½,	Natrona	320	1%
W 1963	T. 36 N., R. 89 W., 6th P.M., Sec. 14, N½,	Natrona	320	1%
W 1963-A	T. 36 N., R. 89 W., 6th P.M. Sec. 10, All, Sec. 11, All,	Natrona	1280	1%
W 1191	T. 38 N., R. 89 W., 6th P.M., Sec. 20, N½,	Fremont	320	1%
W 3180	T. 39 N., R. 89 W., 6th P.M. Sec. 29, All, Sec. 30, NE¼NE¼, S½NE¼, Sec. 32, NE¼,	Fremont	920	1%
W 0309909	T. 14 N., R. 91 W., 6th P.M., Sec. 35, S½,	Carbon	320	¼%
W 0309909-A	T. 14 N., R. 90 W., 6th P.M., Sec. 30, Lots 5,6, E½, E½NW¼, Sec. 31, Lots 5,6, N½NE¼, SW¼NE¼, E½NW¼, T. 14 N. R. 91 W., Sec. 25, N½NW¼,	Carbon	796.97	¼%

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BUREAU OF LAND MANAGEMENT

W 0158592	T. 48 N., R. 90 W.,6th P.M., Sec. 20, S½, Sec. 27, W½, SE¼, Sec. 28, S½, Sec. 29, NE¼,	Washakie	1280.	½%
W 3203	T. 36 N., R. 91 W., 6th P.M., Sec. 1, Lots 1,2,3,4, Sec. 2, Lots 1,2,3,4, SE¼, Sec. 12, S½NE¼, W½, SE¼, Sec. 21, E½,	Fremont	1208.64	1%
W 0144917	T. 16 N., R. 92 W., 6th P.M., Sec. 4, Lots 9,10,15,16,17,18, SE¼, Sec. 8, Lot 4	Carbon	418.72	½%
W 14064	T. 37 N., R. 93 W., 6th P.M., Sec. 3, SW¼, N½SE¼, SW¼SE¼,	Fremont	280	1%
W 13340	T. 16 N., R. 94 W., 6th P.M., Sec. 2, Lots 1,2,6,7, SE¼, Sec. 11, NW¼SE¼, E½SE¼,	Sweetwater	504.85	1%
W 10068	T. 38 N., R. 94 W., 6th P.M., Sec. 14, W½NW¼, Sec. 35, S½NE¼, SE¼NW¼,	Fremont	200	1%
W 18846	T. 38 N., R. 94 W., 6th P.M., Sec. 27, SE¼SW¼, S½SE¼,	Fremont	120	1%
W 0247109	T. 44 N., R. 96 W., 6th P.M., Sec. 6, Lots 6,7, SE¼SW¼, Sec.7, Lots 6,7.	Hot Springs	182.55	½%
W 0224379	T. 46 N., R. 96 W., 6th P.M., Sec. 23, Lots 1,2,7,8, Sec. 24, Lots 3,4,5,6,11,12,13,14,	Washakie	491.30	½%
W 0247430	T. 45 N., R. 99 W., 6th P.M., Sec. 23, SE¼NE¼, E½SE¼, Sec. 24, W½NE¼, SE¼NE¼, W½, SE¼,	Hot Springs	720	½%
W 0230429-A	T.45 N., R. 100 W., 6th P.M., Sec. 2, SW¼SW¼, T. 46 N., R. 100 W., Sec. 34, SE¼, Sec. 35, SW¼,	Hot Springs	360	½%
W 0235139	T. 46 N., R. 100 W., 6th P.M. Sec. 9, NW¼NW¼	Park	40	½%
W 0159466	T. 46 N., R. 101 W., 6th P.M., Sec. 11, SE¼SE¼,	Park	40	½%
W 2076	T. 14 N. R. 105 W., 6th P.M., Sec. 11, All, Sec. 12, All, Sec. 13, All	Sweetwater	1920	1%
W 2076-A	T. 14 N., R. 105 W., 6th P.M., Sec. 10, All,	Sweetwater	640	1%
W 0285065	T. 28 N., R. 109 W., 6th P.M., Sec. 1, Lots 1,2, S½SE¼, Sec. 11, All,	Sublette	783.27	½%
W 14178	T. 15 N. R. 110 W., 6th P.M., Sec. 6, S½NE¼, Sec. 7, SW¼NE¼, E½SW¼, SE¼, Sec. 18, N½NE¼, NE¼NW¼,	Sweetwater	480	1%
W 8711	T. 27 N., R. 110 W., 6th P.M., Sec. 21, E½, Sec. 28, E½,	Sublette	640	1%

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W 0320797	T. 27 N., R. 110 W., 6th P.M. Sec. 23, S½, Sec. 26, N½, SW¼, N½SE¼, SW¼SE¼.	Sublette	920.	1%
W 16723	T. 14 N., R. 111 W., 6th P.M. Sec. 22, S½NW¼.	Sweetwater	80	1%
W 2098	T. 25 N., R. 111 W., 6th P.M. Sec. 17, SW¼, N½SE¼, SW¼SE¼, Sec. 18, Lots 3,4, E½SW¼, SE¼, T. 25 N., R. 112 W., 6th P.M., Sec. 24, Lot 1	Lincoln	636.40	1%
W 2687	T. 26 N., R. 111 W., 6th P.M., Sec. 6, Lots 3-7 incl., SW¼NE¼, SE¼NW¼, W½SE¼, Sec. 7, W½E½, Sec. 18, NW¼NE¼,	Lincoln	531.29	1%
W 2690	T. 27 N., R. 111 W., 6th P.M, Sec. 31, Lots 1-7 incl., E½NW¼, NE¼SW¼, N½SE¼, NE¼, Sec. 32, Lot 1,	Sublette	592.69	1%
W 0311100	T. 22 N., R. 112 W., 6th P.M, Sec. 30, Lots 5,6,7,8, E½E½,	Lincoln	663.94	½%
W 0311100-A	T. 22 N. R. 112 W., 6th P.M., Sec. 32, All, Sec. 34, N½NE¼, SE¼NE¼.	Lincoln	760	½%
W 15747	T. 27 N., R. 112 W., 6th P.M. Sec. 1, Lots 1-4, S½N½, Sec. 2, Lots 1,2,3,5,6,7, S½NE¼, SE¼NW¼,	Sublette	604.51	1%
W 19850	T. 15 N., R. 92 W., 6th P.M., Sec. 19, Lots 5-8, E½, E½NW¼, NE¼SW¼, Sec. 30, Lots 5-7, E½, E½W½, Sec. 31, Lots 5-8, E½, E½W½, T. 14 N., R. 93 W., 6th P.M., Sec. 1, Lots 1-4, S½N½,	Carbon	2099.34	1%

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WY-EC-01-004

Form 3106-5
(November 1975)

283870

RECORDED Mar 8 2001 11:45AM
IN BOOK 117 R+S PAGE 163
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

CERTIFIED to be a true and complete copy of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1977 AUG 26 AM 10 00
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-2690

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

PARTNERSHIP PROPERTIES CO.
1600 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1966, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Township 27 North, Range 111 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE¼, E½NW¼, NE¼SW¼, N½SE¼, Section 32: Lot 1
containing 592.69 acres, more or less, in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of December, 1978

WESTRANS PETROLEUM, INC.

By: [signature] (Assignor's Signature)

P. O. Box 2250 (Assignor's Address)

ATTEST:

[signature]
Assistant Secretary

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JAN 1 1979

By [signature] (Authorized Officer)
Chief, Oil & Gas Section
MAR 9 1979
(Title) (Date)

Original

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. 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.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED to be a true and comparative copy of the official records on file

BUREAU OF LAND MANAGEMENT

APR 20 2001

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIED THAT:

1. Assignee is a Colorado general partnership.
2. Assignee's qualifications are already of file under C-9033 ~~W 03234~~.
3. Assignee is not the sole party in interest in this assignment. See the attached Nominee Agreement.
4. Filing fee of $25.00 is attached.
5. 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.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. 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 15 day of April 1977.

PARTNERSHIP PROPERTIES CO.

By David G. Stanley
General Partner

1400 Colorado State Bank Building
1600 Broadway
Denver, Colorado 80202

Mailing: P. O. Box 2250
Denver, Colorado 80201

SERIAL NO. W-2690

LEASE NO. WY-EC-01-004

CERTIFIED
to be a true and comperative copy
of the official records on file

APR 20 2001
Patricia M. Hunt
BUREAU OF LAND MANAGEMENT

#5021

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

Bond in sum of $ 25,000
with Highland Surety Co.
as surety filed

PART I

1. Assignee's Name

MHB PROPERTIES

Address *(include zip code)*

3410 Anaconda Tower, 555 17th Street, Denver, CO 80202

The undersigned, as owner of .46870% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 111 West Section 31: Lots 1 thru 7; NE/4; E/2NW/4; NE/4SW/4; N/2SE/4; Section 32: Lot 1 Containing 592.69 gross and net acres Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and complete copy of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

283871

RECORDED May 8 2001 11:45 AM
IN BOOK 117 B+G PAGE 656
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April , 19 84 .

M.H. Brinkerhoff, Individually
(Assignor's Signature)

3410 Anaconda Tower, 555 17th Street
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT. 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 23 1985
(Date)

ORIGINAL

NOTE

656

657

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of April , 19 84 .

MHB PROPERTIES
(Assignee's Signature)
M.H. Brinkerhoff, General Partner

3410 Anaconda Tower, 555 17th Street
(Assignee's Address)

Denver, Colorado 80202
(City) (State) - (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED to be a true and complete copy of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FI[redacted]R OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 859

[redacted] [redacted] [redacted]

#50213

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

Bond in sum of $ 25,000
with Highland Surety Co.
as surety filed.

PART I

1. Assignee's Name

ZKB PROPERTIES

Address *(include zip code)*

3410 Anaconda Tower, 555 17th Street, Denver, CO 80202

The undersigned, as owner of 5.1042% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 111 West
Section 31: Lots 1 thru 7; NE/4; E/2NW/4;
NE/4SW/4; N/2SE/4;
Section 32: Lot 1
Containing 592.69 gross and net acres
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

283872

RECORDED May 8 2001 11:45AM
IN BOOK 117 Misc PAGE 658
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April, 1984.

Zach K. Brinkerhoff, Individually
(Assignor's Signature)

3410 Anaconda Tower, 555 17th Street
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT. 1 1985

By ANDREW L. TARSIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 3 1985
(Date)

NOTE: This form may be reproduced provided that copies are exact copies [illegible]

6059

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of April , 1984 .

ZRB PROPERTIES

(Assignee's Signature)

Zach K. Brinkerhoff,
General Partner

~~3410 Anaconda Tower, 555 17th Street~~
(Assignee's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING [redacted] COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 888

WYEC01004
Form 3000-3
(December 1986)
(formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
W-2690

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

Bond in sum of $ 25,000 S.W.
with (Cash Bond) U.S.A.
as surety filed 9-11-87

PART A: ASSIGNMENT

Assignee: W. P. Properties Corporation
Street: 1745 Stout Street, Suite 110
City, State: Denver, Colorado
Zip Code: 80202

Additional Assignees

RECEIVED
1987 JUL -6 AM 9 30
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

This assignment conveys the following interest: Land Description	Percent of Interest: Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests: Reserved (e)	Previously reserved or conveyed (f)
(a)					
T27N, R111W, 6th P.M. Sec. 31: Lots 1-7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 Sec. 32: Lot 1 592.69 acres Sublette County, Wyoming	25%	.74648%	24.25352%	-0-	5%

Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.

283873

RECORDED May 8 2001 11:45 A.M.
IN BOOK 117 Misc PAGE 660
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

Assignment approved effective OCT 1 1987

By Fred O'Farrell
(Authorized Officer)

SUPERVISOR, MAINTENANCE UNIT SEP 16 1987
(Title) (Date)

☐ Assignment approved for attached land description

ORIGINAL

Year Year Year

PART C: GENERAL INSTRUCTIONS

Applicant(s) must complete Parts A1 and A2 and Part B. Both parties to assignment must sign. File three (3) manually signed, completed copies of this form in the appropriate BLM office for each assignment of record title. File one (1) manually signed copy for transfer of overriding royalty interests, payment out of production or other similar interests or payments. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.

Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.

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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed.

5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, 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

6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241

7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment

8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

9. Overriding royalty, payment out of production or other similar types of transfers

660

6161

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 record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq. .

PRINCIPAL PURPOSE—The information is to be used to process oil and gas/geothermal lease record title assignment applications.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all the information is not provided, the application may be rejected. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 20 2001
BUREAU OF LAND MANAGEMENT

$838.23

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; 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.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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 22nd day of May, 19 87

Assignor or Attorney-in-fact: Partnership Properties Co., a Colorado General Partnership
Charles E. Holmes (Signature)

Name of assignor as shown on current lease or assignment: Partnership Properties Co.

717 17th Street (Assignor's Address) Denver (City) CO (State) 80202 (Zip Code)

Executed this 22nd day of May, 19 87

Assignee or Attorney-in-fact: W. P. Properties Corporation
Frank E. Dinges (Signature) President
(Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

*U.S.GPO:1987-0-773-017/81814

WY-1138

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
Wyoming 88589

RECEIVED
SEP 28 2000
Ultra 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)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL
ULTRA RESOURCES

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc. - 42.5% 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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

RECEIVED
00 SEP 11 AM 9:00
CHEYENNE WYOMING
BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR

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 5: Lots 2, 3, 4, SE/4, N/2SW/4, SE/4SW/4 Containing 383.10 acres more or less, Sublette County, Wyoming					(As to W.I. Conveyed hereby)
Depth (1) From the 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 NE/4NE/4 of Section 7, T32N-R109W, 6th P.M.	85.625%	37.50% *	48.125% **	1.0833% ***	4.4167% of 8/8ths
Depth (2) From base of depth (1) to 100' below the stratigraphic equivalent of the TVD of 13,094' as encountered in the Stewart Point No. 11-34d Well, SL SW/4SW/4 of Section 34, BHL NE/4SW/4 of Section 34, T33N-R109W, 6th P.M.	71.25%	25.00% *	46.25% **	1.5% ***	4% of 8/8ths

This Assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy Company and Ultra Resources Inc.

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar Dated 6-18-99.
** In addition to Questar's share of the interest conveyed hereby.
*** Proportionately Reduced by the working interest assigned.

283881
RECORDED May 8 2001 2:20PM
IN BOOK 117 D&G PAGE 1 of 2
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective OCT 01 2000

By /s/ PAMELA J. LEWIS (Authorized Officer) — Chief, Leasable Minerals Section (Title) — SEP 21 2000 (Date)

FOR ASSIGNEE

663

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.

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

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 th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acqui.ed lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 6th day of July, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company (Please type or print)

Transferor & Transferee or Attorney-in-fact: G. O. Nordloh (Signature) President/CEO

Attorney-in-fact: _____ (Signature)

1331 17th Street, Suite 800
Transferee & (Transferor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 31st day of July, 2000

Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin Banks (Signature)

Lance Oil & Gas Company, Inc.

Executed this 30th day of August, 2000

Transferee: _____ (Signature)
MARK B. BETTY, 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, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 fraudulen statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 6th day of July, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Susan K. Stone

My commission expires:

3-1-2003

Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 SEP 11 AM 9:00
RECEIVED
CHEYENNE, WYOMING

6164

665

WY-1131

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

Lease Serial No.
Wyoming - 015317

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL
ULTRA 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)

RECEIVED
SEP 27 2000
Ultra Resources

Type or print plainly in ink and sign in ink.

RECEIVED
BLM
SEP 11 AM 9:00
CHEYENNE, WYOMING

DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc. - 42.5% | 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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West 6th P.M. Section 4: Lots 8, 9, 10, 15 & 16 (Previously described Lot 4, SW/4) Containing 200.17 acres more or less, Sublette County, Wyoming					(As to W.I. Conveyed hereby)
Depth (1) From the 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 NE/4NE/4 of Section 7, T32N-R109W, 6th P.M.	85.625%	37.50% *	48.125% **	2.0833% ***	3.4167% of 8/8ths
Depth (2) From base of depth (1) to 100' below the stratigraphic equivalent of the TVD of 13,094' as encountered in the Stewart Point No. 11-34d Well, SL SW/4SW/4 of Section 34, BHL NE/4SW/4 of Section 34, T33N-R109W, 6th P.M.	71.25%	25.00% *	46.25% **	2.5% ***	3% of 8/8ths

This Assignment is made pursuant to and subject to the terms of that certain Farmout Option Agreement dated March 31, 1997 as amended by and between Celsius Energy Company and Ultra Resources Inc.

263882

RECORDED May 8 2001 2:20 PM
IN BOOK 117 OR6 PAGE 1015
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks FOR ASSIGNEE

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar Dated 6-18-99.
** In addition to Questar's share of the interest conveyed hereby.
*** Proportionately Reduced by the working interest assigned.

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective OCT 01 2000

By /S/ Carmen E. Lovett (Authorized Officer) — LAND LAW EXAMINER (Title) — SEP 22 2000 (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description In Item No. 2, If needed.

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

583885

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 th 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 suc 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 covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 6th day of July, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company
Please type or print

Transferor & Transferee or Attorney-in-fact: G.C. Nordloh (Signature) President/CEO

Attorney-in-fact _____ (Signature)

1331 17th Street, Suite 800
Transferee/ (Transferor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 31st day of July, 2000

Transferee: Ultra Resources, Inc.

Transferee or Attorney-in-fact _____ (Signature)

Attorney-in-fact: Robert Berry (Signature)

Lance Oil & Gas Company, Inc.

Executed this 30th day of August, 2000

Transferee: _____ (Signature)
MARK R. PETRY, 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, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 fraudulen statements or representations as to any matter within its jurisdiction.

6666

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 6th day of July, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Susan K. Stone

My commission expires:

3-1-2003

Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 SEP 11 AM 9:00
RECEIVED
CHEYENNE, WYOMING

WY-1131

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

ULTRA RESOURCES

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
Wyoming - 015317

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

RECEIVED
SEP 27 2000
Ultra Resources

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc. - 42.5% — 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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

RECEIVED
00 SEP 11 AM 9:00
CHEYENNE WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 34: E/2W/2, W/2E/2 Containing 320.00 acres more or less, Sublette County, Wyoming From the Surface of the earth to 100' below the stratigraphic equivalent of the TVD of 13,094' as encountered in the Stewart Point No. 11-34d Well, Located SL SW/4SW/4 of Section 34, BHL NE/4SW/4 of Section 34, T33N-R109W, 6th P.M. This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended 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 it's 50% pre-farmout working interest in the wellbore of the Stewart Point No. 11-34d Well, 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 Stewart Point No. 11-34d 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 Stewart Point No. 11-34d Well, retaining the overriding royalty interest reserved in column (e) (See Reverse Side)	71.25%	* 25.00%	** 46.25%	2.50% of 8/8ths ***	3.00% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

283883
RECORDED May 8 2001 2:20PM
IN BOOK 117 OG PAGE 668
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith
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 OCT 01 2000

By /S/ Carmen E. Lovatt (Authorized Officer)
LAND LAW EXAMINER (Title)
SEP 22 2000 (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description In Item No. 2, If needed.

(Continued from Part A (1) Transfer Section)

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

(Continued from Part A (2) Land Description Section)

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar dated June 18, 1999.

** In addition to Questar's share of the interest conveyed hereby.

*** Proportionately reduced by the working interest assigned.

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 th 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 suc citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not [redacted] under the laws of the State in which the lands covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 6th day of July, 2000

Name of Transferor & Tranferee: Questar Exploration and Production Company (Please type or print)

Transferor & Tranferee or Attorney-in-fact: G. L. Nordloh (Signature) President/CEO

Attorney-in-fact _____ (Signature)

1331 17th Street, Suite 800 (Transferor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 31st day of July, 2000

Ultra Resources, Inc.

Transferee or Attorney-in-fact: Robin Banks (Signature)

Lance Oil & Gas Company, Inc.

Executed this 30th day of August, 2000

Transferee: MARK R. PETRY (Signature) Attorney-in-Fact

BURDEN HOURS STATEMENT

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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 fraudulen statements or representations as to any matter within its jurisdiction.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 6th day of July, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly swom, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:

3-1-2003

Susan K. Stone

Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 SEP 11 AM 9:00

RECEIVED
CHEYENNE, WYOMING

671

WY-1139

Form 3000-3a
(January 1996)

10-2000

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 19

Lease Serial No.
Wyoming - 08592

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL
ULTRA 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)

RECEIVED
SEP 27 2000
Ultra Resources

Type or print plainly in ink and sign in ink.

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
SEP 11 AM 9:00

PART A: TRANSFER

1. Transferee (Sublessee)* Ultra Resources, Inc. - 42.5% 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 X and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* X Oil and Gas Lease, or Geothermal Lease
Interest conveyed: (*Check one or both, as appropriate)* X Operating Rights (sublease), Overriding Royalty, payment out of production or other similar interest or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 109 West 6th P.M. Section 33: All Section 34: W/2W/2 Containing 800.00 acres more or less, Sublette County, Wyoming From the Surface of the earth to 100' below the stratigraphic equivalent of the TVD of 13,094' as encountered in the Stewart Point No. 11-34d Well, Located SL SW/4SW/4 of Section 34, BHL NE/4SW/4 of Section 34, T33N-R109W, 6th P.M. This assignment is made pursuant to and subject to the terms of that certain Farmout and Option Agreement dated March 31, 1997 as amended by and between Celsius Energy and Ultra Resources, Inc. and the letter Agreement dated June 18, 1999 between Ultra and Questar.	71.25%	25.00%*	46.25%**	1.50% of 8/8ths ***	4.00% of 8/8ths (As to the 25% W.I. Conveyed Hereby)

283684

RECORDED Mar. 8 2001 2:30 PM
IN BOOK 117 OR PAGE 671
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachtler
FOR ASSIGNEE

* Entirely out of the interest Questar held prior to the assignment from Ultra to Questar dated June 18, 1999.

** In addition to Questar's share of the interest conveyed hereby.

*** Proportionately reduced by the working interest assigned.

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective OCT 01 2000

By /S/ Carmen E. Lovett (Authorized Officer) LAND LAW EXAMINER (Title) SEP 22 2000 (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description In Item No. 2, If needed.

Questar Exploration and Production Company - 42.5%
1331 17th Street, Suite 800
Denver, Colorado 80202

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 th 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 suc citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not cons[redacted] the laws of the State in which the lands covere by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,08 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 acre may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is i 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 violatio of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicabl terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to conditio 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 require by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to th 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 6th day of July, 2000

Name of Transferor & Transferee: Questar Exploration and Production Company (Please type or print)

Transferor & Transferee: G.L. Nordloh (Signature) President/CEO

Attorney-in-fact _____ (Signature)

1331 17th Street, Suite 800 (Transferor's & Transferee's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 31st day of July, 2000

Ultra Resources, Inc.

Transferee _____ (Signature)

or

Attorney-in-fact Robin Berko (Signature)

Lance Oil & Gas Company, Inc.

Executed this 30th day of August, 2000

Transferee [redacted] MARK R. PETRY, 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, an 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 Lan Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor 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 fraudulen statements or representations as to any matter within its jurisdiction.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 6th day of July, 2000 personally appeared before me, G. L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

Susan K. Stone

My commission expires:

3-1-2003

Notary Public

NOTARY PUBLIC
SUSAN K. STONE
180 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
March 1, 2003
STATE OF UTAH

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 SEP 11 AM 9:00
RECEIVED
CHEYENNE, WYOMING

WYW-151365
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151365

==========

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

283895

RECORDED May 8 2001 4:15 pM
IN BOOK 117 O+G PAGE 674
FEES $ 16.00 M. L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lacey

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, S½SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,317 feet long and contains 1.5 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(OVER)

WY-35878

674

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

2e8c8S

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated January 2, 2001, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

m. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

n. *An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.*

o. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

p. *If cultural resources are located within frozen soils or sediments precluding the ability to adequately record or evaluate the find, work will cease and the site will be protected for the duration of frozen soil conditions. Following natural thaw, recordation, evaluation and recommendations concerning further management will be made to the authorized officer who will consult with affected parties. Construction work will be suspended until management of the threatened site has been finalized.*

q. *Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from March 1 to May 15 for the protection of active sage grouse leks.

Any exceptions to this requirement must have prior written approval from the authorized officer.

676

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on January 2, 2001. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(OVER)

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

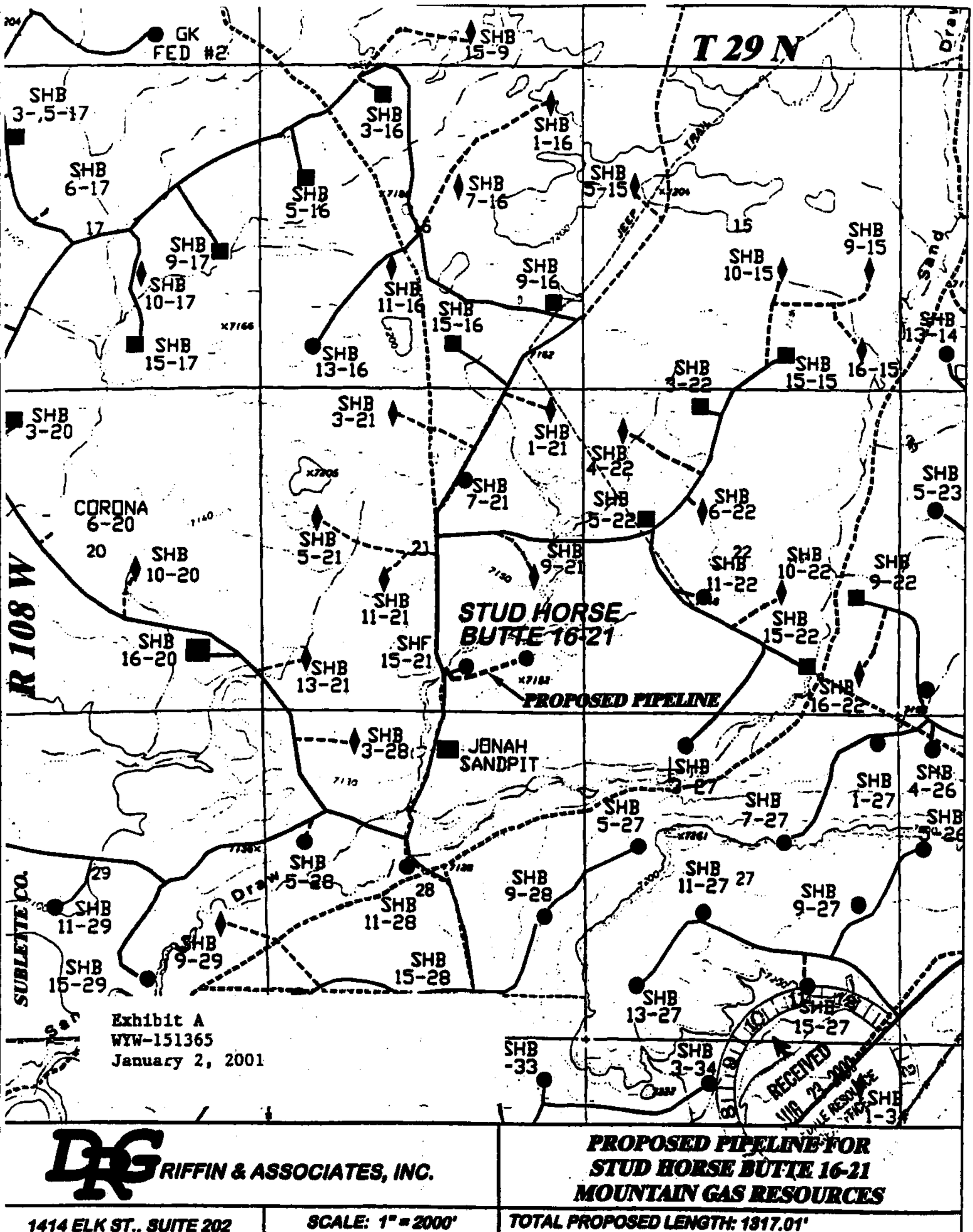
Landman
(Title)

4/5/01
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

01/09/01
(Effective Date of Grant)



GRIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

PROPOSED PIPELINE FOR STUD HORSE BUTTE 16-21 MOUNTAIN GAS RESOURCES

SCALE: 1" = 2000'

JOB No. 7047

DATE: 9/14/00

TOTAL PROPOSED LENGTH: 1317.01'

EXISTING ROAD ——————

PROPOSED PIPELINE - - - - - - -

TOPO MAP B

WYW-151368
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151368

==========

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

283896

RECORDED May 8 2001 4:15 PM
IN BOOK 117 O+G PAGE 680
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

2. Nature of interest:

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, S½NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,370 feet long and contains 1.6 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

WY435875

(OVER)

680

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated October 23, 2000, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on October 23, 2000. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(OVERI

682

m. Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

n. Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.

o. Construction activity and surface disturbance will be prohibited during the period from March 1 to May 15 for the protection of sage grouse lek activities.

Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Landman	Field Manager
(Title)	(Title)
10/27/00	10/30/00
(Date)	(Effective Date of Grant)

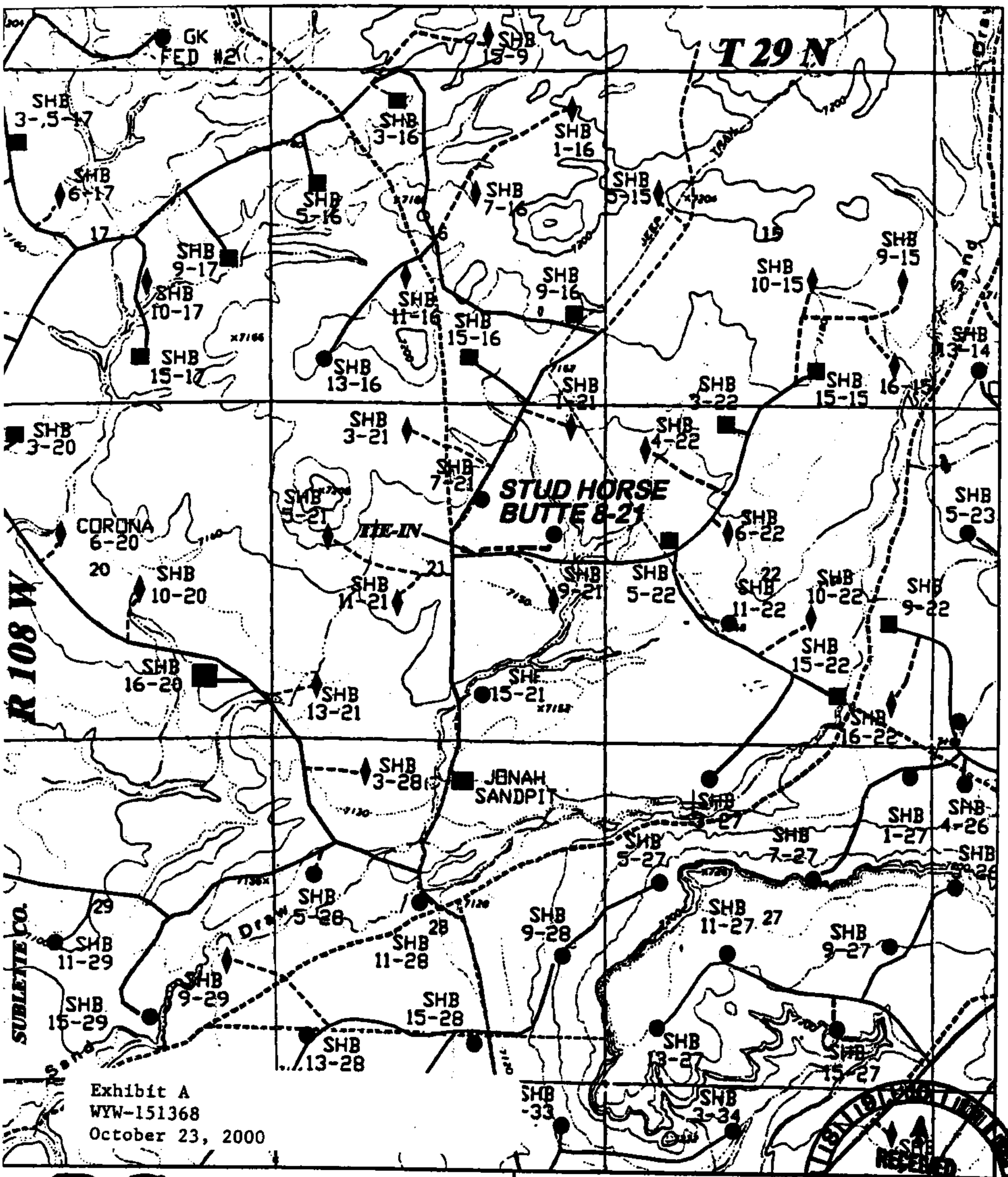


Exhibit A
WYW-151368
October 23, 2000

RECEIVED
DEC 12 2000
BUREAU OF LAND MANAGEMENT
RESOURCE AREA OFFICE

GRIFFIN & ASSOCIATES, INC.		PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES STUD HORSE BUTTE 8-21
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 382-5028	SCALE: 1" = 2000' JOB No. 7048 DATE: 9/28/00	TOTAL PROPOSED LENGTH: 1370.49 EXISTING ROAD —————— PROPOSED PIPELINE - - - - - -
		TOPO MAP B

685

WYW-151400
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151400

==========

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

283897

2. Nature of Interest:

RECORDED May 8 2001 4:15pM
IN BOOK 117 O+G PAGE 685
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swaton

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 23, N½SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,301 feet long and contains 1.5 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

WY-35879

(OVER)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated December 7, 2000, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on December 7, 2000. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(OVER.

m. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

n. *An open trench examination of the pipeline shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.*

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

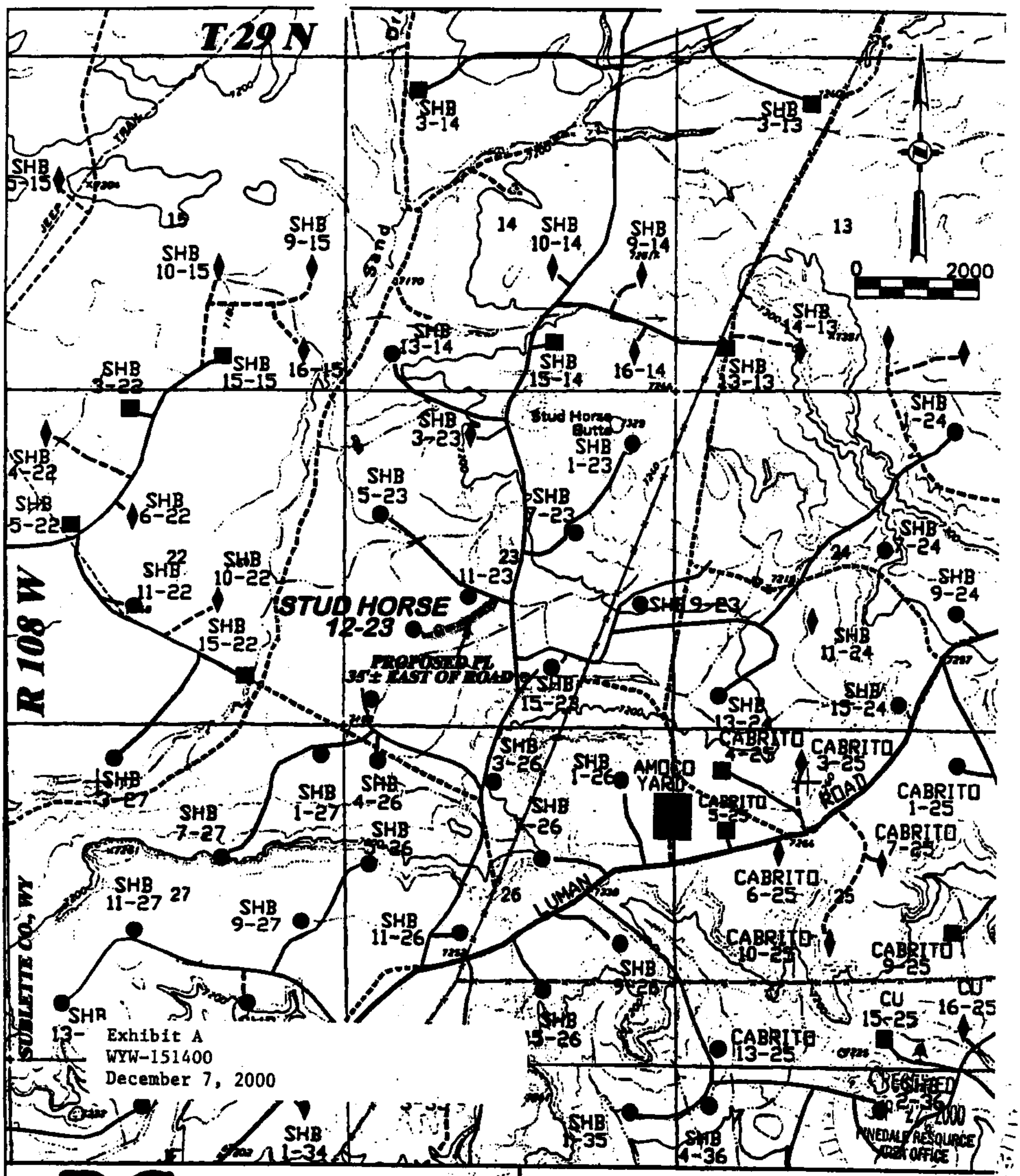
Landman
(Title)

December 8, 2000
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

December 8, 2000
(Effective Date of Grant)



DRIFFIN & ASSOCIATES, INC.		**PROPOSED PIPELINE FOR STUD HORSE 12-23 MOUNTAIN GAS RESOURCES**
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 7037 DATE: 9/18/00	TOTAL PROPOSED LENGTH: 1301.35' EXISTING ROAD —————— PROPOSED PIPELINE - - - - - - -	TOPO MAP B

Exhibit B
WYW-151400
December 7, 2000 5 pages

PLAN OF DEVELOPMENT
TO ACCOMPANY
Stud Horse Butte 12-23 Well Connect
GAS GATHERING LINE APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch buried steel pipeline will head in a easterly direction from the Stud Horse Butte 12-23 well, located in the Southwest quarter of Section 23, to Mountain's existing pipeline in the Southwest quarter of Section 23, all in Township 29 North, Range 108 West, Sublette County, Wyoming.

The total length of the right-of-way is approximately 1301 feet, of which 1301 feet are on Federal lands. A 50 foot wide right-of-way corridor is requested for construction, operational and maintenance purposes. The pipeline will be constructed parallel to existing roads and will be placed approximately 21 to 30 feet from the centerline of the road.

The pipeline will consist of 6 inch steel, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig.

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors are Carlsbad Canyon (2.5Y 6/2)

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the well locations and Mountain's nearest collector pipeline.

No other alternatives were considered because the proposed route utilizes existing surface disturbances as much as possible and minimizes damage to public lands.

III. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be directed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

Pipeline construction will commence when all permits and right of way documents have been secured. A copy of the survey, plan of development, and right-of-way grant will be on site before construction begins and remain on site until action is complete.

Mountain Gas Resources, Inc. will notify the authorized officer 5 days in advance of starting any construction activities. All private surface landowners will be contacted before construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve. No frozen soils will be used for construction purposes or trench back filling. Should frozen ground conditions be encountered during construction, Mountain Gas Resources, Inc. will not remove topsoil from the right-of-way and will remove vegetation from the right-of-way by means of brush hogging or by the use of a motor grader.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 1 week.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

[redacted] [redacted] [redacted]

The buried pipeline will be constructed with at least 48 inches of ground cover unless rock is encountered which could necessitate sawing through the rock and covering the pipe with at least 36 inches of ground cover. Every effort will be made to place a full 48 inches of cover over the pipe. Where unpaved roads are crossed by the buried pipeline, the road will be cut and the pre-wrapped pipe will be placed a minimum of 60 inches below the road surface. The ditch will be backfilled to a point where a motor grader can be used to wheel compact the ditch. The surface of the road will be returned to its original condition as nearly as practicable.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas, the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar
I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

No toxic substances are proposed for use in connection with the construction project; however if toxic substances are required, usage shall conform with provisions of the Toxic Substances Control Act of 1976, as amended (40 CFR Part 702-799). Any release of

toxic substances (leaks, spills, etc.) in excess of the reportable quantity as established by 40 CFR Part 117.3 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102 B. A copy of any requested report required by any Federal or State agency of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

The holder of right of way No._____ agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C.6901 et seq.) on the right of way (unless the release or threatened release is wholly unrelated to the right of way holder's activity on the right of way. This agreement applied without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Species of Seed	Variety	Pounds/acre PLS Drilled	Pounds/acre PLS Broadcasted
Western Wheatgrass	Arriba	4 lbs/acre PLS	8 lbs/acre PLS
Thickspike Wheatgrass	Critana	4 lbs/acre PLS	8 lbs/acre PLS
Indian Ricegrass	Nezpar	4 lbs/acre PLS	8 lbs/acre PLS
Four Wing Saltbush		2 lbs/acre PLS	4 lbs/acre PLS
Winterfat		2 lbs/acre PLS	4 lbs/acre PLS
	Total	16 lbs/acre	32 lbs/acre

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture= portion of seed mixture that is PLS.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

REVIEWED & APPROVED
12/7/00

WYW-151401
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151401

==========

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

RECORDED May 8 2001 4:5p M
IN BOOK 117 Oto6 PAGE 695
FEES $14.00 M. Lou [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

2. Nature of Interest:

283898

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, NW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 322 feet long and contains 0.4 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(OVER)

WY-3587I

[redacted] [redacted] [redacted]

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated January 3, 2001, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on January 3, 2001. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. **A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer.** Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

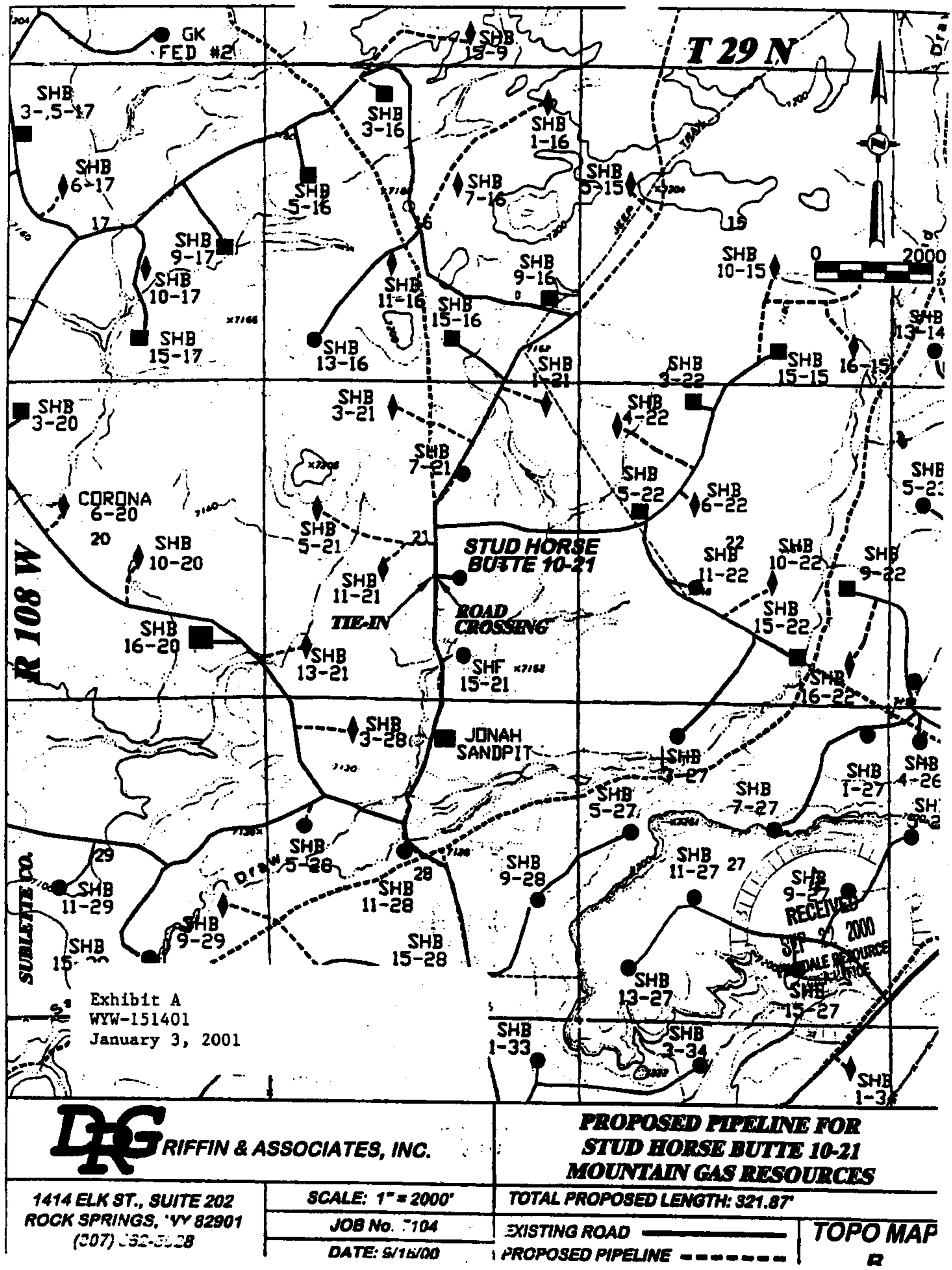
(OVER)

m. ***Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.***

n. ***Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.***

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Landman	Field Manager
(Title)	(Title)
1/5/01	01/09/01
(Date)	(Effective Date of Grant)



GRIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 382-3028

PROPOSED PIPELINE FOR
STUD HORSE BUTTE 10-21
MOUNTAIN GAS RESOURCES

SCALE: 1" = 2000'
JOB No. 7104
DATE: 9/15/00

TOTAL PROPOSED LENGTH: 321.87'

EXISTING ROAD ——————
PROPOSED PIPELINE - - - - - -

TOPO MAP
B

WYW-151406
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151406

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

283899

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

RECORDED May 8 2001 4:15 PM
IN BOOK 117076 PAGE 700
FEES $ 14.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath [illegible]

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, N½NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 768 feet long and contains 0.9 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

WY35877

(OVER)

700

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated January 2, 2001, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on January 2, 2001. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

m. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

n. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

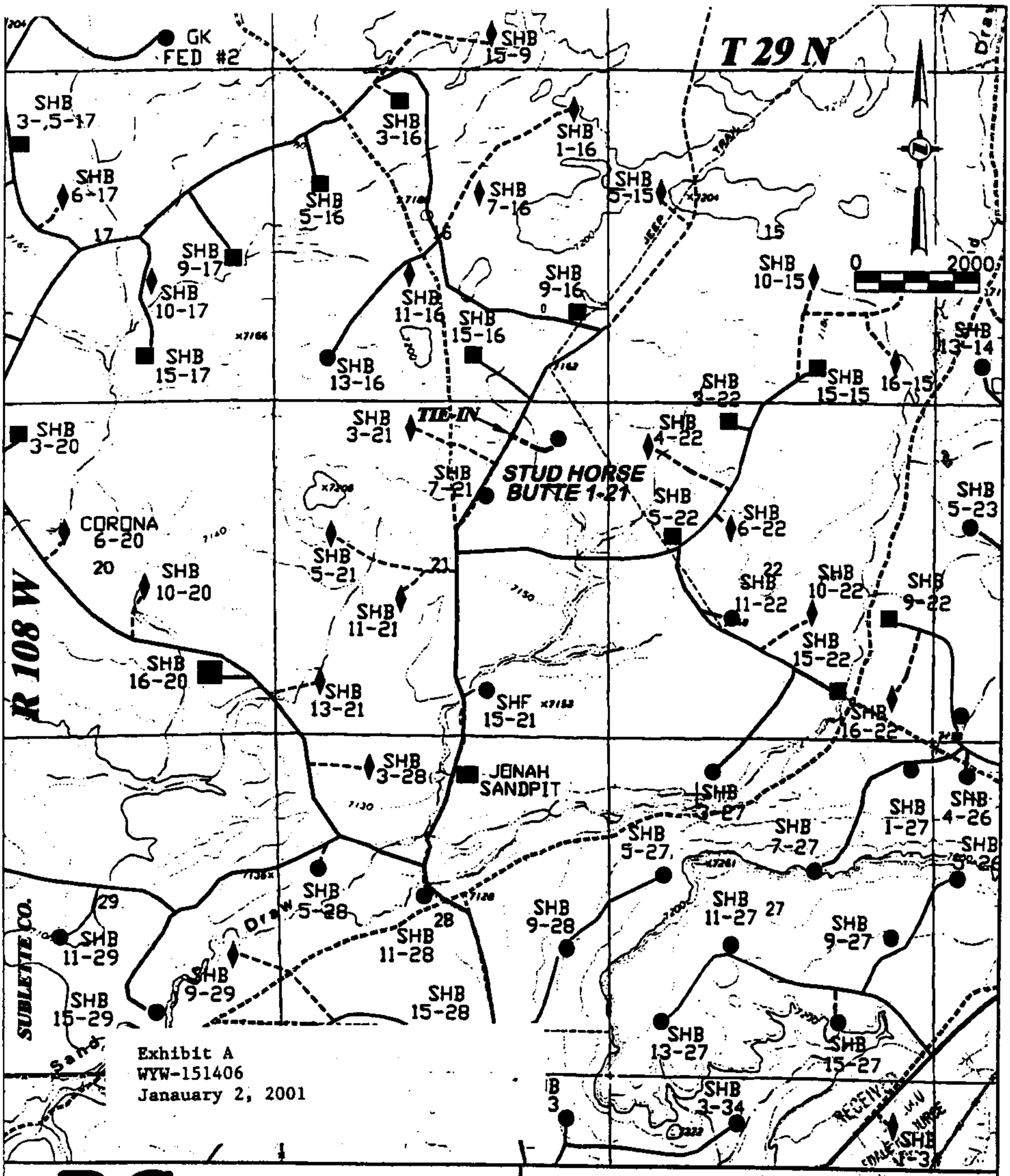
o. *Construction activity and surface disturbance will be prohibited during the period from March 1 to May 15 for the protection of active sage grouse leks.*

Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting and/or nests/young.

Any exceptions to this requirement must have prior written approval from the authorized officer.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Landman	Field Manager
(Title)	(Title)
1/5/01	01/09/01
(Date)	(Effective Date of Grant)



GRIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

PROPOSED PIPELINE FOR STUD HORSE BUTTE 1-21 MOUNTAIN GAS RESOURCES

SCALE: 1" = 2000'

JOB No. 7103

DATE: 9/2[illegible]/00

TOTAL PROPOSED LENGTH: 768.07'

EXISTING ROAD ——————

PROPOSED PIPELINE - - - - - - -

TOPO MAP B

WYW-151584
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151584

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest: **283900**

RECORDED May 8 2001 4:15 PM
IN BOOK 117 BK G PAGE 705
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, NW¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 525 feet long and contains 0.6 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

WY-35876

(OVER)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the Federal lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit A dated November 15, 2000, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

f. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

g. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

h. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on November 15, 2000. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

k. Surface disturbance will be restricted in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

Construction with frozen ground material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

l. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(OVER)

m. Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.

n. Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

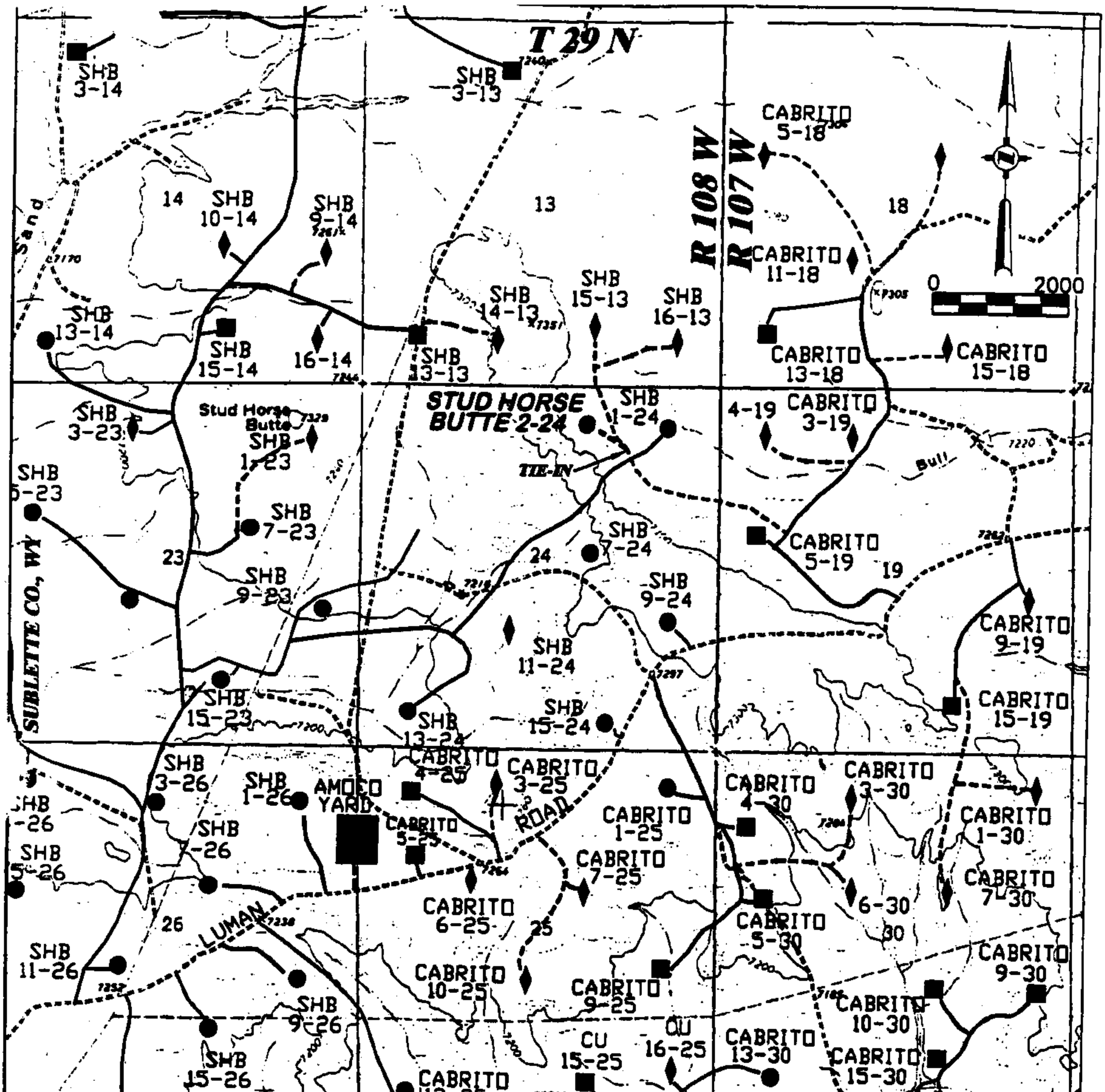
o. Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting habitat and/or nest/young.

Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Landman	Field Manager
(Title)	(Title)
11/17/00	12/7/00
(Date)	(Effective Date of Grant)


T 29 N
R 108 W
R 107 W
SUBLETTE CO., WY
SHB 3-14
SHB 3-13
CABRITO 5-18
14
13
18
SHB 10-14
SHB 9-14
SHB 13-14
SHB 15-14
16-14
SHB 14-13
SHB 15-13
SHB 16-13
SHB 13-13
CABRITO 11-18
CABRITO 13-18
CABRITO 15-18
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2000
STUD HORSE BUTTE 2-24
TIE-IN
SHB 1-24
SHB 3-23
Stud Horse Butte
SHB 1-23
SHB 7-23
SHB 9-23
SHB 15-23
23
24
SHB 7-24
SHB 9-24
SHB 11-24
SHB 15-24
SHB 13-24
CABRITO 4-19
CABRITO 3-19
CABRITO 5-19
19
CABRITO 9-19
CABRITO 15-19
SHB 3-26
SHB 1-26
AMOCO YARD
SHB 7-26
SHB 5-26
CABRITO 4-25
CABRITO 3-25
CABRITO 5-25
ROAD
CABRITO 1-25
CABRITO 7-25
CABRITO 6-25
25
26
LUMAN
CABRITO 4-30
CABRITO 3-30
CABRITO 1-30
CABRITO 7-30
6-30
30
CABRITO 5-30
CABRITO 9-30
CABRITO 10-30
CABRITO 15-30
SHB 11-26
SHB 9-26
SHB 15-26
CABRITO 10-25
CABRITO 9-25
CU 15-25
CU 16-25
CABRITO 13-30
CABRITO 13-25
SHB 3-35
SHB 1-35
SHB 4-36
SHB 6-36
Exhibit A
WYW-151584
November 15, 2000
DRG GRIFFIN & ASSOCIATES, INC.
1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028
SCALE: 1" = 2000'
JOB No. 7108
DATE: 10/2/00
PROPOSED PIPELINE FOR
STUD HORSE BUTTE 2-24
MOUNTAIN GAS RESOURCES
TOTAL PROPOSED LENGTH: 524.57'
EXISTING ROAD
PROPOSED PIPELINE
TOPO MAP B

10,173

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 99-00544 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

NE/4 §28, T28N, R103W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

283924

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

RECORDED May 9 2001 2:50pm
IN BOOK 1170G PAGE 710
FEES $ 10.00 Mary L Gay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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, 100% Leasehold subject to the overriding royalty interests assigned hereby.

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 Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 99-00544 *assignment dated* June 1, 2000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000.

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William C Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

SUE A. BENSON
NOTARY PUBLIC
KENT COUNTY, MI

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

713

10,172

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 99-00543 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

S/2 N/2 §24, T28N, R103W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

283925

RECORDED May 9 2001 2:50PM
IN BOOK 117 O&G PAGE 713
FEES $ 10.00 Mary Lou Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

and reserving unto ASSIGNOR, 100% Leasehold subject to the overriding royalty interests assigned hereby.

This assignment is subject to any existing overriding royalties previously reserved.* Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000.

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

10,195

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non-Refundable

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 99-00559 Assignment Approval Date -

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

All of §16, T27N, R104W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

283926

RECORDED May 9 2001 2:30pM
IN BOOK 117 O+G PAGE 716
FEES $ 10.00 Mary L. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Staten

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

and reserving unto ASSIGNOR, 100% Leasehold subject to the overriding royalty interests assigned hereby.*

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.

716

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William C. Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest - Dallas	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

719

10,177

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 99-00562 Assignment Approval Date - DEC 14 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

SE/4 §11, T28N, R104W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

283927

RECORDED May 9 2001 2:50 PM
IN BOOK 117 & 6 PAGE 719
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

and reserving unto ASSIGNOR, 100% Leasehold subject to the overriding royalty interests assigned hereby.

This assignment is subject to any existing overriding royalties previously reserved.* Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000.

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William Kirkwood
By -	By . William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

STATE

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 reclsion 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 dalinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

SUE A. BENSON
NOTARY PUBLIC
STATE OF MICHIGAN

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

10,772

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 99-00563 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

N/2 NE/4; NE/4 NW/4; S/2 NW/4; N/2 S/2 §14,
T28N, R104W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

283928

RECORDED May 9 2001 2:50pM
IN BOOK 117 046 PAGE 722
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

and reserving unto ASSIGNOR, 100% Leasehold subject to the overriding royalty interests assigned hereby.*

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 2 *of Lease #* 99-00563 *assignment dated* June 1, 2000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

SUE A. BENSON

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

10,179

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 99-00564 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

SE/4 SE/4 §32, T28N, R104W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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, 100% Leasehold subject to the overriding royalty interests assigned hereby.

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.

283929

RECORDED May 9 2001 2:50PM
IN BOOK 117 OIG PAGE 725
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000.

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William C. Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest - Sue A Benson	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest - Secs	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

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2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or reclsion 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.

01 01 00 7 035 00

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

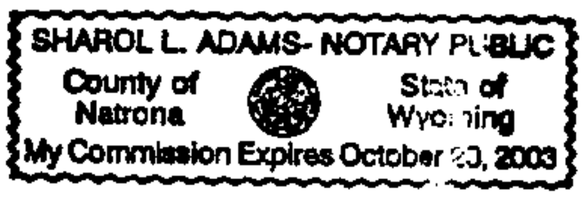
The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.



Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .



Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

10,185

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 99-00574 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

All of §16, T27N, R105W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

283930

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

RECORDED May 9 2001 2:50PM
IN BOOK 117 OR 3 PAGE 728
FEES $ 10.00 Meg L Lilly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

and reserving unto ASSIGNOR, 100% Leasehold subject to the overriding royalty interests assigned hereby.

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ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000.

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1) - William C. Kirkwood
By -	By - William C. Kirkwood
Title - President & CEO	Title -
Attest -	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

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7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

SUE A. BENSON NOTARY PUBLIC KENT COUNTY, MICHIGAN

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

731

10,185

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 99-00582 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

SW/4 NW/4 §25, T28N, R105W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

283931

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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.~~

RECORDED May 9 2001 2:50PM
IN BOOK 117 O&G PAGE 731
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

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This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 23rd day of June 2000

ASSIGNOR - WOLVERINE GAS AND OIL CORPORATION	Assignee (1)
By	By - William C. Kirkwood
Title - President & CEO	Title -
Attest -	Attest -
Assignee (2) - DAL PARTNERSHIP	Assignee (3) -
By -	By -
Title - Douglas R. Hansen, General Partner	Title -
Attest -	Attest -
Assignee (4) -	Assignee (5) -
By -	By -
Title -	Title -
Attest -	Attest -

ASSIGNMENT REQUIREMENTS

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by S. J. Jansma, Jr. President of Wolverine Gas and Oil Corpofation, a Michigan corporation, on behalf of the corporation.

SUE A. BENSON NOTARY PUBLIC MICHIGAN

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by W.C. Kirkwood and Douglas R. Hansen, General Partner of DAL Partnership .

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003

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 99-00583 Assignment Approval Date - DEC 11 2000

ASSIGNOR, with name and address at, Wolverine Gas and Oil Corporation
One Riverfront Plaza
Grand Rapids, MI 49503-2616

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

All of §36, T28N, R105W, Sublette County, Wyoming

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: William C. Kirkwood
P.O. Box 3439
Casper, WY 82602

283932

~~percent interest in the total leasehold, or as described in particular above.~~

2.083333% overriding royalty interest

2) ASSIGNEE, with name and address at: DAL Partnership
P.O. Box 21395
Billings, MT 59104

RECORDED May 9 2001 2:50PM
IN BOOK 117 O&G PAGE 734
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lester

~~percent interest in the total leasehold, or as described in particular above.~~

1.250000% overriding royalty interest

~~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, 100% Leasehold subject to the overriding royalty interests assigned hereby.

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.

* This Assignment is made pursuant and subject to the terms of a Lease Acquisition Agreement dated March 15, 1999 between and among Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood, Loma Energy Corporation and Wolverine Gas and Oil Corporation.

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.

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STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

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SUE A. BENSON
NOTARY PUBLIC
KENT COUNTY, MICHIGAN

Sue A. Benson
Notary Public
My Commission expires: 12/11/2005

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public
My Commission Expires: 10/23/2003