71-86

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 MAR -8 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-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* William C. Kirkwood
   Street P.O. Box 3439
   City, State, ZIP Code Casper, WY 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 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 X ~~Reserved~~ Conveyed e	 Previously reserved or conveyed f
TOWNSHIP 28 NORTH, RANGE 105 WEST Sec. 17: All Sec. 20: All Sec. 29: W2 Sec. 30: Lots 1-4, E2W2, E2 Sec. 32: NW Containing 2,376.96 acres, more or less Sublette County, Wyoming				62.5% of 6.25% ORRI	Those of record

285238

RECORDED July 16 2001 8:45a M
IN BOOK 119 PG 1 PAGE
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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.

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by Richard D. Moritz, Vice 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, Kent County, Michigan
My commission expires: 12/11/2005

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16th day of January, XX 2001

Name of Assignor as shown on current lease Wolverine Gas and Oil Corporation

Assignor or Attorney-in-fact Richard D. Moritz (Signature) Vice President (Please type or print)

(Signature)

One Riverfront Plaza, 55 Campau N.W.
(Assignor's Address)

Grand Rapids, MI 49503
(City) (State) (Zip Code)

Executed this 5 day of Feb XX 2001

Assignee or Attorney-in-fact William C. Kirkwood (Signature)

(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 1987: 573-004/41047

71-86

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 MAR -8 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* 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	Conveyed	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 28 NORTH, RANGE 105 WEST Sec. 17: All Sec. 20: All Sec. 29: W2 Sec. 30: Lots 1-4, E2W2, E2 Sec. 32: NW Containing 2,376.96 acres, more or less Sublette County, Wyoming				37.5% of 6.25% ORRI	Those of Record

28523

RECORDED July 11 2001 8:45 AM
IN BOOK 119 Q46 PAGE 3
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

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

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by Richard D. Moritz, Vice President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Sue A. Benson
Notary Public, Kent County, Michigan
My commission expires: 12/11/2005

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 12th day of February, 2001, before me, the undersigned authority in and for the State and County aforesaid, personally appeared DOUGLAS R. HANSEN, known to me to be the PRESIDENT of LOMA ENERGY CORP., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires: 9/18/01

Notary Public Jason W. Grubbs
Residing at: Billings, MT

royalty due to the United States with this assignment.

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 January, 2001

Name of Assignor as shown on current lease Wolverine Gas and Oil Corporation
Please type or print

Assignor Richard D. Moritz
or (Signature) Vice President
Attorney-in-fact
(Signature)

One Riverfront Plaza, 55 Campau N.W.
(Assignor's Address)

Grand Rapids, MI 49503
(City) (State) (Zip Code)

Executed this 12th day of February, 2001

Assignee DAL PARTNERSHIP
By:
or (Signature) Douglas R. Hansen, General Partner
Attorney-in-fact
(Signature)

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

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

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

Form 3000-3
(January 1996)

71-85

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 MAR -8 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-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* 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	Conveyed	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 28 NORTH, RANGE 105 WEST Sec. 18: Lots 1-4, E2, E2W2 Sec. 19: Lots 1-4, E2, E2W2 Sec. 33: All Containing 1,873.88 acres, more or less Sublette County, Wyoming 285240				37.5% of 6.25% ORRI	Those of Record

RECORDED July 11a 2001 1:45p M
IN BOOK 119 D+G PAGE 5
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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.

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by Richard D. Moritz, Vice President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Sue A. Benson
Notary Public, Kent County, Michigan
My commission expires: 12/11/2005

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 12th day of February, 2001, before me, the undersigned authority in and for the State and County aforesaid, personally appeared DOUGLAS R. HANSEN, known to me to be the PRESIDENT of LOMA ENERGY CORP., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires:
NOT 9/14/01

Notary Public Jason W. Grubbs
Residing at: Billings, MT

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 January, XX 2001

Name of Assignor as shown on current lease Wolverine Gas and Oil Corporation

Please type or print

Assignor Richard D. Moritz (Signature) Vice President

or Attorney-in-fact Richard D. Moritz (Signature)

One Riverfront Plaza, 55 Campau N.W.
(Assignor's Address)

Grand Rapids, MI 49503
(City) (State) (Zip Code)

Executed this 12th day of February, XX 2001

Assignee DAL PARTNERSHIP

By: (Signature)

or Attorney-in-fact Douglas R. Hansen, General Partner (Signature)

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

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

Wy-71-85

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 MAR -8 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-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* William C. Kirkwood
   Street P.O. Box 3439
   City, State, ZIP Code Casper, WY 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	Conveyed	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 28 NORTH, RANGE 105 WEST Sec. 18: Lots 1-4, E2, E2W2 Sec. 19: Lots 1-4, E2, E2W2 Sec. 33: All Containing 1,873.88 acres, more or less Sublette County, Wyoming 285241				62.5% of 6.25% ORRI	Those of record

RECORDED July 16 2001 8:45AM
IN BOOK 119 Orig PAGE 7
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

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.

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by Richard D. Moritz, Vice President of Wolverine Gas and Oil Corporation, a Michigan corporation, on behalf of the corporation.

Sue A. Benson
Notary Public, Kent County, Michigan
My commission expires: 12/11/2005

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 16th day of January, XX 2001

Name of Assignor as shown on current lease: Wolverine Gas and Oil Corporation (please type or print)

Assignor or Attorney-in-fact: Richard D. Moritz (Signature) Vice President

(Signature)

One Riverfront Plaza, 55 Campau N.W.
(Assignor's Address)

Grand Rapids, MI 49503
(City) (State) (Zip Code)

Executed this 5 day of Feb, XX 2001

Assignee or Attorney-in-fact: William C. Kirkwood

(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 1997: 573-004/41047

Form 3000-3
(January 1996)

71-57

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 MAR -8 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-148553
Lease Effective Date (Anniversary Date)
August 1, 1999
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

*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 Sec. 21: S2 Sec. 27: NW Sec. 28: N2, N2SW, SWSW, SE Sec. 29: E2 Containing 1,400 acres, more or less Sublette County, Wyoming	37.5% of 6.25% ORRI	54.1% of 37.5% of 6.25% ORRI	45.9% of 37.5% of 6.25% ORRI		

285242

RECORDED July 16 2001 8:45 AM
IN BOOK 119 O+G PAGE 9
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 12th day of February, 2001, before me, the undersigned authority in and for the State and County aforesaid, personally appeared DOUGLAS R. HANSEN, known to me to be the PRESIDENT of LOMA ENERGY CORP., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires: 9/15/01

Notary Public Jason W. Grubbs
Residing at: Billings, MT

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 February, XXX 2001

Name of Assignor as shown on current lease DAL Partnership
Please type or print

Assignor By: (Signature)
or
Attorney-in-fact Douglas R. Hansen, General Partner
(Signature)

P.O. Box 21395
(Assignor's Address)

Billings, MT 59104
(City) (State) (Zip Code)

Executed this 16th day of February, XXX 2001

Wolverine Gas and Oil Corporation

Assignee Richard D. Moritz (Signature) Vice President
or
Attorney-in-fact
(Signature)

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

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

[redacted] [redacted] [redacted]

71-57

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 MAR -8 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-148553

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

*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 Sec. 21: S2 Sec. 27: NW Sec. 28: N2, N2SW, SWSW, SE Sec. 29: E2 Containing 1,400 acres, more or less Sublette County, Wyoming	62.5% of 6.25% ORRI	54.1% of 62.5% of 6.25% ORRI	45.9% of 62.5% of 6.25% ORRI		

285243

RECORDED July 16 2001 9:15 AM
IN BOOK 119 OR PAGE 11
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)

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 by William C. Kirkwood this 5th day of February, 2001.

Witness my hand and seal.

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2005

Sharol L Adams
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 5 day of Feb, XX 2001

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

Assignor William C. Kirkwood
(Signature)
or
Attorney-in-fact William C. Kirkwood
(Signature)

P. O. Box 3439
(Assignor's Address)

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

Executed this 9th day of February, XX2001

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, 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 jurisdiction.

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

71-56

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 MAR -8 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-148551
Lease Effective Date (Anniversary Date)
August 1, 1999
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

*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 Sec. 15: W2, SE Sec. 21: N2 Sec. 22: W2 Containing 1,120 acres, more or less Sublette County, Wyoming	62.5% of 6.25% ORRI	54.1% of 62.5% of 6.25% ORRI	45.9% of 62.5% of 6.25% ORRI		

285244
RECORDED Oct 16 2001 8:45AM
IN BOOK 119 OPR PAGE 13
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scoter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by William C. Kirkwood this 5th day of February, 2001.

Witness my hand and seal.

SHAROL L. ADAMS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires October 23, 2003

Sharol L. Adams
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 5 day of Feb, XX 2001

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

Assignor William C. Kirkwood
(Signature)

or Attorney-in-fact William C. Kirkwood
(Signature)

P.O. Box 3439
(Assignor's Address)

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

Executed this 9th day of February, XX 2001

Wolverine Gas and Oil Corporation

Assignee Richard D. Moritz
(Signature) Vice President

or Attorney-in-fact Moritz
(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 with[illegible] jurisdiction.

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

71-56

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 MAR -8 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-148551

Lease Effective Date
(Anniversary Date)
August 1, 1999

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

*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 Sec. 15: W2, SE Sec. 21: N2 Sec. 22: W2 Containing 1,120 acres, more or less Sublette County, Wyoming	37.5% of 6.25% ORRI	54.1% of 37.5% of 6.25% ORRI	45.9% of 37.5% of 6.25% ORRI		

285245
RECORDED July 16 2001 8:45 AM
IN BOOK 119 D+G PAGE 15
FEES $ 8.00 Mary [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)

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

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this 12th day of February, 2001, before me, the undersigned authority in and for the State and County aforesaid, personally appeared DOUGLAS R. HANSEN, known to me to be the PRESIDENT of LOMA ENERGY CORP., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires:
9/8/01

Notary Public Jason W. Grubbs
Residing at: Billings, MT

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 February, 2001

Name of Assignor as shown on current lease DAL Partnership
Please type or print

Assignor By: (Signature)
or
Attorney-in-fact Douglas R. Hansen, General Partner
(Signature)

P.O. Box 21395
(Assignor's Address)

Billings, MT 59104
(City) (State) (Zip Code)

Executed this 19th day of February, 2001

Wolverine Gas and Oil Corporation

Assignee (Signature)
or Richard D. Moritz 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 1987: 573-004/41047

[redacted] [redacted] [redacted]

No. 1 of Triplicate Original

Form 3000-3
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 SEP -7 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: December 31, 2001

Lease Serial No.

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

W-148538

PART A: ASSIGNMENT

285246

RECORDED July 11a 2001 9:40AM
IN BOOK 119 OR PAGE 17
FEE $ 45.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

1. Assignee*
Street
City, State, ZIP Code

*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. (Exhibit A)

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~~ Conveyed	Previously reserved or conveyed
a	b	c	d	e	f
Mass Transfer. See attached Exhibit B for description of Leases and Lands. The overriding royalty interest assigned hereby applies to each of the described Leases and to all of the Lands covered thereby.				6.25% of 8/8	0

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001
Jana Rogers
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 for attached land description

Assignment approved effective _____

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

By _____ _____

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

JUL 9 - 2001
Zena Rogers
BUREAU OF LAND MANAGEMENT

CERTIFIED

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 23rd day of June, 19 2000

Name of Assignor as shown on current lease Wolverine Gas and Oil Corporation
Please type or print

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

One Riverfront Plaza
(Assignor's Address)
Grand Rapids, MI 49503-2616
(City) (State) (Zip Code)

Executed this 5th day of September, 19 2000

Assignee William C. Kirkwo (Signature)
or
Attorney-in-fact _____ (Signature)

Assignee
DAL PARTNERSHIP
By _____
Partner - Douglas R. Hansen

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 (1004-0034), Bureau Clearance Officer , (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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]

EXHIBIT A

1. Assignee: William C. Kirkwood
   Address: P.O. Box 3439
   Casper, WY 82602

   Interest: 62.5% of the assigned overriding royalty interest

2. Assignee: DAL Partnership
   Address: P.O. Box 21395
   Billings, MT 59104

   Interest: 37.5% of the assigned overriding royalty interest

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.

H:\CLV\CLN\Wolverine\kirkwood\Fed.Assign.ExA.wpd

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001
Zena Rogers
BUREAU OF LAND MANAGEMENT

EXHIBIT B

List of Federal Oil and Gas Leases Covered by this Assignment

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148538	§3 T27N R104W Lots 1-4; S/2 N/2; S/2 §4 T27N R104W Lots 1-4; S/2 N/2; S/2 §9 T27N R104W E/2 §10 T27N R104W All	L. 113, P. 1
WYW148539	§5 T27N R104W SE/4 NE/4; S/2 NW/4; S/2 §6 T27N R104W Lots 1-7; S/2 NE/4; SE/4 NW/4; E/2 SW/4; SE/4 §7 T27N R104W Lots 1-4; N/2 NE/4; SW/4 NE/4; E/2 W/2 §8 T27N R104W All §9 T27N R104W W/2	L. 113, P. 8
WYW148540	§17 T27N R104W All §18 T27N R104W Lots 1-3; NE/4 NE/4; S/2 NE/4; SE/4 SW/4; SE/4 §20 T27N, R104W All §22 T27N R104W W/2 W/2; SE/4 NW/4; NE/4 SW/4; N/2 SE/4; SE/4 SE/4 §23 T27N R104W S/2 SW/4	L. 113, P. 15

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001

BUREAU OF LAND MANAGEMENT

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148541	§30 T27N R104W Lots 1-4; E/2; E/2 W/2 §31 T27N R104W Lots 1-4; E/2; E/2 W/2 §32 T27N R104W All §33 T27N R104W All	L. 113, P. 23
WYW148542	§1 T28N R104W Lots 1-4; S/2 §2 T28N R104W Lots 1-4; S/2 §9 T28N R104W SE/4 SE/4 §10 T28N R104W E/2; SE/4 NW/4; NE/4 SW/4; S/2 SW/4; NE/4 NW/4 (EXCL 4.61 AC IN RSVR ROW WYE02636) §11 T28N R104W N/2; SW/4 §12 T28N R104W All	L. 113, P. 30
WYW148543	§3 T28N R104W Lots 1-3; NE/4 SW/4; N/2 SE/4; SE/4 SE/4; Lot 4; SE/4 SW/4; SW/4 SE/4 (EXCL 29.56 AC IN RSVR ROW WYE02636) §4 T28N R104W Lots 1-3; E/2 SW/4; SE/4 §6 T28N R104W Lots 1-6; E/2 SW/4; SE/4 §7 T28N R104W Lots 1-4; E/2; E/2 W/2 §8 T28N R104W NW/4 SE/4 §18 T28N R104W Lots 1-4; E/2 W/2	L. 113, P. 38

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001

BUREAU OF LAND MANAGEMENT

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148544	§13 T28N R104W All §14 T28N R104W S/2 S/2 §15 T28N R104W All	L. 113, P. 48
WYW148545	§17 T28N R104W NE/4; E/2 NW/4; S/2 §18 T28N R104W NE/4 NE/4; SW/4 NE/4; SE/4 §19 T28N R104W Lots 1-4; E/2; E/2 W/2 §20 T28N R104W N/2 NE/4; S/2 NW/4; SW/4; W/2 SE/4 §21 T28N R104W N/2; N/2 SW/4; SE/4 SW/4; SE/4	L. 113, P. 54
WYW148546	§22 T28N R104W All §23 T28N R104W All §24 T28N R104W All §25 T28N R104W NE/4; N/2 NW/4; SW/4 NW/4; S/2	L. 113, P. 61
WYW148547	§26 T28N R104W All §27 T28N R104W All §34 T28N R104W All §35 T28N R104W All	L. 113, P. 69
WYW148548	§28 T28N R104W E/2; E/2 W/2 §33 T28N R104W E/2; E/2 W/2	L. 113, P. 77

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001
Jean Rogers
BUREAU OF LAND MANAGEMENT

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148549	§29 T28N R104W All §30 T28N R104W Lots 1-4; E/2; E/2 W/2 §32 T28N R104W N/2; SW/4; N/2 SE/4	L. 113, P. 84
WYW148550	§1 T28N R105W Lots 1-4; SW/4 §2 T28N R105W Lots 1-4; S/2 §3 T28N R105W Lots 1-3 & 5; N/2 SW/4; SE/4 SW/4 §4 T28N R105W Lots 1, 2, 5, 6; S/2 §8 T28N R105W E/2 §9 T28N R105W N/2 NW/4; SW/4 NW/4; SW/4 §10 T28N R105W NE/4; NE/4 NW/4; S/2 NW/4 §11 T28N R105W N/2 NE/4; NW/4; NW/4 SW/4	L. 113, P. 91 CERTIFIED to be a true and comparative copy of the official records on file JUL 9 - 2001 BUREAU OF LAND MANAGEMENT
WYW148551	§13 T28N R105W W/2; SE/4 §14 T28N R105W E/2 §15 T28N R105W W/2; SE/4 §21 T28N R105W N/2 §22 T28N R105W W/2 §23 T28N R105W NE/4 §24 T28N R105W N/2	L. 113, P. 100

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148553	§21 T28N R105W S/2 §27 T28N R105W W/2 §28 T28N R105W N/2; N/2 SW/4; SW/4 SW/4; SE/4 §29 T28N R105W E/2 §32 T28N R105W E/2 §34 T28N R105W N/2 NE/4; W/2; SE/4	L. 113, P. 107
WYW148555	§1 T28N R106W Lots 1-4; S/2 S/2 §2 T28N R106W Lots 1-4; S/2 S/2 §10 T28N R106W N/2; SE/4 §11 T28N R106W All	L. 113, P. 115
W-149142	§1 T28N R103W Lots 1-4; S/2 §2 T28N R103W Lots 1-4; S/2 §11 T28N R103W All §12 T28N R103W N/2; NW/4 SW/4; S/2 S/2	L. 112, P. 589
W-149144	§15 T28N R103W N/2; SW/4; N/2 SE/4; SW/4 SE/4 §21 T28N R103W All §22 T28N R103W All	L. 112, P. 597

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001
Zera Rogers
BUREAU OF LAND MANAGEMENT

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
W-149143	§17 T28N R103W All §18 T28N R103W Lots 1-4; E/2; E/2 W/2 §19 T28N R103W Lots 1-4; E/2; E/2 W/2 §20 T28N R103W All	L. 112, P. 604
W-149145	§13 T28N R103W All §14 T28N R103W All §23 T28N R103W All §24 T28N R103W N/2 N/2; S/2	L. 112, P. 612
W-149146	§5 T28N R103W Lots 1-4; S/2 §6 T28N R103W Lots 1-6; E/2 SW/4; SE/4 §7 T28N R103W Lots 1-4; E/2; E/2 W/2 §8 T28N R103W All	L. 112, P. 619
W-149147	§3 T28N R103W Lots 1-4; S/2 §4 T28N R103W Lots 1-4; S/2 §9 T28N R103W All §10 T28N R103W All	L. 112, P. 627

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 9 - 2001
Ben Rogers
BUREAU OF LAND MANAGEMENT

F:\USER\CLV\CLM\Wolverine\kirtwood\Fed. Assign. ExB.wpd

285252

RECORDED July 16 2001 10:25AM
IN BOOK 119 Oth PAGE 126
FEES $ 8.00 M... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zucker

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1998)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of April, 2001, by and between Boyd P. Kelly, a single man, 5105 Caballeros Ave., San Louis Obispo, CA 93401 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 33 North, Range 111 West, 6th P.M.
Section 03: Lots 3(40.17), 4(40.20), S1/2NW1/4, SW1/4
Section 04: Lots 1(40.19), 2(40.12), S1/2NE1/4, SE1/4

Township 34 North, Range 111 West, 6th P.M.
Section 28: E1/2
Section 33: E1/2
Section 34: SW1/4

Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth appears, it shall by this reference be amended to read one-sixth (1/6th) royalty.

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 1,440.68 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 at lessors address 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

[redacted] [redacted] [redacted]

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.

BY: Boyd P. Kelly

STATE OF ~~Wyoming~~ CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } ss.

INDIVIDUAL

On this 18TH day of JUNE, 2001, before me personally appeared Boyd P. Kelly, a single man 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 his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 18th day of JUNE, 2001.

My commission expires:
NOVEMBER 9, 2004

Notary Public for the State of CALIFORNIA
residing at 1014 GRAND AVE, SLO CA 93401

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 _____

CHERI LYNN BARRERAS
Comm. # 1283489
NOTARY PUBLIC-CALIFORNIA
San Luis Obispo County
My Comm. Expires Nov. 9, 2004

QUITCLAIM ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

MARATHON OIL COMPANY, an Ohio corporation, whose mailing address is 7301 N.W. Expressway, Oklahoma City, Oklahoma 73132 (the "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, subject to the terms, provisions, covenants, reservations and exceptions contained herein, hereby sell, transfer, assign, release, remise and QUITCLAIM (without any representation, warranty, or covenant of any kind whatsoever, whether express or implied) unto WOLD OIL PROPERTIES, INC., a Wyoming corporation, whose mailing address is 139 West Second Street, Mineral Resource Center, Suite 200, Casper, Wyoming 82601, (the "Assignee"), effective as of June 1, 2001, at 7:00 o'clock, A.M., MDT (the "Effective Time "), the following assets (collectively the "Assets", the value for which has been calculated as of June 1, 2001, (the "Valuation Date")):

A. All of Assignor's present right, title and interest (including, but not limited to, any working interest, overriding royalty interest, and reversionary interest held as of the Effective Time), if any, in and to the oil and gas leases (the "Leases") specifically described at Exhibit "A," attached hereto and made a part hereof, BUT INSOFAR AND ONLY INSOFAR as the leases cover the lands specifically described at Exhibit "A" hereto, with like shares of all rights and privileges incident thereto (the "Subject Interest"); and

B. Together with all of Assignor's present corresponding right, title and interest in and to and derived from all presently existing and effective unitization, pooling and communitization agreements, declarations and orders (including, but not limited to, all units and pooled areas formed under order, regulations, rules or other official actions of any federal, state or other governmental agency having jurisdiction) to which the Subject Interest, (or any part thereof) are committed, and the properties covered and units or pooled areas created thereby, INSOFAR AND ONLY INSOFAR as they are attributable to the Subject Interests (the "Pooled Interest "); and

C. Together with all of Assignor's present corresponding right, title and interest in and under, or derived from, all easements, rights-of-way, licenses, surface leases, servitudes, permits, farmout and farmin agreements, operating agreements, oil, gas and liquid hydrocarbon purchase and sale agreements (excepting those between Assignor and its parent, subsidiary and affiliate corporations), and the contracts, agreements and instruments described at Exhibit "A" hereto (including any matters noted therein, but excepting any bonds or insurance held by Assignor) which directly relate to or are appurtenant to the Subject Interests and Pooled Interests, INSOFAR AND ONLY INSOFAR as they directly relate to and are directly attributable to the Subject Interests and Pooled Interests assigned hereby and are used in connection with exploration for or production of hydrocarbons therefrom; and

D. Together with all of Assignor's present corresponding right, title and interest in and to all oil and gas wells (including any currently held contractual right to a reversionary or after payout interest in any such well), all water wells, all salt water disposal wells, injection wells, all personal property, all equipment, all structures and all fixtures (including, but not limited to, tanks, pumps, pipelines, flowlines and waterlines) as of the Effective Time located on or appurtenant to the Subject Interests or the Pooled Interests and used or obtained solely in connection with the operation thereof and with production, treatment, sale or disposal of hydrocarbons or produced water therefrom or attributable thereto (the "Other Property").

1. ASSIGNEE, BY ACCEPTANCE OF THIS ASSIGNMENT, COVENANTS AND AGREES AS FOLLOWS:

(a). Assignee, its principals and affiliates agree to take this Assignment subject to and hereby covenant and agree to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Assignor that relate to or are attributable to the Assets, whether existing as of the Valuation Date or later arising, including, but not limited to, those described or referred to in this Assignment and at Exhibit "A" hereto (including any matters noted therein), lease terms, other leasehold burdens, applicable government orders, statutes, regulations and ordinances, and all other valid recorded and unrecorded agreements, contracts and instruments affecting the Assets. Without limiting the generality of the foregoing, Assignee covenants and agrees, effective as of the Effective Time, to assume, perform and comply with all obligations, express or implied (if any), of Assignor to properly and timely plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on or appurtenant to the Assets, and to remove all equipment and facilities and to restore the surface of the Assets.

285254

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FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING By Cathy Saxton

[redacted] [redacted] [redacted]

(b). Assignee agrees, effective as of the Valuation Date, to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR, its parent, affiliate and subsidiary corporations, as well as its and their officers, directors, shareholders and employees, from and against any and all claims, demands, liabilities, costs, fines, civil penalties, judgments, expenses (including, without limitation, court costs and reasonable attorneys' fees), damages and losses of whatsoever kind or nature (collectively and individually the "Claims"), that directly or indirectly relate to or are attributable to the Assets including, without limitation by enumeration, Claims with respect to all of the following: (i) the obligations, liabilities and duties assumed by Assignee in Section (a), above, and the operations and activities contemplated at Section (a), above; (ii) damage to or loss of property, natural resources or the environment, or bodily injury to, illness of or death of any persons, no matter the cause; and (iii) any condition(s) of or upon the Assets (including, without limitation, any condition which may be considered to be nuisance and/or which affects or threatens to affect the environment), whether or not it existed prior to the Valuation Date.

(c) The parties agree that, to the extent allowed by applicable law, the indemnity provisions of this Section 1 shall apply regardless of whether the applicable indemnitee was wholly or partially, actively or passively, negligent or otherwise at fault, and regardless of the theory of negligence or liability that may be imposed (including, but not limited to, liability for cleanup costs under federal Comprehensive Environmental Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or similar state statute).

2. Assignee acknowledges and agrees that, prior to its acceptance of this Assignment, it has been given adequate and timely access to and has had access to the Assets, Assignors records relating to the Assets, and public records regarding the Assets, and the Assignor has encouraged Assignee to conduct Environmental Assessment of the Assets (including a physical inspection of the Assets) and to review Assignor's records and public records regarding the Assets. By accepting this Assignment, Assignee agrees to accept responsibility and liability for the condition of or any condition upon the Assets (including, but not limited to, any condition which adversely affects or threatens to adversely affect the environment and natural resources), and Assignee hereby releases Assignor and its parent corporation, and its parent corporation's officers, directors, employees and servants, from any liability with respect thereto.

3. INDEPENDENT INVESTIGTION AND DISCLAIMER OF WARRANTY: Assignee, has relied solely on the basis of its own independent investigation of the Assets. Accordingly, Assignee agrees and hereby acknowledges that Assignor has not made, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THIS ASSIGMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO: (i) ANY REPRESENTATION, COVENANT OR WARRANTY OF TITLE AS TO THE ASSETS; (ii) ANY REPRESENTATION, OR WARRANTY CONCERING THE CONDITION OF THE ASSETS (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS); AND, (iii) ANY REPRESENTATION OR WARRANTY CONCERING ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCULDING, WITHOUT LIMITATION, THE EXSITENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE TIME). Assignee covenants that Assignee has inspected the Assets and accepts the same "AS IS, WHERE IS, AND WITH ALL FAULTS." Any covenants implied by statute or law by the use of the words "transfer," "grant," "bargain," "sell," "convey," "assign," or "deliver," or other similar words appearing in this instrument, are hereby expressly restrained, disclaimed, waived and negated. The parties hereto agree that, to the extent required by applicable law to be operative, the disclaimer of certain warranties contained in this Section are "conspicuous" disclaimers for the purpose of any applicable law, rule or order.

4. This Assignment is expressly made subject to the terms and conditions of that certain Offer to Purchase Letter Agreement dated June 1, 2001, by and between Wold Oil Properties, Inc., as Wold and Marathon Oil Company, as Marathon.

5. If any term or provision (or portion thereof) of this Assignment is held invalid, illegal or incapable of being enforced under any rule of law, all remaining conditions and provisions of this Assignment shall survive and remain in full force and effect to conform to the parties' intent.

6. Separate assignments of the Assets may be executed on official governmental (including Indian tribal) forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and

regulatory requirements. Those assignments shall be deemed to contain all of the terms and conditions of this Assignment as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignment(s) are the same, and not in addition to, the Assets conveyed hereunder.

7. This Assignment and the terms and obligations contained herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns, and shall constitute covenants running with the land.

8. All provisions herein are solely and exclusively for the benefit of Assignor and Assignee and their successor and assigns, and no other person shall be deemed a beneficiary or have standing to require the satisfaction of their terms.

9. This instrument has been executed by Assignor and Assignee in two duplicate originals, but they shall constitute but one assignment.

Execute on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

"ASSIGNOR"
MARATHON OIL COMPANY

By: _____
D. J. Stone, Attorney-In-Fact

THIS ASSIGNMENT AND ITS TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED BY ASSIGNEE:

ATTEST:

By: _____
Title: Secretary

(Seal)

"ASSIGNEE"
WOLD OIL PROPERTIES, INC.

By: _____
Peter I. Wold, President

Tax ID Number: 83-0260586

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

The forgoing instrument was acknowledged before me by D. J. Stone, as the Attorney-In-Fact of Marathon Oil Company, an Ohio corporation, on behalf of such corporation, this 3rd day of July, 2001.

WITNESS my hand and official seal.

PHYLLIS A. PACE
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires Feb. 28, 2004.

_____
Notary Public

My Commission Expires:
2-28-04

STATE OF WYOMING §
§
COUNTY OF NATRONA §

The foregoing instrument was acknowledged before me by Peter I. Wold, President of Wold Oil Properties, Inc., this 12th day of July, 2001.

WITNESS my hand and official seal.

CARLA HUBBARD - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires November 9, 2003

_____
Notary Public

My Commission Expires:
November 9, 2003

Exhibit "A"

The Leases

Attached to and by reference made a part of that certain Quitclaim Assignment and Bill of Sale dated effective June 1, 2001, by and between Marathon Oil Company, as Assignor, and Wold Oil Properties, Inc., as Assignee, insofar and only insofar as they cover the following described lands.

Federal / State Lease No. (MOC Lease No.)	Lessor	Lessee	Lease Date (Expiration Date)	Description	Footnotes
W-78476 segregated from W-49322 (WY-9716)	USA	Pete J. Kithas	February 13, 1975 (March 1, 1975)	T29N-R114W, 6th P.M. Section 9: N/2 Sublette Co., WY	1,2,3,4,5,6,
W-59398 (WY-9748)	USA	Fred D. Volz	July 20, 1977 (August 1, 1977)	T29N-R114W, 6th P.M. Section 18: NE/4 Section 20: All Sublette Co., WY	1,2,3,4,5,6
W-53107 (WY-9742)	USA	C. L. Scribner	December 9, 1975 (January 1, 1976)	T29N-R114W, 6th P.M. Section 30: E/2 Sublette Co., WY	7,8
W-60621 segregated from W-54162 (WY-9719)	USA	Patricia R. Pfenning	March 31, 1976 (April 1, 1976)	T29N-R114W, 6th P.M. Section 21: All Section 28: All Sublette Co., WY	1,2,3,4,5,6
76-0342 (WY-9738)	State of Wyoming	Chinook Roustabout Service, Inc.	April 12, 1976 (May 2, 1976)	T29N-114W, 6th P.M. Section 16: All Sublette Co., WY	1,2,3,4,5,6
W-54162 (WY-9741)	USA	Patricia R. Pfenning	March 31, 1976 (April 1, 1976)	T29N-R114W, 6th P.M. Section 29: All Sublette Co., WY	7,8

Federal / State Lease No. (MOC Lease No.)	Lessor	Lessee	Lease Date (Expiration Date)	Description	Footnotes
W-60620 segregated from W-54161 (WY-9718)	USA	Estelle C. Haefele	March 31, 1976 (April 1, 1976)	T29N-R114W, 6th P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE/4, SE/4 Section 7: E/2 Section 9: SE/4SE/4 Section 17: All Section 18: SE/4 Sublette Co., WY	1,2,3,4,5,6
W-54161 (WY-9740)	USA	Estelle C. Haefele	March 31, 1976 (April 1, 1976)	T29N-R114W, 6th P.M. Section 19: E/2 Sublette Co., WY	7,8

jm:ExA-Wold

32

FOOTNOTES TO EXHIBIT "A"

(Footnote:)

1. That certain unrecorded Unit Agreement for the Development and Operation of the Riley Ridge Unit Area, dated December 23, 1981, American Quasar Petroleum Co. of New Mexico as Unit Operator and Working Interest Owner and Amoco Production Company, et al, as Working Interest Owners.

2. That certain unrecorded Unit Operating Agreement Riley Ridge Unit Area, dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico as Unit Operator and Committed Working Interest Owner and Amoco Production Company, et al, as Non-Unit Operators and Committed Working Interest Owners, as amended.

3. That certain unrecorded Letter Agreement, Riley Ridge Unit Area, dated August 19, 1983, by and between American Quasar Petroleum Co. of New Mexico and Amoco Production Company, et al.

4. That certain unrecorded Second Amendment to Unit Operating Agreement Riley Ridge Unit Area, dated December 23, 1981, by and between Wolverine Exploration Company, as Unit Operator and Concise Oil and Gas Partnership, et al, as Working Interest Owners.

5. That certain unrecorded Participation Agreement dated August 31, 1999, by and between Wold Oil Properties, Inc., and Infinity Oil and Gas, Inc., covering the Riley Ridge Unit and ratified by Marathon Oil Company, et al., as amended.

6. That certain Agreement and Stipulation of Interests, surface to base of the Dakota Formation, Riley Ridge Unit, Sublette County, Wyoming, dated effective September 1, 1989, by and between Wolverine Exploration Company and Mesa Operating Limited Partnership, et al, as recorded in Book 85 at Page 171 of the official records of Sublette County, Wyoming.

7. That certain unrecorded Unit Agreement for the Development and Operation of the Lake Ridge Unit Area, dated August 21, 1980, by and between Exxon Corporation as Unit Operator and Working Interest Owner and TXO Production Corp., et al, as Working Interest Owners.

8. That certain unrecorded Unit Operating Agreement Lake Ridge Unit Area, dated August 21, 1980, by and between Exxon Corporation as Unit Operator and Committed Working Interest Owner and TXO Production Corp., et al, as Non-Unit Operator and Committed Working Interest Owners.

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of April, XX 2001, by and between Thomas A. Gilbertson, a married man dealing in his sole and separate property

Whose post office address is 216 Sandringham North, Morago, CA 94556, hereinafter called Lessor (whether one or more) and Donald B. Anderson Ltd. whose post office address is 6300 S. Syracuse Way, Suite 470, Englewood, CO 80111, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More (10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

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

285270

RECORDED July 17 2001 9:10 AM
IN BOOK 119 Misc PAGE 34
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

and containing 685.45 acres, more or less. /Three (3) /March 31, 2001

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

X Thomas A. Gilbertson

Thomas A. Gilbertson, a married man

dealing in his sole and separate property

S.S. #396-36-0525

STATE OF California
COUNTY OF Contra Costa } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of April, XX 2001 personally appeared Thomas A. Gilbertson, a married man dealing in his sole and separate property and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 6, 2003

ALEXANDER COPELAND
COMM. #1216917
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires May 6, 2003

Alexander Copeland
Notary Public.

Address: 1480 Moraga Rd, Calif. 94556

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM _____

TO _____

_____, 19____

_____ County.

Dated _____

No. Acres _____

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"

This Exhibit "A" is attached hereto and made a part hereof of that certain Oil and Gas Lease dated April 24th, 2001, between Thomas A. Gilbertson, a married man dealing in his sole and separate property, 216 Sandringham North, Moraga, California 94556, as Lessor, and Donald B. Anderson Ltd., 6300 South Syracuse Way, Suite 470, Englewood, Colorado 80111, as Lessee, covering the following lands, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 11: SW/4NW/4, NW/4SW/4, SE/4SW/4, S/2SE/4

LESS AND EXCEPT: All that part of the SW/4NW/4 lying within the boundaries of a metes and bounds description, more particularly described as follows: Beginning at the northeast corner of said parcel, said corner lying S 0 degrees 13 minutes 12 seconds E, 31.86 feet from the northeast corner of said SW/4NW/4 of Section 11, T29N, R112W, and being in the centerline of 80 foot wide Sublette County Road No. 23-151; thence from said northeast corner and point of beginning S 0 degrees 13 minutes 12 seconds E, 1109.88 feet along the east boundary of said parcel to the southeast corner thereof; thence along the south line of said parcel S 85 degrees 38 minutes 01 seconds W, 827.50 feet to an angle point: thence N 58 degrees 20 minutes 33 seconds W, 1048.59 feet along the southerly line thereof to a point and intersection with the centerline of said County Road No. 23-151; thence N 79 degrees 06 minutes 38 seconds E, 51.91 feet along said centerline to an angle point; thence N 65 degrees 25 minutes 57 seconds E, 82.24 feet along the centerline of said road to an angle point; thence N 20 degrees 52 minutes 47 seconds W, 427.92 feet along the westerly line of said parcel and the centerline of a 20 foot wide easement for use at sellers discretion, to an angle point; thence N 77 degrees 02 minutes 50 seconds E, 429.59 feet along said easement centerline and northerly line of said parcel to an angle point; thence N 0 degrees 22 minutes 31 seconds W, 194.50 feet along the westerly line of said parcel and the west line of said SW/4NW/4 of Section 11 to the northwesterly corner thereof; thence S 86 degrees 31 minutes 45 seconds E, 764.57 feet along the north line of said parcel and the north line of said SW/4NW/4 of Section 11, to an angle point; thence S 23 degrees 35 minutes 36 seconds W, 327.60 feet along the easterly line of said parcel to a point and intersection with the centerline of said Sublette County Road No. 23-151; thence N 70 degrees 30 minutes 25 seconds E, 591.41 feet along said centerline and northerly line of said parcel to an angle point; thence N 74 degrees 29 minutes E, 138.67 feet along the centerline of said road and northerly line of said parcel to the point of beginning, 32.386 acres, more of less.

LESS AND EXCEPT: Part of the SW/4NW/4, more particularly described as follows: Beginning at the northeasterly corner of the parcel being described and also said SW/4NW/4 of Section 11; thence along the easterly line of said parcel and also said SW/4NW/4 of Section 11, S 0 degrees 13 minutes 12 seconds E, 31.86 feet to the southeasterly corner of said parcel and a point in an intersection with the centerline of 80 feet wide South Piney County Road No. 23-151; thence along the southerly line of said parcel and the centerline of said County Road, S 74 degrees 29 minutes W, 138.67 feet to a point; thence S 70 degrees 30 minutes 25 seconds W, 591.41 feet to the southwesterly corner of said parcel; thence along the westerly line of said parcel, N/23 degrees 35 minutes 36 seconds E, 327.60 feet to the northwesterly corner of said parcel and a point in an intersection with the northerly line of said SW/4NW/4, Section 11; thence along the northerly line of said parcel and also said SW/4NW/4, Section 11. S 86 degrees 31 minutes 45 seconds E, 560.89 feet to the point of beginning, 2.168 acres, more or less.

Section 12: S/2SW/4, SW/4SE/4
Section 13: W/2NE/4, NW/4, N/2SW/4
Section 14: N/2NE/4

containing 685.45 acres, more or less

Notwithstanding anything to the contrary, whenever the royalty fraction of one-eighth (1/8th) appears herein, it shall be fifteen percent (15%) for the purpose of the Lease. The lesser interest provisions shall be applicable to this increased royalty.

SIGNED FOR IDENTIFICATION:

Thomas A. Gilbertson, a married man dealing in his sole and separate property

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

285272

OIL AND GAS LEASE

RECORDED July 17 2001 9:30 AM
IN BOOK 119 OAG PAGE 37
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, ALPINE, WYOMING By Cathy Tuttle

AGREEMENT, Made and entered into the 16 day of May, 2001, by and between Milleg Partnership, a Wyoming Partnership, composed of the General Partners of Bill M. Milleg and Sandra Milleg, Trustees, of the Bill M. Milleg Living Trust, dated January 9, 1996; Bill M. Milleg and Sandra Milleg, Trustees, of the Sandra Milleg Living Trust, dated January 9, 1996; Helen M. Milleg, Trustee, of the Helen M. Milleg Living Trust, dated January 9, 1996; Helen M. Milleg, Trustee, of the Bill C. Milleg Living Trust, dated January 9, 1996 whose post office address is P.O. Box 704, Big Piney, Wyoming 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:

Township 30 North, Range 112 West, 6th P.M.
Section 35: E/2NE/4, less and except 2.50 acres more or less, a tract more particularly described in Warranty Deed, recorded in Book 25, Page 567.
Section 36: N/2NE/4, N/2NW/4, SE/4NW/4, SW/NW/4, less and except, 6.446 acres more particularly described as Tract #1 and #2 of Milleg Heights Subdivision and Parcel 3 described by Metes and Bounds in Warranty Deed recorded at Book 10, Page 45.

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 and 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 311.05 acres, whether 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-SEVENTH (1/7) 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-seventh of the gas sold or used, provided that on gas sold the royalty shall be one-seventh 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 a royalty of ONE-SEVENTH (1/7) 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 ninety (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 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 agency 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 royalty payments to be made hereunder to Lessor, 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 or 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.

Bill M. Milleg

Bill M. Milleg, General Partner
Tax ID# 83-0189450

Sandra Milleg

Sandra Milleg, General Partner
Tax ID# 83-0189450

Helen M Milleg

Helen M. Milleg, General Partner
Tax ID# 83-0189450

Tax ID#

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 7th day of May, 2001, personally appeared Milleg Partnership, a Wyoming Partnership, composed of the General Partners of Bill M. Milleg and Sandra Milleg, Trustees, of the Bill M. Milleg Living Trust, dated January 9, 1996; Bill M. Milleg and Sandra Milleg, Trustees, of the Sandra Milleg Living Trust, dated January 9, 1996, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: NOV. 08, 2003

Amber Hammer
Notary Public
Address PO Box 4385 Marbleton WY 83113

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

STATE OF Wyoming)
)SS
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of May, 2001, personally appeared Milleg Partnership, a Wyoming Partnership, composed of the General Partners of Helen M. Milleg, Trustee, of the Helen M. Milleg Living Trust, dated January 9, 1996, Helen M. Milleg, Trustees, of the Bill C. Milleg Living Trust, dated January 9, 1996, 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: NOV. 08, 2003

Amber Hammer
Notary Public
Address PO Box 4385 Marbleton WY 83113

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated May 16, 2001 by and between Milleg Partnership, a Wyoming Partnership, composed of the General Partners of Bill M. Milleg and Sandra Milleg, Trustees, of the Bill M. Milleg Living Trust, dated January 9, 1996; Bill M. Milleg and Sandra Milleg, Trustees, of the Sandra Milleg Living Trust, dated January 9, 1996; Helen M. Milleg, Trustee, of the Helen M. Milleg Living Trust, dated January 9, 1996; Helen M. Milleg, Trustee, of the Bill C. Milleg Living Trust, dated January 9, 1996, LESSOR and Gundry-White Properties, LLC, LESSEE.

1.) Without the prior written consent of the LESSOR, no well shall be located within 300 feet of the dwellings on the leased premises.

2.) When Lessor is entitled to a release hereunder, Lessee shall be obligated to prepare, execute and file same of record in the public records of Sublette County, Wyoming. If Lessee fails to record such release, then Lessor may demand same in writing, and Lessee shall thereafter record same within thirty (30) days of receiving such written demand. If Lessee fails to record such release, following such written demand, then Lessee shall pay a penalty to Lessor of $500.00 and $10.00 for every day thereafter that such failure continues, not to exceed a total penalty of $1,000.00

3.) Prior to locating and building any drillsites, access roads and/or pipelines on the leased premises, LESSEE shall consult with LESSOR and wherever possible LESSEE shall avoid fragile productive farm or pasturelands.

4.) Lessee shall not have the right to the use of Lessors state permitted direct flow water without Lessor's prior written consent. Lessee shall conduct its operations so as to reasonably protect surface and subsurface fresh waters from contamination.

5.) Any water well of Lessor damaged by Lessee's operation shall be repaired or replaced by Lessee within a reasonable period of time.

SIGNED FOR IDENTIFICATION

Bill M. Milleg
Bill M. Milleg

Sandra Milleg
Sandra Milleg

Helen M Milleg
Helen M. Milleg

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 16 day of May, 2001, by and between J. R. Kvenild, aka John Robert Kvenild, as his sole and separate property, whose post office address is 337 Sunflower Street, Casper, Wyoming, 82605-3805, 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 30 North, Range 112 West, 6th P.M.
Sec. 28: N/2N/2, S/2NW/4, S/2
Sec. 29: NE/4NE/4, S/2NE/4, SE/4

285273

RECORDED July 17 2001 9:30AM
IN BOOK 119 Misc PAGE 40
FEES $ 8.00 COUNTY Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

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 and 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 840.00 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 or 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-SEVENTH (1/7) 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-seventh of the gas sold or used, provided that on gas sold the royalty shall be one-seventh 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 a royalty of ONE-SEVENTH (1/7) 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 ninety (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 operations 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 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 agency 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 royalty payments to be made hereunder to Lessor, 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.

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 or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, 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.

[redacted] [redacted] [redacted]

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.

J. R. Kvenild, aka John Robert Kvenild

Tax ID # ~~520-58-4967~~ 520-44-8753

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming)
)SS
COUNTY OF Natrona)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of May, 2001, personally appeared J. R. Kvenild, aka John Robert Kvenild, as his sole and separate property, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: Dec. 13, 2002

Mary J. Kampa
Notary Public
Address 4085 C4 AVE
Casper, Wy 82604

NOTARY PUBLIC
MARY J. KAMPA
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Dec. 13, 2002

582521

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 16 day of May, 2001, by and between J. R. Kvenild, aka John Robert Kvenild, as his sole and separate property, whose post office address is 337 Sunflower Street, Casper, Wyoming, 82605-3805, 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:

RECORDED July 17 2001 9:30 AM
IN BOOK 119 B+G PAGE 42
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

Township 30 North, Range 112 West, 6th P.M.
Sec. 20: E/2SE/4
Sec. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
Sec: 22: NW/4SW/4

285274

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 and 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 720.00 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 or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal ONE-SEVENTH (1/7) 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-seventh of the gas sold or used, provided that on gas sold the royalty shall be one-seventh 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 a royalty of ONE-SEVENTH (1/7) 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 ninety (90) days from the date such well is shut in or dewatering continuously 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 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 agency 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 royalty payments to be made hereunder to Lessor, be based upon production only as so allocated. Lessee 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 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 or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, 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.

[redacted] [redacted] [redacted]

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.

J. R. Kvenild, aka John Robert Kvenild JR
Tax ID # ~~520-58-4967~~ 520-44-8753

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming)
}ss
COUNTY OF Natrona)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of May, 2001, personally appeared J. R. Kvenild, aka John Robert Kvenild, as his sole and separate property, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: Dec. 13, 2002

Mary J. Kampa
Notary Public
Address 4085 Cy Ave.
Casper, Wy 82604

NOTARY PUBLIC
MARY J. KAMPA
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Dec. 13, 2002

52251

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. 01-00194
Lessee:	Contex Energy Company
Dated:	effective April 2, 2001
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6th P.M. Section 16: S½ containing 320.00 gross/320.00 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 14 day of June, 2001.

285275
RECORDED July 17 2001 9:50AM
IN BOOK 119 OPR 6 PAGE 44
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Guston

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 14 day of June, 2001.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 01/24/2005

_____
Notary Public: Elly Barnes
Address: 11412 W. Prentice Drive
Littleton, CO 80127

76434-000

[redacted] [redacted] [redacted]

32

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. 01-00195
Lessee:	Contex Energy Company
Dated:	effective April 2, 2001
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 32 NORTH, RANGE 113 WEST, 6th P.M. Section 16: All containing 640.00 gross/640.00 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 14 day of June, 2001.

285276

RECORDED July 17 2001 9:50 AM
IN BOOK 119 O+G PAGE 45
FEES $6.00 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 14 day of June, 2001.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

Elly Barnes

Notary Public: Elly Barnes
Address: 11412 W. Prentice Drive
Littleton, CO 80127

76435-000

AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of July 3, 2001, is between McMURRY ENERGY COMPANY, a Delaware corporation ("Debtor"), with an address at 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202, and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo Texas"), in its capacity as agent for itself and for Wells Fargo Bank Minnesota, National Association, with an address at MAC #C7301-046, 1740 Broadway, Denver, Colorado 80274. Wells Fargo Texas, acting in the above-described capacity as agent, is herein called "Secured Party".

RECITALS

A. Debtor executed and delivered to Secured Party a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of April 12, 2001 (the "Mortgage"). The Mortgage was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	04/24/01	117 O&G	470

B. Unless otherwise defined herein, terms defined in the Mortgage shall have the same meanings when used herein.

C. Secured Party and Debtor desire that the Mortgage be amended as set forth herein.

AMENDMENT

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 that the Mortgage shall be amended as follows:

1. The following shall be added at the bottom of the cover page of the Mortgage: THIS INSTRUMENT COVERS "AS-EXTRACTED COLLATERAL".

2. The page attached hereto and designated Exhibit "A" shall be added to Exhibit "A" attached to the Mortgage and shall be deemed to be a part of Exhibit "A" attached to the Mortgage. All references herein and in the Mortgage to terms defined, in whole or in part, directly or indirectly, by reference to Exhibit

285319

RECORDED July 19 2001 8:35 AM
IN BOOK 119 O&G PAGE 46
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

Pages 46 - 49 are duplicated

"A" attached to the Mortgage (including without limitation the "Collateral", "Hydrocarbons", the "Land" and the "Interests") shall be deemed to refer to Exhibit "A" to the Mortgage, as amended as described above.

GRANT

Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys, and grants a security interest in, the Collateral (as defined in the Mortgage, as amended hereby) to Secured Party, WITH POWER OF SALE, 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.

TO HAVE AND TO HOLD the Collateral to Secured Party and its successors and assigns forever, for the security and benefit of Secured Party and its successors and assigns.

MISCELLANEOUS

This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Secured Party, including, without limitation, the any and all other banks, lending institutions and parties which may now or hereafter hold any of the notes or other documents evidencing any of the Obligations or any interest therein. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest upon the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years after the date of execution and delivery of this Instrument. Debtor hereby ratifies, confirms and adopts the Mortgage, as amended hereby.

EXECUTED as of the date first above written.

MCMURRY ENERGY COMPANY

By: _____
Alah E. Falenski,
Vice President-Corporate
Planning/Finance

WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, AS AGENT

By: _____
Michael M. Logan,
Vice President

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

The foregoing instrument was acknowledged before me this 3rd day of July, 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.

Notary Public

My commission expires: 11-30-2002

(SEAL)

My Commission Expires 11/30/2002

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

The foregoing instrument was acknowledged before me this 3rd day of July, 2001, by Michael M. Logan, as Vice President of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for itself and for Wells Fargo Bank Minnesota, National Association, on behalf of said national banking association, acting in said capacity. Witness my hand and official seal.

Notary Public

My commission expires: 11-30-2002

(SEAL)

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

LESSOR: USA WYW-118148

LESSEE: R. K. O'Connell

DATE: 12/1/89

BOOK/PAGE: 115/23

DESCRIPTION:

T. 30 N., R. 107 W.

Section 31: SW/4NE/4.

WELL	WORKING INTEREST	NET REVENUE INTEREST
Rainbow #7-31	33.00%	25.74%

46 A

Form 3003-3
(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 FEB 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.
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* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-111-West Section 11: S/2NW/4, N/2SW/4, SE/4SW/4 Section 14: E/2W/2 containing 360 acres, more or less 285335	100%	100%	none	none	7.5% ORRI

RECORDED July 19 2001 4:50 PM
IN BOOK 119 OR 6 PAGE 46
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Eaton

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 for land description indicated on reverse of this form.

Assignment approved effective MAR 1 2001

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

LAND LAW EXAMINER — (Title)
MAY 3 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.

In the event Assignee shall at any time desire to surrender any or all of the Subject Leases or allow said leases to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest.

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 26th day of January, 2001

Name of Assignor as shown on current lease: Aztec Energy Corporation (Please type or print)

Assignor By: Dan C. Perry (Signature)
or Dan C. Perry, President
Attorney-in-fact _____ (Signature)

7801 Broadway, Suite 200
(Assignor's Address)
San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 7th day of February, 2001

Shama Zoe Limited Partnership

Assignee By: Gilman A. Hill (Signature)
or Gilman A. Hill, General Partner
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 (BW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

K:\DCP\AZTEC\ALPINE\Assignments\lang.mem

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

Attached to Assignment of Record Title from
Aztec Energy Corporation to Shama Zoe Limited Partnership

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 2le day of January 2001, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Amy R. Haas
NOTARY PUBLIC, State of Texas

My Commission Expires:

10-05-03

Amy R. Haas
(Printed Notary Name)

AMY R. HAAS
MY COMMISSION EXPIRES
October 5, 2003

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 FEB 16 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: 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* Shama Zoe Limited Partnership
   Street 7128 S. Poplar Lane
   City, State, ZIP Code Englewood, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description (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-111-West Section 24: All Section 25: All Section 26: All containing 1,920 acres, more or less	100%	100%	none	none	7.5% ORRI

285336

RECORDED July 19 2001 4:15pM
IN BOOK 119 Of 6 PAGE 49
FEES $ 10.00 Mary L Gilbert 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 MAR 1 2001

☐ Assignment approved for attached land description

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

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

LAND LAW EXAMINER
(Title)

MAY 3 2001
(Date)

needed.

In the event Assignee shall at any time desire to surrender any or all of the Subject Leases or allow said leases to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest.

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 26th day of January, 2001

Name of Assignor as shown on current lease: Aztec Energy Corporation
Please type or print

Assignor By: Dan C. Perry
or Dan C. Perry, (Signature) President
Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Assignor's Address)
San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 7th day of February, 2001

Shana Zoe Limited Partnership

Assignee By: Gilman A. Hill
or Gilman A. Hill (Signature) General Partner
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 (WW-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

Attached to Assignment of Record Title from
Aztec Energy Corporation to Shama Zoe Limited Partnership

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 26 day of January, 2001, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Amy R. Haas
NOTARY PUBLIC, State of Texas

My Commission Expires:

10-05-03

Amy R. HAAS
(Printed Notary Name)

AMY R. HAAS
MY COMMISSION EXPIRES
October 5, 2003

pages 59-70
are not used.

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

285371

RECORDED July 23 2001 11:05AM
IN BOOK 119 Misc PAGE 71
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between GARY ANDERSON FELL, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 22 day of JUNE, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

GARY ANDERSON FELL

By: _____

EXECUTED BY ASSIGNEE THIS 11 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 22 day of JUNE, 2001, by GARY ANDERSON FELL.

My Commission Expires:

12-30-01

_____
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 4 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Patty Richardson
Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059303
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

285372

RECORDED July 03 2001 11:05AM
IN BOOK 119 P26 PAGE 77
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between JANET ANDERSON LOEFFLER, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 22 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

JANET ANDERSON LOEFFLER

By: _____

EXECUTED BY ASSIGNEE THIS 12 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 22nd day of June, 2001, by JANET ANDERSON LOEFFLER.

My Commission Expires:
March 3, 2004

_____
Notary Public

KAREN SKILLERN
MY COMMISSION EXPIRES
MARCH 3, 2004

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 6 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

80

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059303
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

285373

RECORDED July 03 2001 11:05AM
IN BOOK 119 816 PAGE 83
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between NANCY ANDERSON OLSON, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 19 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

NANCY ANDERSON OLSON

By: Nancy Anderson Olson

EXECUTED BY ASSIGNEE THIS 6 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: Michael E. Cuba
Michael E. Cuba
Denver District Land Manager

STATE OF South Dakota)
) ss.
COUNTY OF Pennington)

This instrument was acknowledged before me this 19th day of June, 2001, by NANCY ANDERSON OLSON.

My Commission Expires: .

Judy K. Fonder
Notary Public

JUDY K. FONDER, Notary Public
Pennington County, South Dakota
My Commission Expires May 16, 2005

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 6 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Sonat Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:

My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059303
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

285374

RECORDED July 23 2001 11:05 A
IN BOOK 119 D&G PAGE 89
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 15th day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between PAYTON VICTOR ANDERSON, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 11th day of JUNE, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

PAYTON VICTOR ANDERSON

By: _____

EXECUTED BY ASSIGNEE THIS 4 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 11th day of JUNE, 2001, by PAYTON VICTOR ANDERSON.

My Commission Expires:

12-30-2001

_____
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 6 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:

My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Patty Richardson
Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059393
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

RECORDED July 23 2001 11:05AM
IN BOOK 119 Orig PAGE 95
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachau

STATE OF WYOMING §
§ **285375**
COUNTY OF SUBLETTE §

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between PAUL DONALD ANDERSON, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 11th day of JUNE, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

PAUL DONALD ANDERSON

By: Paul Donald Anderson

EXECUTED BY ASSIGNEE THIS 6 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: Michael E. Cuba
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 11th day of JUNE, 2001, by PAUL DONALD ANDERSON.

My Commission Expires:

12-30-2001

Janice Stapp Anderle
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 6 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:

My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Patty Richardson
Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059393
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

RECORDED July 23 2001 11:05AM
IN BOOK 119 OAG PAGE 101
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

285376

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between W. D. ANDERSON & SONS, a partnership, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 11th day of JUNE, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

W. D. ANDERSON & SONS

By: _____

EXECUTED BY ASSIGNEE THIS 6 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 11th day of JUNE, 2001, by PAYTON V ANDERSON as PARTNER for W. D. Anderson & Sons, a partnership.

My Commission Expires:

12-30-2001

_____
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 12 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Patty Richardson
Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059393
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

285377

RECORDED July 23 2001 11:05 AM
IN BOOK 119 B+6 PAGE 107
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Gordon

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between KAREN SUE ANDERSON, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

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TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 18 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

KAREN SUE ANDERSON

By: Karen Sue Anderson

EXECUTED BY ASSIGNEE THIS 4 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 18 day of JUNE, 2001, by KAREN SUE ANDERSON.

My Commission Expires:

12-30-01

Janice Stapp Anderle
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 12 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
My Commission Expires 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

Patty Richardson
Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059303
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE

RECORDED July 23 2001 11:05a.m.
IN BOOK 119 DOAS PAGE 113
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

STATE OF WYOMING §
§ **285378**
COUNTY OF SUBLETTE §

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of June, 2001, and is effective at 7:00 a.m. MT May 1, 2001 (the "Effective Time") by and between KENNETH DONALD ANDERSON, whose address is P.O. Box 136, Midland, Texas 79702 (herein called "Assignor"), and STONE ENERGY, L.L.C., a Delaware limited liability company, with an office at 1670 Broadway, Suite 2800, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, RELEASE, RELINQUISH and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells and all rights thereto. Assignor is entitled to retain a copy of said Records if it so desires.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Limited Warranty: WITH THE EXCEPTION THAT ASSIGNOR WARRANTS AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, THAT ASSIGNOR HAS GOOD AND MARKETABLE TITLE AS TO THE LEASES FREE AND CLEAR OF ALL LIENS AND MORTGAGE ENCUMBRANCES, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

2. Proration of Taxes. All taxes (including but not limited to, income taxes, excise taxes, state severance taxes, ad valorem taxes, Tribal taxes and any other local, state or federal taxes or assessments, hereinafter "Taxes") attributable to the Properties or any part thereof prior to the Effective Time, shall remain Assignor's responsibility, and all deductions, credits and refunds pertaining to the aforementioned Taxes, attributable to the Properties or any part thereof prior to the Effective Time, no matter when received, shall belong to Assignor. All Taxes attributable to the Properties or any part thereof on and after the Effective Time shall be Assignee's responsibility and all deductions, credits, and refunds pertaining to the aforementioned Taxes attributable to the Properties or any part thereof on and after the Effective Time, no matter when received, shall belong to Assignee. Ad valorem and production taxes based on ownership of or calculated by reference to production shall be treated as attributable to the Properties before and after the Effective Time based on the number of days during the year within each period.

3. Brokers' Fees. Assignor and Assignee each agrees to indemnify and hold the other harmless from and against any claims or causes of action with respect to any commissions, finders' fees, or other remuneration due to any broker, agent, or finder claiming by, through, or under such party.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Observance of Laws: This Assignment is made by Assignor and accepted by Assignee subject to all applicable laws, ordinances, rules and regulations.

6. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

7. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

8. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

9. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment.

EXECUTED BY ASSIGNOR THIS 22 day of JUNE, 2001 to be effective in all respects as of the Effective Time.

ASSIGNOR:

KENNETH DONALD ANDERSON

By: Kenneth Donald Anderson

EXECUTED BY ASSIGNEE THIS 12 day of June, 2001 to be effective in all respects as of the Effective Time.

ASSIGNEE:

STONE ENERGY, L.L.C.

By: _____
Michael E. Cuba
Denver District Land Manager

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 22 day of JUNE, 2001, by KENNETH DONALD ANDERSON.

My Commission Expires:

12-30-01

Janice Stapp Anderle
Notary Public

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 12 day of June, 2001, by Michael E. Cuba, as Denver District Land Manager for Stone Energy, L.L.C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
My Commission Expires 02-01-2005

PATTY RICHARDS NOTARY PUBLIC STATE OF COLORADO

Notary Public

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LESSOR:	USA WYW-059303
LESSEE:	Karen V. Martin
EFFECTIVE DATE:	July 1,1977
RECORDING DATA:	Book 96, Page 548
LEGAL DESCRIPTION:	Township 27 North, Range 112 West, 6th P.M.
	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS:
	Section 24: Lot 3 (also described as NE/4NW/4)
	As to all depths and formations

[redacted] [redacted] [redacted]

EXHIBIT "B"

WELL NAME:	Federal 2-24
OPERATOR:	Stone Energy, L.L.C.
SPACING UNIT:	W/2 Section 24, Township 27 North, Range 112 West Sublette County, Wyoming

RECORDED July 03 2001 12:15PM
IN BOOK 119 OF G PAGE 119
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

285385

LEASE NO.: 01-00397

PARCEL NO.: 514

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Prima Oil and Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 Acres All Section 36, Township 29 N., Range 107 W., 6th P.M.

County: Sublette **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 June, 2001 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Clint Beaver

Director,
Office of State Lands and Investments

LESSEE: G. WALTER LUNSFORD, ATTORNEY-IN-FACT

Address: 1099 18th St., Suite 400

City: Denver State: CO Zip: 80202

Telephone No. 303-297-2300

[redacted] [redacted] [redacted]

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon 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 [redacted] and in accordance with the rules of the Board of Land Commissions insofar as the surface [redacted] for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

[redacted]

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 28th day of June, 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.

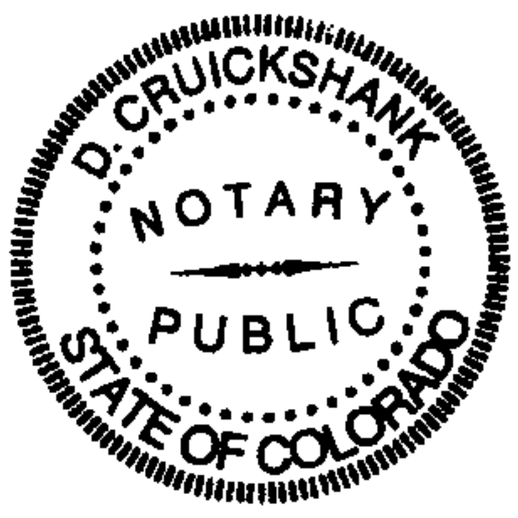
MY COMMISSION EXPIRES:

January 14, 2003

NOTARY PUBLIC

D. Cruickshank

D. Cruickshank
1099 18th Street, Suite 400, Denver, CO 80202



STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

ASSIGNMENT AND BILL OF SALE

285413

RECORDED July 23 2001 4:30 PM
IN BOOK 119 OPG PAGE 122
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, WILLIS ENTERPRISES CORP., a Texas corporation, having offices at 1129 Kiowa Dr., Lake Kiowa, Texas 76240, herein collectively called "Assignor" , in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign, and transfer unto WILLISCHILD OIL & GAS CORP, whose address is 904 G ST. Snyder, Oklahoma. 73566, herein called "Assignee", the following interests:

1. One-half (1/2) of Assignor's right, title and interest in and to the leases (whether one or more), force pooled interests, interests acquired under contracts, and the lands covered thereby (the "Leases"), more fully and completely described on Exhibit"A" attached hereto and made a part hereof, together with the rights incident thereto and made a part hereof, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said Leases (herein after collectively referred to as the "Property"); AND for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign, and transfer unto Assignee all of Assignor's right, title, and interest in and to the wells located upon the Leases, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and spacing unit which includes any portion thereof, together with all casing, leasehold equipment, and personal property in or on or used in connection with said well or wells, AS IS, AND WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED;

2. One-half (1/2) of Assignor's working interest (leasehold) in the production of oil, gas, or other minerals; of Assignor's royalties, overriding royalties, production payments, rights to take royalties in kind, or other interest; of Assignor to retain one-half (50%) of the royalties, overriding royalties, and production payments owned of record by Assignor.

3. One-half (1/2) of Assignor's interest derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations; and

4. One-half (1/2) of Assignor's interest in all rights-of-way, easements, servitudes and franchises acquired or used in connection iwht operations for the exploration and production of oil, gas or other minerals, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

1. Assignee hereby agrees to assume its proportionate part of any and all terms and provisions of the Leases and any and all existing royalties, excess royalties, overriding royalty interests or other burdens out of production with which said Leases may be burdened.

2. Assignee hereby agrees that it has inspected the lands, wells, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. As used in this paragraph 2 and the lettered subparagraphs hereunder, "claims" shall include claims, demands, causes of action liabilities, damages, penalties and judgments of any kind of character and all costs and fees in connection therewith, including attorneys fees.
   a) .Assignee shall (i) upon closing, but effective as of the effective date hereof, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property) and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims asserted against Assignor prior to the effective date hereof; and

   b) Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or to

the environment, or for any other claims arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the interests conveyed herein, or condition of the Property, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the effective date hereof, whether or not any such claims result from conditions, actions or inactions at or before the effective date hereof.

c) Notwithstanding anything to the contrary herein, Assignee assumes all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances accrued.

3. Assignor and Assignee hereby agree, represent, and confirm that they are not related to one another as affiliates, subsidiaries, parents, agents or otherwise and that the Property is being conveyed hereunder pursuant to an arms-length transaction.

It is the Intent of Assignor to convey and this Assignment hereby conveys to Assignee subject to the reservations and conditions herein contained, 50% of Assignor's right, title, and interest on the effective date hereof in and to the Property, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Property subsequent to the effective date of this Assignment.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is WITHOUT WARRANY OF TITLE, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 1st day of JULY, 2001.

ATTEST: [redacted]

ASSIGNOR:

WILLIS ENTERPRISES CORP.,
Texas Corporation

STATE OF TEXAS)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 17th day of JULY 2001, by on behalf of WILLIS ENTERPRISES CORP. a Texas Corporation.

Notary Public in and for the State of ~~Oklahoma~~ Texas Commission Expires 10-1-02

ATTEST:

ASSIGNEE:

WILLISCHILD OIL & GAS CORP.,
OKLAHOMA CORPORATION

STATE OF KIOWA)
)SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 11th day of JULY 2001, by JACKIE D. WILLIS on behalf of WILLISCHILD OIL & GAS CORP., a OKLAHOMA CORPORATION.

Kiowa County

Notary Public in and for the State of OKLAHOMA Commission Expires 1-29-01

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE EFFECTIVE JULY 1, 2001, BY AND BETWEEN WILLIS ENTERPRISES CORPORATION, AS ASSIGNOR, AND WILLISCHILD OIL & GAS CORPORATION, AS ASSIGNEE.

Federal 2-24
Bird Canyon Field
Sublette County, Wyoming

LEASE:

1. Lease No. W-61473 dated January 1, 1978, from the United States of America, as Lessors, to Rainbow Resources, Inc., as Lessee, recorded in Book 59 of Oil and Gas at Page 85.

LANDS:

1. SE/4 of the NW/4 of Section 24, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

2. E/2 of the SW/4 of Section 24, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

- This assignment exclude the well bore of Federal 2-24

END OF EXHIBIT "A"

ASSIGNMENT OF MINERAL INTEREST

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **Mary Anne Gajewskey Clay** (also known as Mary Anna Gajewskey Clay), hereby assigns to **Steven B. Allred** and **Mary Anna G. Clay,** Trustees of **The 1996 Allred-Clay Family Trust** (created by declaration of trust dated November 20, 1996), or successor in trust, all of her right, title and beneficial interest accrued or to accrue by virtue of the Assignment of mineral interest pursuant to the assignment dated April 19, 2000, between Brenda Coover, as Trustee of the William Coover Trust Agreement dated July 21, 1998, as amended, and Mary Anne Gajewskey Clay (a copy of which is attached hereto as Exhibit 'A').

WITNESS the hand of said Assignor, this 6th day of June, 2001.

Mary Anne Gajewskey Clay, Assignor

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

On the 6th day of June, 2001, personally appeared before me, **Mary Anne Gajewskey Clay** (also known as Mary Anna Gajewskey Clay), Assignor, the signer of the above instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

Notary Public
JENESSA LABRUM
5838 Holstein Way
Salt Lake City, Utah 84107
My Commission Expires
February 17, 2004
State of Utah

285414

RECORDED July 23 2001 4:40PM
IN BOOK 119 OF 6 PAGE 125
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

[redacted] [redacted] [redacted]

Exhibit 'A'

ASSIGNMENT

THIS ASSIGNMENT, made and entered into this the 19th day of April, 2000, by and between **BRENDA COOVER**, as Trustee of the William Coover Trust Agreement dated July 21, 1998, as amended (hereinafter referred to as "Assignor"), and **MARY ANNE GAJEWSKEY CLAY** (hereinafter referred to as"Assignee").

W I T N E S S E T H:

WHEREAS, the property described below vested in William Coover, deceased, by way of an assignment from Corpus Investments, Inc., a Texas corporation, to the said William Coover dated July 12, 1982; and

WHEREAS, William Coover died testate on September 29, 1999, a resident of the State of Kentucky; and

WHEREAS, William Coover's Last Will and Testament provided for the residuary of his estate to pass to the William Coover Trust dated July 21, 1998 (the "William Coover Trust"); and

WHEREAS, the Second Amendment to the William Coover Trust provides in Article II, Paragraph B, Subparagraph 10 that the property described below shall be distributed to **Mary Anne Gajewsky Clay** discharged of trust.

NOW, THEREFORE, in compliance with the terms of the William Coover Trust, as amended, the Assignor does hereby sell, transfer, assign, set over and convey unto the said Assignee, her heirs, personal representatives and assigns, all of its right, title and interest in and to any and all minerals owned by it under the following described lands situated in Sublett County, Wyoming, to-wit:

Township 31 North, Range 109 West:

Section 14, S ½ of NW ¼, SW ¼
Section 15, Lots 7, 8, S ½ of SW ¼, SE ¼
Section 22, NW ¼, E ½
Section 23, All
Section 24, W ½ of SW ¼
Section 26, All
Section 27, E ½ of NE ¼
Section 35, N ½ of NE ¼

279003

RECORDED June 12, 00 10-9:30AM
IN BOOK 115 O+G PAGE 442
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy S

totalling 2537.32 acres, more or less, together with all rights and privileges thereunder or appurtenant thereto, subject, however, to any subsisting oil, gas and mineral lease covering such minerals.

TO HAVE AND TO HOLD said minerals under the above described land unto the said Assignee, her heirs, personal representatives and assigns forever.

This conveyance is subject to that certain Trust Letter of June 6, 1980.

IN WITNESS WHEREOF, this Assignment is executed as of the day and year first hereinabove written.

ATTEST:

William Coover Trust Dated July 21, 1998

By: _____
Brenda Coover, Trustee

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

BEFORE ME, the undersigned authority, on this day personally appeared **Brenda Coover**, Trustee of the William Coover Trust Agreement dated July 21, 1998, as amended, 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 therein expressed, in the capacity therein stated and as the act and deed of said Trust.

GIVEN under my hand and seal of office this 19th day of April, 2000.

My Commission Expires: 1-30-02

TRACY L. ... NOTARY PUBLIC ... STATE AT LARGE

_____
Notary Public, State at Large

Prepared By:

_____
Thomas T. Lewis
Law Offices of William F. Rigsby
201 West Short Street, Suite 820
Lexington, Kentucky 40507
Telephone: (606)233-4633

C:\MyFiles\tl\Coover(Brenda).assign.wpd

Sheet Mesa 10-210

WYW-151595
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-151595

==========

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

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
PO 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. 32 N., R. 109 W.
section 21, NE¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 86 feet long and contains 0.1 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.

285416

RECORDED July 24 2001 8:30AM
IN BOOK 119 M+G PAGE 128
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

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 28, 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 28, 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.

m. *Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of big game winter habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.*

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. *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.

David Hatfield
(Signature of Holder)

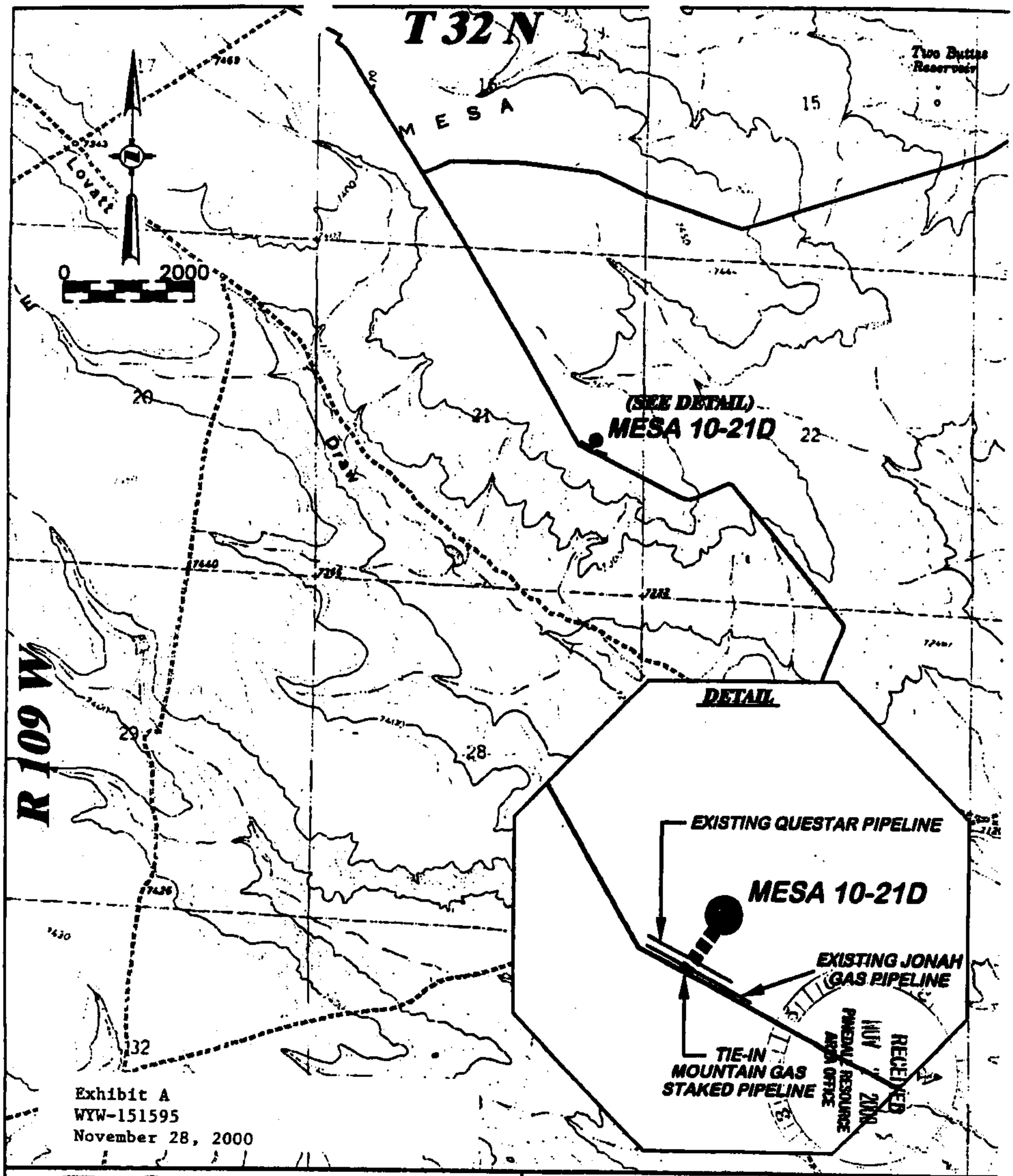
So. West Wyo Area Mgr
(Title)

7-2-01
(Date)

Priscilla E. Mecham
(Signature of Authorized Officer)

Field Manager
(Title)

07/09/01
(Effective Date of Grant)



DRG RIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'

JOB No. 7193

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES

TOTAL PROPOSED LENGTH: 86.50'±

EXISTING PIPELINE ——————

PROPOSED PIPELINE

TOPO MAP

Sue H War Bonnet 6-26

WYW-152053
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-152053

==========

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

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
PO 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. 30 N., R. 108 W.
section 26, S½NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,024 feet long and contains 1.2 acres, more or less.

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

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

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

285417

RECORDED July 24 2001 8:30AM
IN BOOK 119 O+G PAGE 133
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 June 28, 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 June 28, 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. *Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of sage grouse wintering area.*

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.

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. *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.

David Hollenbeck
(Signature of Holder)

So. West Wyo Area Mgr.
(Title)

7-2-01
(Date)

Jerrold C. McLean
(Signature of Authorized Officer)

Field Manager
(Title)

07/09/01
(Effective Date of Grant)

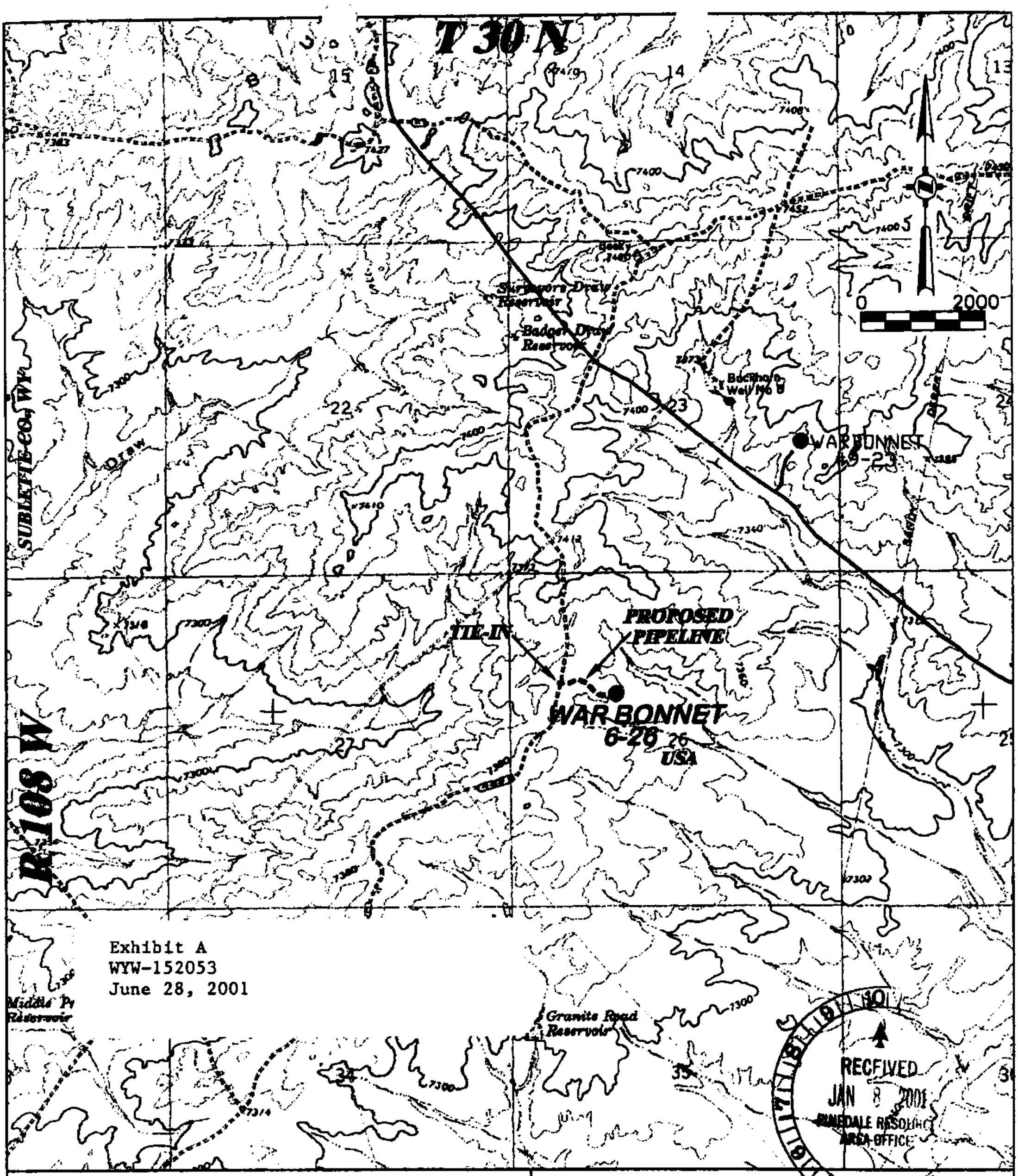


Exhibit A
WYW-152053
June 28, 2001

GRIFFIN & ASSOCIATES, INC.		PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 6-26
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 7276	TOTAL PROPOSED LENGTH: 1024'± PROPOSED PIPELINE --------- EXISTING ROAD ————
		TOPO MAP C

[redacted] [redacted] [redacted]

Sweet War Bonnet 8-27

WYW-152055
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-152055

==========

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

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
PO Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 10 inch buried natural gas pipeline, on Federal lands described as follows:

T. 30 N., R. 108 W.
section 23, SW¼SW¼;
section 26, W½NW¼;
section 27, SE¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 5,545 feet long and contains 6.4 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.

285418

Page 1 of 4

RECORDED July 24 2001 8:30a M
IN BOOK 119 Of6 PAGE 138
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socken

138

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 June 28, 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 June 28, 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. *Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of sage grouse wintering area.*

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.

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. *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.

David Hatfield
(Signature of Holder)

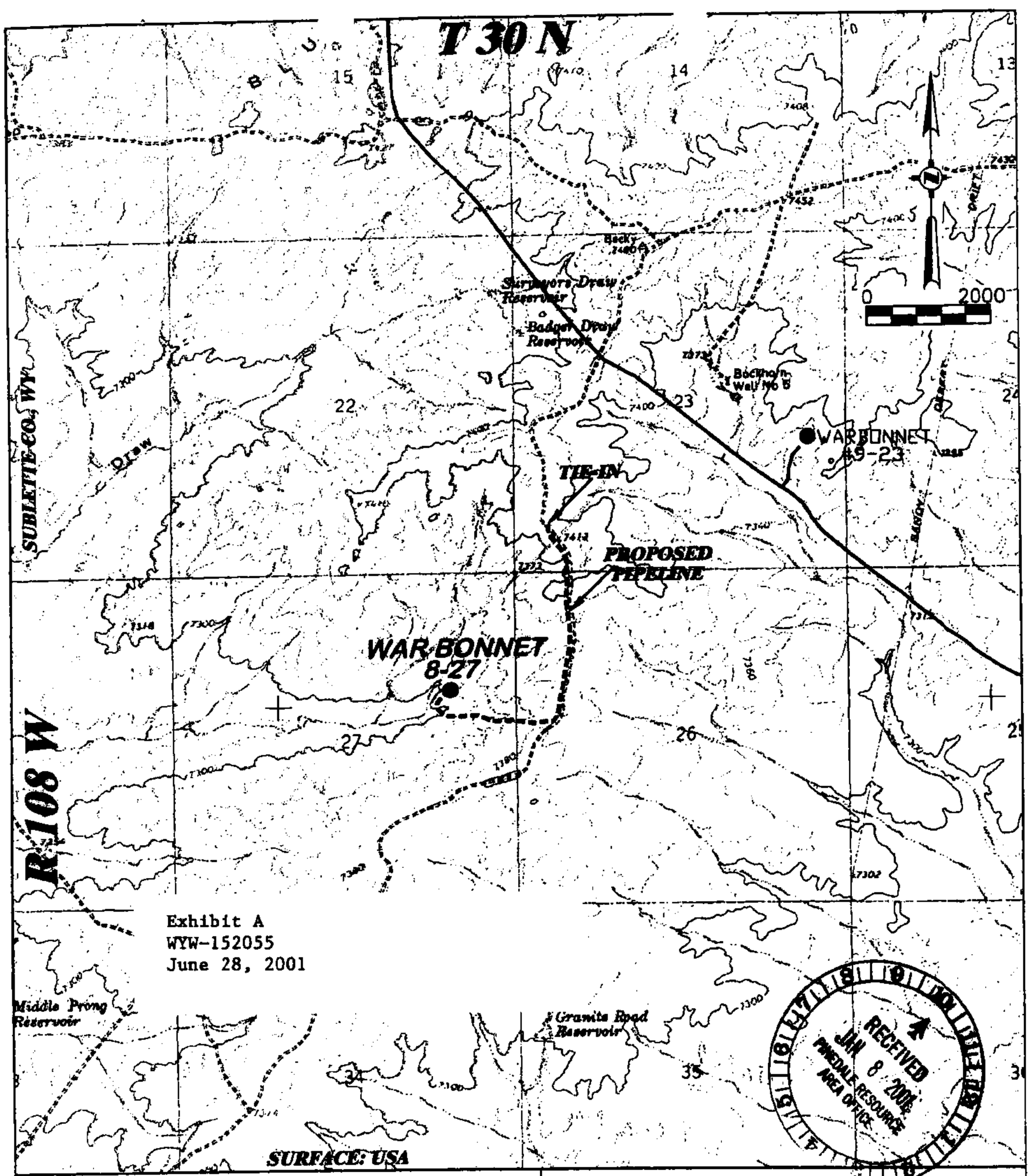
So. West Wyo Area Mgr.
(Title)

7-2-01
(Date)

Priscilla E. McLean
(Signature of Authorized Officer)

Field Manager
(Title)

07/09/01
(Effective Date of Grant)



DRIFFIN & ASSOCIATES, INC.	**PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 8-27**
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 7279
	TOTAL PROPOSED LENGTH: 5545'±
	PROPOSED PIPELINE --------- EXISTING ROAD ———
	TOPO MAP B

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

285443
BK 119 PG 143

RECORDED July 25 2001 10:25a M
IN BOOK 119 OAG PAGE 143
FEES $ 9.00 Mary L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

Producers 88(DOF)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of March, 2001, by and between

Mary Jane Christy, a widow
P. O. Box 269
Panguitch, Utah 84759

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 substances, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting therein gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and telegraph 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 land being situated in the County of Sublette, State of Wyoming and being described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 5: Lots 2, 3, 4, S½NE¼, S½NW¼, SW¼, NW¼SE¼
Section 6: Lots 1, 2, 3, 4, 6, 7, E½SW¼, NE¼SE¼, S½SE¼
Section 8: E½NW¼
Township 29 North, Range 113 West, 6th P.M.
Section 1: SE¼NE¼, SE¼
Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

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 1,146.18 acres, more or less.

1. It is agreed that lease shall remain in force for a term of 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 fifteen (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor fifteen (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of fifteen (15%), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of fifteen (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations

or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

x Mary Jane Christy
Mary Jane Christy, a widow

SS# or Tax ID

x 528-66-2674

SS#

x _____

SS#

x _____

SS#

STATE OF Utah)
COUNTY OF Garfield) ss **INDIVIDUAL NOTARY**

BEFORE ME, the undersigned authority, on this day personally appeared Mary Jane Christy, 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 18th day of July, 2001.

My commission expires: June 5, '04

TYLER D OWENS
NOTARY PUBLIC • STATE of UTAH
150 NORTH 200 EAST
ANGELTON, UTAH 84709
COMM. EXP. 6-05-04

Notary Public

STATE OF _____)
COUNTY OF _____) ss. **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 _____, 2001.

My commission expires: _____

Notary Public

C:\MyFiles\Forms\

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

285444

RECORDED July 25 2001 10:25AM
IN BOOK 119 O+G PAGE 145
FEES $ 8.00 M. Lee Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of March, 2001, by and between

Ruth Homer, a widow
1960 View Street
Salt Lake City, UT 84105

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:

Township 29 North, Range 112 West, 6th P.M.
Section 5: Lots 2, 3, 4, SW¼NE¼, S½NW¼, SW¼, NW¼SE¼
Section 6: Lots 1, 2, 3, 4, 6, 7, E½SW¼, NE¼SE¼, S½SE¼
Section 8: E½NW¼
Township 29 North, Range 113 West, 6th P.M.
Section 1: SE¼NE¼, SE¼
Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

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 1,146.18 acres, more or less.

1. It is agreed that lease shall remain in force for a term of 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 fifteen (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor fifteen (15%) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of fifteen (15%), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of fifteen (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations

or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

x Ruth Homer
Ruth Homer, a widow

SS# or Tax ID

x

SS#

x

SS#

x

SS#

STATE OF Utah)
COUNTY OF Salt Lake) ss

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Ruth Homer, 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 19th day of July, 2001.

My commission expires: 12/11/01

Notary Public

TIFFANY SNYDER
Notary Public
State of Utah
My Comm. Expires Dec 11, 2001
475 E 200 South SLC UT 84111

STATE OF)
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 _____, 2001.

My commission expires: _____

Notary Public

C:\MyFiles\Forms\

5821.9

146

No. 3 of Triplicate Origin

Form 3000-3
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 SEP -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

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.

Lease Effective Date (Anniversary Date)

New Serial No. W-148553

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

*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. (Exhibit A)

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~~ Conveyed	Previously reserved or conveyed
a	b	c	d	e	f
Mass Transfer. See attached Exhibit B for description of Leases and Lands. The overriding royalty interest assigned hereby applies to each of the described Leases and to all of the Lands covered thereby.				6.25% of 8/8	0

285446 REQUEST FOR APPROVAL
CASE FILE W-148538

RECORDED July 25 2001 10:25 AM
IN BOOK 119 MISC PAGE 147
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sack

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 18 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 for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title)

[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.

CERTIFIED
to be a true and complete copy
of the official records on file

JUL 18 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 23rd day of June, 19 2000 Executed this 5th day of September, 19 2000

Name of Assignor as shown on current lease Wolverine Gas and Oil Corporation
(Please type or print)

Assignor _____ Assignee _____
(Signature) (Signature)

or or William C. Kirkwood

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

One Riverfront Plaza Assignee

(Assignor's Address) DAL PARTNERSHIP

Grand Rapids, MI 49503-2616 By _____
(City) (State) (Zip Code) Partner Douglas H. Hansen

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 (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

1. Assignee: William C. Kirkwood
   Address: P.O. Box 3439
   Casper, WY 82602

   Interest: 62.5% of the assigned overriding royalty interest

2. Assignee: DAL Partnership
   Address: P.O. Box 21395
   Billings, MT 59104

   Interest: 37.5% of the assigned overriding royalty interest

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.

H:\CLW\CLM\Wolverine\kirkwood\Fed.Assign.Ex.A.wpd

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 18 2001
Jane Rogers
BUREAU OF LAND MANAGEMENT

Lease Serial No.	Description of Lands (Sublette County, Wyoming)	Recorded (Sublette County)
WYW148553	§21 T28N R105W S/2 §27 T28N R105W W/2 §28 T28N R105W N/2; N/2 SW/4; SW/4 SW/4; SE/4 §29 T28N R105W E/2 §32 T28N R105W E/2 §34 T28N R105W N/2 NE/4; W/2; SE/4	L. 113, P. 107
WYW148555	§1 T28N R106W Lots 1-4; S/2 S/2 §2 T28N R106W Lots 1-4; S/2 S/2 §10 T28N R106W N/2; SE/4 §11 T28N R106W All	L. 113, P. 115
W-149142	§1 T28N R103W Lots 1-4; S/2 §2 T28N R103W Lots 1-4; S/2 §11 T28N R103W All §12 T28N R103W N/2; NW/4 SW/4; S/2 S/2	L. 112, P. 589
W-149144	§15 T28N R103W N/2; SW/4; N/2 SE/4; SW/4 SE/4 §21 T28N R103W All §22 T28N R103W All	L. 112, P. 597

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 18 2001
Zara Rogers
BUREAU OF LAND MANAGEMENT

RELEASE OF OIL AND GAS LEASE

WHEREAS, on 4/9/85 DON CHRISTMANN did execute and deliver to JOHN J. CHRISTMANN a certain Oil And Gas Lease; and,

WHEREAS, said Oil And Gas Lease was recorded on 4/10/85 at Book 74 of Oil & Gas, Page 246, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, JOHN J. CHRISTMANN died on 3/13/92; and,

WHEREAS, the Estate of JOHN J. CHRISTMANN was probated as Probate No. 1449 in the District Court of Sublette County, Wyoming; and,

WHEREAS, on 10/26/93 the Court entered in said probate action an Order Approving Final Report And Petition For Authority To Pay Final Fees And For Final Distribution; and,

WHEREAS, an Order Nunc Pro Tunc was entered in said probate on 7/11/94 to correct a clerical error; and,

WHEREAS, said Order Nunc Pro Tunc was recorded at Book 63 of Misc., Page 290 in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said Order Nunc Pro Tunc provided in part that: "That the following property is hereby distributed to FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust Dated January 24, 1992:

A. All of the mineral and mineral rights, lease and lease rights, working interests or other property interests owned by the decedent, JOHN J. CHRISTMANN...;

B. Any and all other mineral and real property interests of the decedent, JOHN J. CHRISTMANN, located in Converse, Lincoln, Sublette and Sweetwater Counties, State of Wyoming;"; and,

WHEREAS, said Order Nunc Pro Tunc further provided in part that: "That all of the rest and residue of property, both real and personal, owned by decedent, JOHN J. CHRISTMANN, be and hereby is distributed to FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust Dated January 24, 1992. This specifically includes any after discovered property."; and,

WHEREAS, the aforesaid Oil And Gas Lease was for a primary term of one year and has terminated by its own terms due to lack of production; and,

WHEREAS, FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust Dated January 24, 1992, desires to evidence such termination by formally releasing the lands described in said Oil And Gas Lease from the terms thereof;

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET OUT HEREIN, FRANCES B. CHRISTMANN, AS TRUSTEE OF THE CHRISTMANN FAMILY TRUST DATED JANUARY 24, 1992 does hereby release the hereinafter described real property from that certain Oil And Gas Lease described

285456

RECORDED July 25 2021 12:45 PM
IN BOOK 119 Pg 6 PAGE 151
FEES $ 8.00 CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

above and does hereby declare said Oil And Gas Lease terminated and of no further force or effect. The real property released from said lease is described as:

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 10: SE1/4SW1/4, SW1/4SE1/4;
Section 15: E1/2NW1/4, SW1/4;
Section 21: NE1/4;
Section 22: N1/2NW1/4, SW1/4NW1/4;

DATED this 25th day of July, 2001.

Christmann Family Trust Dated January 24, 1992:

BY: Frances B. Christmann
FRANCES B. CHRISTMANN, Trustee

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Release Of Oil And Gas Lease** was acknowledged before me by FRANCES B. CHRISTMANN, as Trustee of the Christmann Family Trust Dated January 24, 1992, this 25th day of July, 2001.

WITNESS my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

153

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-59393

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* MARSHALL & WINSTON, INC.
   Street P. O. Box 50880
   City, State, ZIP Code Midland, Texas 79710-0880

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 112 West Section 13: Lots 10 and 13 (also described as the E/2 SW/4) as to all depths and formations Sublette County, Wyoming	50.0%	50.0%	-0-	-0-	Of Record

285507
RECORDED July 27 2001 4:00PM
IN BOOK 119 OR 3 PAGE 153
FEES $ 12.00 M. Scott CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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 _____ day of _____, 19 _____

Name of Transferor (SEE ATTACHED)
Please type or print

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

_____
(Transferor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 _____

Transferee (SEE ATTACHED)
(Signature)
or
Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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

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

ADDENDUM

Attached to that certain Transfer of
Operating Rights by and between
W. D. Anderson & Sons et al, as Assignors, and
Marshall & Winston, Inc., as Assignee

ASSIGNORS

Executed this the 2 day of July, 2001.

W. D. ANDERSON & SONS
P. O. Box 136
Midland, Texas 79702

By: _____
Payton V. Anderson, Partner

Executed this the 2 day of July, 2001.

PAYTON VICTOR ANDERSON
P. O. Box 136
Midland, Texas 79702

_____

Executed this the 2 day of July, 2001.

PAUL DONALD ANDERSON
P. O. Box 136
Midland, Texas 79702

_____

ASSIGNEE

Executed this the 5th day of July, 2001.

MARSHALL & WINSTON, INC.
P. O. Box 50880
Midland, Texas 79710-0880

By: _____
Clarence R. Chandler, President

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 2nd day of July, 2001, by PAYTON V. ANDERSON, Partner of W. D. ANDERSON & SONS, a partnership, on behalf of said partnership.

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

Janice Stapp Anderle
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 2nd day of July, 2001, by PAYTON VICTOR ANDERSON.

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

Janice Stapp Anderle
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 2nd day of July, 2001, by PAUL DONALD ANDERSON.

JANICE STAPP ANDERLE
Notary Public, State of Texas
My Commission Expires 12-30-2001

Janice Stapp Anderle
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 5th day of July, 2001, by CLARENCE R. CHANDLER, President of MARSHALL & WINSTON, INC., a Nevada corporation, on behalf of said corporation.

GINA L. HICKMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/14/2004

Gina L Hickman
Notary Public, State of Texas

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That **DOLAR ENERGY LLC,** whose address is 935 East South Union Avenue, Suite D-202, Midvale, UT 84047-2393, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto **QUESTAR EXPLORATION and PRODUCTION, COMPANY** whose address is1331 17th Street, Suite 300, Denver, CO 80202 hereinafter called Assignee, all right title and interest with no reservation in and to the Oil and Gas Leases located in Sublette County, Wyoming ; being more particularly described as follows:

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

together with all the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein reserves unto itself, its heirs, successors or assigns, and excepts from this assignment an overriding royalty interest of an undivided five percent of eight-eighths (5% of 8/8ths) of all oil, gas or other hydrocarbons produced, saved and sold from the above described lands under the terms of said Oil and Gas Lease, if, as and when produced, saved and sold, but not otherwise. Such overriding royalty interest shall be free of all development, production, marketing and operating expenses; however, shall bear a proportionate share of reasonable processing costs and reasonable off lease gathering and transportation costs and said interest shall bear and pay currently its share of gross production taxes. Assignor shall have the right to take its overriding royalty share of production in kind at the wellhead upon 30 days prior written notice to Assignee. Upon request, Assignee will make any gathering or transportation contracts affecting Assignor's share of production available for inspection in Assignee's offices on a confidential basis. It is agreed that the reservation and exception herein made imposes upon Assignee herein, its heirs, successors and assigns, no duty or obligation to develop or operate the leased premises for oil, gas or other hydrocarbons not imposed by the provisions of said Lease. If the interest herein assigned is less than the full and undivided leasehold estate in and to the lands herein above described then the overriding royalty interest herein reserved and excepted shall be reduced proportionately to correspond with the leasehold interest actually assigned hereby.

For the same consideration, the Assignor covenants with the Assignee, its heirs, successors, legal representatives or assigns that the Assignor is the lawful owner of and has good title to the interest herein assigned in and to said Lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims, that said Lease is a valid and subsisting Lease on the lands above described and that all rentals and royalties due thereunder have been paid, and all conditions necessary to keep said Lease in full force and effect have been duly performed.

285516

EXECUTED this 7th day of May, 2001.

DATED July 30 2001 9:00AM
IN BOOK 119046 PAGE 157
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

DOLAR ENERGY LLC

Mark S. Dolar, Managing Member

CORPORATE NOTARY

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

Before me, the undersigned, a Notary Public in and for said County and State on the ____day of _____ 2001, personally appeared Mark S. Dolar, Managing Member of Dolar Energy, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Managing Member 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 the day and year last above written.

01-05-04
My commission expires

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2000 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to that certain Assignment of Oi and Gas Leases, dated May 7, 2001 from Dolar Energy, LLC, as Assignor, to Questar Exploration and Production Company, as Assignee.

DESCRIPTION OF LEASEHOLD

Lease #1

Lessor:	Winnie Bausch and Henry Bausch, husband and wife
Lessee:	Dolar Energy, LLC
Lease Date:	October 5, 2000
Recording Data:	Book 116 O&G Page 396
Description:	Township 31 North, Range 109 West Section 15: L 3, 4, 5, 6, 9, SW¼SW¼ Section 20: SE¼SE¼ Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼ Section 29: L 1 Containing 530.02 acres Sublette County, Wyoming

Lease #2

Lessor:	Pam Fahlmam, individually and as heir to the Estate of Mary Fahlmam, deceased
Lessee:	Dolar Energy, LLC
Lease Date:	February 1, 2001
Recording Data	Book 117 O&G Page 273
Description:	Township 31 North, Range 109 West Section 15: L 3, 4, 5, 6, 9, SW¼SW¼ Section 20: SE¼SE¼ Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼ Section 29: L 1 Containing 530.02 acres Sublette County, Wyoming

Lease #3

Lessor:	Ruth Clare Johnson, formerly known as Ruth Clare Yonkee
Lessee:	Dolar Energy, LLC
Lease Date:	November 3, 2000
Recording Data:	Book 117 O&G Page 01
Description:	Township 31 North, Range 109 West Section 15: L 3, 4, 5, 6, 9, SW¼SW¼ Section 20: SE¼SE¼ Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼ Section 29: L 1 Containing 530.02 acres Sublette County, Wyoming

Lease #4

Lessor:	David Koerwitz and Debbie Axtell, Trustees of the C. W. Axtell Trust
Lessee:	Dolar Energy, LLC
Lease Date:	October 15, 2000
Recording Data:	Book 116 O&G Page 472
Description:	Township 31 North, Range 109 West Section 15: L 3, 4, 5, 6, 9, SW¼SW¼ Section 20: SE¼SE¼ Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼ Section 29: L 1 Containing 530.02 acres Sublette County, Wyoming

Exhibit "A" to Assignment of Oil and Gas Lease
Page 2 of 3

Lease #5

Lessor:	Victor Mack and Josephine Mack, husband and wife
Lessee:	Dolar Energy, LLC
Lease Date:	October 5, 2000
Recording Data:	Book 116 O&G Page 470
Description:	Township 31 North, Range 109 West
	Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
	Section 20: SE¼SE¼
	Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
	Section 29: L 1
	Containing 530.02 acres
	Sublette County, Wyoming

Lease #6

Lessor:	Robert Murphy, a widower
Lessee:	Dolar Energy, LLC
Lease Date:	February 1, 2001
Recording Data:	Book 117 O&G Page 271
Description:	Township 31 North, Range 109 West
	Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
	Section 20: SE¼SE¼
	Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
	Section 29: L 1
	Containing 530.02 acres
	Sublette County, Wyoming

Lease #7

Lessor:	Theodore Murphy and M. Kathryn Murphy, husband and wife
Lessee:	Dolar Energy, LLC
Lease Date:	October 5, 2000
Recording Data:	Book 116 O&G Page 499
Description:	Township 31 North, Range 109 West
	Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
	Section 20: SE¼SE¼
	Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
	Section 29: L 1
	Containing 530.02 acres
	Sublette County, Wyoming

Lease #8

Lessor:	Purdue Alumni Association Inc., Trustee
Lessee:	Dolar Energy, LLC
Lease Date:	May 24, 2001
Recording Data:	
Description:	Township 31 North, Range 109 West
	Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
	Section 20: SE¼SE¼
	Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
	Section 29: L 1
	Containing 530.02 acres
	Sublette County, Wyoming

Lease #9

Lessor:	Harvey Dean Luce, a single man
Lessee:	Dolar Energy, LLC
Lease Date:	May 30, 2000
Recording Data:	Book 115 O&G, Page 435, corrected in Book 115 O&G at page 470
Description:	Township 31 North, Range 109 West Section 28: SW¼SW¼ Section 29: L 2, 5, 6, W½SE¼ Section 32: L 1-4, 6, NW¼NE¼ Section 33: L 1-3, 5, NW¼NW¼ Containing 445.04 acres Sublette County, Wyoming

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Alpine Joint Venture - I, LLC, hereinafter referred to as "Alpine JV-I", whose address is 7128 S. Poplar Lane, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Ross Federal #33-7, located in the NW/4 SE/4 of Section 7, Township 30 North, Range 110 West, 6th P.M., Sublette County, Wyoming, and covered by that certain Oil, Gas and Mineral Lease WYW-135438, effective April 1, 1993, hereinafter referred to as "the Alpine Lease", between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Shama Zoe sells, transfers, and assigns to Alpine JV-I all of Shama Zoe's interest in the wellbore and the equipment set forth on Exhibit "A", attached hereto and made a part hereof.

This Assignment is made expressly subject to and Alpine JV-I's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Alpine JV-I agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Alpine JV-I shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the BLM or other landowner(s). Alpine JV-I as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Alpine JV-I agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

285521

RECORDED July 30 2001 9:00 AM
IN BOOK 119 046 PAGE 161
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of July 12, 2001.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

ALPINE JOINT VENTURE - I, LLC

By _____
Gilman A. Hill, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2001, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2001, personally appeared Gilman A. Hill, as Manager of ALPINE JOINT VENTURE - I, LLC., a Colorado Limited Liability Company.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

EXHIBIT "A"

to Assignment and Bill of Sale of Well Bore, dated effective July 12, 2001 between Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, and Alpine Joint Venture - I, LLC.

EQUIPMENT

10,681 feet of P-110 tubing in the well. (339 joints and two 10' pup joints)
377 feet of P-110 tubing laid down on the wellsite (11 joints)
Baker Max Packer with Sliding Sleeve

10,000 psi 2-1/16" Wellhead

One 12' X 15' 300 bbl welded tank

3" tubing flowline (approximately 1,000 feet from location to Williams sales meter) Miscellaneous valves, fittings, and equipment

All equipment is conveyed "As Is" and Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, makes no warranty, express or implied in fact or by law, whether of merchantability, fitness for any particular purposes, condition or safety of the equipment, compliance with Regulatory and environment requirements or otherwise.

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

285549

RECORDED July 30 2001 3:50 PM
IN BOOK 119 PAGE 164
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of March, 2001, by and between

Cathleen C. Thomas and Terry Thomas, wife and husband
~~2630 Everox Street~~ 2626 East 98th North
Idaho Falls, ID 83401

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 by~~ 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 29 North, Range 112 West, 6th P.M.
Section 5: Lots 2, 3, 4, SW¼NE¼, S½NW¼, SW¼, NW¼SE¼
Section 6: Lots 1, 2, 3, 4, 6, 7, E½SW¼, NE¼SE¼, S½SE¼
Section 8: E½NW¼
Township 29 North, Range 113 West, 6th P.M.
Section 1: SE¼NE¼, SE¼
Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

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 1,146.18 acres, more or less.

1. It is agreed that lease shall remain in force for a term of 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)~~ 15% of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth (1/8th)~~ 15% of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (1/8th)~~ 15%, payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty ~~of one-eighth (1/8th)~~ 15% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations

pages 164-169 are duplicated

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 Cathleen C Thomas
Cathleen C. Thomas, wife

SS# or Tax ID

x 529-86-0487

SS#

x Terry Thomas
Terry Thomas, husband

SS#

x 529-84-9650

SS#

STATE OF Idaho)
COUNTY OF Bonneville) ss

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Cathleen C. Thomas and Terry Thomas, wife and husband, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 day of June, 2001.

My commission expires: June 2007

LISA L TOMAN NOTARY PUBLIC STATE OF IDAHO

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

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 _____, 2001.

My commission expires: _____

Notary Public

C:\MyFiles\Forms\

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

285550

RECORDED July 30 2001 3:50PM
IN BOOK 119 OG PAGE 1166
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of March, 2001, by and between

Kimberly S. Christy and Pamela T. Christy, husband and wife
1448 South 550 East
Kaysville, UT 84037

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:

Township 29 North, Range 112 West, 6th P.M.
Section 5: Lots 2, 3, 4, SW¼NE¼, S½NW¼, SW¼, NW¼SE¼
Section 6: Lots 1, 2, 3, 4, 6, 7, E½SW¼, NE¼SE¼, S½SE¼
Section 8: E½NW¼
Township 29 North, Range 113 West, 6th P.M.
Section 1: SE¼NE¼, SE¼
Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

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 1,146.18 acres, more or less.

1. It is agreed that lease shall remain in force for a term of 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 (15%) of all oil produced and saved from the leased premises.

2nd. To pay Lessor 15% of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one eighth (15%), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty 15% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations

or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

x Kimberly S. Christy
Kimberly S. Christy, husband

x Pamela T. Christy
Pamela T. Christy, wife

SS# or Tax ID

x 529-92-7983

SS#

x 529-17-5587

SS#

STATE OF Utah)
COUNTY OF Salt Lake) ss

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Kimberly S. Christy and Pamela T. Christy, husband and wife, known to me to be the person s whose name is subscribed to the foregoing instrument and acknowledged to me that she y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 day of July, 2001.

My commission expires: 10/17/04

JACKIE S. COOLEY
NOTARY PUBLIC - STATE OF UTAH
[illegible] COTTON TREE LN.
HOLLADAY, UT. 84117
COMM. EXP. 10-17-2004

Jackie S. Cooley
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

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 _____, 2001.

My commission expires: _____

_____
Notary Public

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AFFIDAVIT OF NONDEVELOPMENT AND NON TIMELY PAYMENT

STATE OF Wyoming

ss.

County of Sublette

Mark S. Dolar, being first duly sworn, on his oath deposes and says:

That he is fully familiar with the following described premises and has been fully familiar with said premises for the period of at least Fifteen (15) years, to-wit:

Township 30 North, Range 110 West, 6th P.M.
Section 3: Lots 2, 8, 9, SW¼NE¼, SE¼NW¼, NE¼SW¼, W½SE¼
Section 4: Lots 1, 2, 5, 6, 7, SW¼NE¼
Section 9: Lots 1, 4, 6, 7, W½SE¼
Section 10: Lots 1, 2, 4, 5, NW¼NE¼, S½NE¼, E½W½, SE¼
Section 15: NW¼NE¼, NE¼NW¼

Township 31 North, Range 110 West, 6th P.M.
Section 33: SE¼
Section 34: Lots 4, 5, 6, 7, W¼SE¼

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River.

which land is described in an oil and gas lease executed under date of September 21, 1999, by Michael D. Marincic and Brenda Dunford, as Trustees of the Marinic Irrevocable Trust I dated June 10, 1988 Lessor, and Starwood, Inc., a Texas Corporation, Lessee, which lease was recorded in Book 112 O&G at Page 373, of the Oil and Gas records of Sublette County, Wyoming covering the above described lands. At the time of execution of the referenced lease, Harvey Dean Luce, owned one-half (½) of the mineral interest to lands described above and did not ratify the referenced lease, and it does not appear Mr. Luce was paid a bonus consideration for his interest.

That said oil and gas lease provided for lease anniversary annual rental payments due and payable on September 21, 2000, in the event actual drilling was not conducted on said lands prior to lease anniversary date.

That on or about November 16, 2000, Harvey Dean Luce received and cashed a check for the September 21, 2000 rental from Starwood, Inc., and did hereby sign a "Ratification and Rental Division Order" ratifying the aforementioned lease referenced above. Ratification was recorded in Book 116 O&G, at page 585, and covered the lands described above.

That on February 12, 2001, Harvey Dean Luce, (Grantor) conveyed forty (40%) percent of his minerals to Peter W. Hummel, Mark S. Dolar and Janet K. Dolar, (Grantee) by virtue on Mineral Deed, recorded in Book 2 Mineral Deeds at Page 410. The Mineral Deed was corrected in Mineral Deed recorded in Book 2 Mineral Deeds at page 424, making an effective date of May 20, 2000, the date consideration was paid to Grantor by Grantee. Both Deeds covered the lands described above, and other lands.

IT IS HEREBY STATED THAT Starwood, Inc., failed to pay timely rental payments subject to the terms and agreement of the Oil and Gas Lease referenced above, and that production of oil and gas or other minerals upon said land had not occurred prior to September 21, 2000 pursuant to lease terms, and payment rendered to Harvey Dean Luce on or about November 16, 2001 was not timely made pursuant to lease terms. By Starwoods' failure to establish production or make timely annual rental payments, that portion of the mineral interests owned by Peter W. Hummel, Mark S. Dolar and Janet K. Dolar is not subject to the terms and conditions set forth in the oil and gas lease referenced herein above.

Dated: July 23, 2001

Affiant: _____
Mark S. Dolar
935 East South Union Drive, Ste. D-202
Midvale, Utah 84047-2393

285551

RECORDED July 30 2001 3:50p M
IN BOOK 119 016 PAGE 168
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

NOTARY PUBLIC

STATE OF Utah
ss.
County of Salt Lake

On this 23rd day of July in the year 2001, before me personally appeared Mark S. Dolar known to me to be the person. who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Kathleen M. Van Wart
Notary Public

My Commission Expires 01-05-04

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2860 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

C:\Myfiles\Forms\AffNonDev

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT Made and entered into of the date written below is by and between **Dolar Energy, LLC**, whose address is 935 East South Union Avenue, Suite D-202, Midvale , Utah 84047-2393, party of the first part, hereinafter called Assignor, and **Peter W. Hummel** whose address is P.O. Box 10350, Reno, Nevada 89510, party of the second part, hereinafter called Assignee.

NOW THEREFORE and in consideration of Ten and more Dollars ($10.00+), the receipt and sufficiency of which is hereby acknowledged Assignor, herein hereby assigns, conveys, sells, transfers, and sets unto Assignee in equal shares all of its right, title and interest, as set forth below, of overriding royalty interest in and to lands located in Sublette County, Wyoming, being more particularly described as follows:

> An undivided three and three-fourths percent of eight-eighths (3.75%of 8/8ths) overriding royalty interest under oil and gas leases attached on the Exhibit "A" .

This Assignment shall be construed as applicable to all of oil, gas and casinghead gas produced, saved and marketed, as an overriding royalty, free and clear of any costs and expenses of the development and operation thereof, excepting taxes applicable to said interest and production, therefrom, from the land described herein, including all unit production and production from participating area allocated to said lands.

And for the same consideration the undersigned covenant with the Assignee, its heirs, and assigns that the undersigned is the lawful owner of and has good title to the interest herein assigned. Assignor agrees to execute such further assurance that may be required for complete enjoyment for the rights herein granted.

This assignment shall convey all rights to Assignee from Assignor, including the rights for Assignee to receive all unpaid royalties, suspended funds, or interest applicable to the overriding royalty interest herein conveyed before and after date of this agreement.

EXECUTED THIS 27th day of July, 2001.

DOLAR ENERGY, LLC

By: _____
Mark S. Dolar, Managing Member

285607

RECORDED Aug. 2 2001 2:40PM
IN BOOK 119 Q16 PAGE 164
FEES $ 12.00 M. L. Coulter CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

CORPORATE NOTARY

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

BEFORE ME, the undersigned authority, on this day personally appeared Mark S. Dolar known to me to be the person whose name is subscribed to the foregoing instrument as the Managing Member of DOLAR ENERGY LLC 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 27th day of July, 2001.

My commission expires:
01-05-04

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2680 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

Kathleen M. VanWart
Notary Public

EXHIBIT "A"

Attached to that certain Overriding Royalty Assignment, dated July 27, 2001 from Dolar Energy, LLC, as Assignor, to Peter W. Hummel, as Assignee.

DESCRIPTION OF LEASEHOLD

Lease #1

Lessor: Winnie Bausch and Henry Bausch, husband and wife
Lessee: Dolar Energy, LLC
Lease Date: October 5, 2000
Recording Data: Book 116 O&G Page 396
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #2

Lessor: Pam Fahlmam, individually and as heir to the Estate of Mary Fahlmam, deceased
Lessee: Dolar Energy, LLC
Lease Date: February 1, 2001
Recording Data Book 117 O&G Page 273
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #3

Lessor: Ruth Clare Johnson, formerly known as Ruth Clare Yonkee
Lessee: Dolar Energy, LLC
Lease Date: November 3, 2000
Recording Data: Book 117 O&G Page 01
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

[redacted] [redacted] [redacted]

Lease #4

Lessor: David Koerwitz and Debbie Axtell, Trustees of the C. W. Axtell Trust
Lessee: Dolar Energy, LLC
Lease Date: October 15, 2000
Recording Data: Book 116 O&G Page 472
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #5

Lessor: Victor Mack and Josephine Mack, husband and wife
Lessee: Dolar Energy, LLC
Lease Date: October 5, 2000
Recording Data: Book 116 O&G Page 470
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #6

Lessor: Robert Murphy, a widower
Lessee: Dolar Energy, LLC
Lease Date: February 1, 2001
Recording Data: Book 117 O&G Page 271
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #7

Lessor: Theodore Murphy and M. Kathryn Murphy, husband and wife
Lessee: Dolar Energy, LLC
Lease Date: October 5, 2000
Recording Data: Book 116 O&G Page 499
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

Lease #8

Lessor: Purdue Alumni Association Inc., Trustee
Lessee: Dolar Energy, LLC
Lease Date: May 24, 2001
Recording Data: Book 118 O&G, Page 507
Description: Township 31 North, Range 109 West
Section 15: L 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: L 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: L 1
Containing 530.02 acres
Sublette County, Wyoming

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 01-00177 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at,

YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

being the owner of 100.00 **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 28 North, Range 108 West, 6th P.M.
Section 16: All
Containing 640.00 acres, more or less
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at:

BELCO ENERGY I, L.P.
5735 Pineland Drive, Suite 300
Dallas, TX 75231

(50.00%) Fifty **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:

285622

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

RECORDED Aug 3 2001 1:55 pM
IN BOOK 119 OAG PAGE 168
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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, Fifty Percent (50.00%)

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 25th day of June, 2001.

ASSIGNOR -	Assignee (1) -
YATES PETROLEUM CORPORATION	BELCO ENERGY I, L.P., by Belco Energy Corp., General Partner
By - Randy G. Patterson	By - Gary Byrd
Title - Attorney-in-Fact	Title - V.P. Land
Attest -	Attest -

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of June, 2001, by Randy G. Patterson, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
8/12/01

Notary Public

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 11th day of July, 2001, personally appeared Gary Byrd, Vice President - Land of BELCO ENERGY CORP., a Nevada corporation, acting as General Partner of BELCO ENERGY I L.P., a Delaware Limited Partnership, and on behalf of said partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission expires
02/10/03

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

Notary Public in and for State of Texas

Note: Assignments are not valid until approved by the Director. State Land and Farm Loan action on any assignment 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]

LEASE NO.: 01-00408

PARCEL NO.: 541

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**:

Lance Oil and Gas Company, Inc.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 Acres All Section 16, Township 35 N., Range 110 W., 6th P.M.

County: Sublette **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 June, 2001 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

Lance Oil & Gas Company, Inc.

LESSEE:

Address: 12200 N. Pecos Street

City: Denver State: CO Zip: 80234

Telephone No. 303-452-5603

RECEIVED
JUN 26 2001
D/O Dept

285648

RECORDED Aug 16 2001 1:55 PM
IN BOOK 119 OR6 PAGE 170
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott
JW4-36239

171

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(a)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

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JMM

[redacted] [redacted] [redacted]

Paid-Up PRODUCERS 88, TN 2-00PT, Wyo., Mont., Colo.,

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of August, 2001, by and between

Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust dated March 28, 2000 and as Trustee of the Ena B. Olson Living Trust, dated March 28,2000,

whose primary address is P.O. Box 569
Big Piney, WY 83113

285659

RECORDED Aug. 1 2001 4:25 PM
IN BOOK 119 B46 PAGE 172
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sabin

hereinafter called lessor (whether one or more) and
Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112

hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of Ten and more ($10.00+) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 109 West, 6th PM
Section 5: Lots 8(20.22), 9(8.19), NE¼SW¼, S½SW¼
Section 6: S½SE¼
Section 7: Lots 1(36.04), 2(33.79), 3(40.00), 4(49.03), 5(49.07) and 6(25.86)
Section 8: Lots 2(24.06), 3(19.46), 4(13.57), N½NW¼
Township 31 North, Range 109 West, 6th PM
Section 28: SW¼SW¼
Section 29: Lots 2(22.78), 5(22.18) 6(21.74), W½SE¼
Section 32: Lots 1(14.08), 2(20.80), 3(34.04), NW¼NE¼
Section 33: Lots 1(32.52), 3(11.52), 5(21.50), NW¼NW¼, a portion of Lot 2 which lies North of a line bearing S85°45'34" East from the West Quarter Corner of said Section 33
Township 30 North, Range 110 West, 6th PM
Section 11: Lots 1(35.58), NE¼SE¼
Section 12: Lots 1(15.87), 2(28.16), 3(16.69), 4(22.78), S½N½

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

And subject to EXHIBITS "A" and "B" attached hereto and made a part hereof,

and containing 1,322.33 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of Five (5) years from date and so long thereafter as oil or gas, of whatsoever nature or kind, or either of them, is produced from said land or premises pooled therewith or drilling or other operations are commenced and continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises, but lessee is then engaged in drilling, reworking or recompletion operations thereon, then this lease shall continue in force so long thereafter as drilling, reworking or recompletion operations are being continuously prosecuted on said land or on a pooled unit which includes all or part of said land; and drilling, reworking or recompletion 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, reworking or recompletion of another well. It is understood and agreed by lessor and lessee for all purposes of this instrument, that producing, drilling, reworking and recompletion operations shall include the dewatering of coalbed gas wells. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled, reworked or recompleted at or after the expiration of the primary term of this lease, this lease shall continue in force and effect so long thereafter as oil or gas is produced from the leased land or from any such pooled unit which includes all or part of said lands. If, after expiration of the primary term of this lease, production on said land or premises pooled therewith (whether such production was established prior to or after the expiration of the primary term hereof), should cease for any cause, this lease shall not terminate if lessee commences additional drilling, reworking or recompletion operations within ninety (90) days after such cessation of production.

3. This is a PAID-UP LEASE. In consideration of the down 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.

4. In consideration of the premises the said lessee covenants and agrees:

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal Sixteen and Two Thirds percent part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such Sixteen and Two Thirds percent royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature of kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, Sixteen and Two Thirds percent, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. It is understood that the market price shall not include any deductions for "costs of production" or "gathering costs" incurred prior to delivery into a market pipeline. Where oil and/or gas from a well capable of producing oil and/or gas is not produced, sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners. If such payment or tender is made, it will be considered that oil and/or gas is being produced within the meaning of this lease, provided that no shut in payment made hereunder shall extend this lease for more than two (2) consecutive years.

5. Lessee, at its option, is hereby given the right and power at any time and from time to time as recurring right, either before or after production, as all or 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, reworking or recompletion operations or a well shut in for want of a market anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling, reworking or recompletion 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 of this lease included in the unit as it 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 by lessee.

6. 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 ditches, ponds, reservoirs, or wells of lessor. When requested by the lessor, lessee shall bury its pipelines on cultivated portions below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operations on said lands. 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.

7. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of the recorded documents transferring title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the royalties due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said royalties. In the event of death of any person entitled to royalties hereunder, lessee may pay or tender such royalties to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as the heirs or devisees of the deceased.

8. Lessor hereby agrees that the lessee shall have the right at any time to pay for lessor, 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 lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

9. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from any royalty herein reserved.

10. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying, lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Order 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, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

11. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or 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.

12. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

13. If at the end of the primary term this lease is not being continued in force under its provisions, it shall terminate and be of no further force and effect unless Lessee, on or before the end of the primary term shall pay or tender to Lessor or Lessors successor in title an additional consideration equal to one and one-half times of the original bonus paid to Lessor. Upon payment or tender of this cash sum , the primary term of this lease shall be extended for an additional term of five years. The right of the Lessee to extend this lease as provided herein is at the option, but not the obligation of Lessee.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Ena B. Olson

Ena B. Olson, individually and as Trustee

ACKNOWLEDGMENTS

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

On this 7 day of August, 2001, before me personally appeared Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust dated March 28, 2000 and as Trustee of the Ena B. Olson Living Trust, dated March 28,2000,
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 after having been by me fully apprised of her right and effect of signing and acknowledging the said instruments.

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

Given under my hand and seal this 7 day of August, 2001

My commission expires: 02-01-04

Lori Moore

Notary Public for the State of Wyoming residing at Community First National Bank

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated August 1, 2001, by and between Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000 - Lessor, and Ultra Resources, Inc. - Lessee.

1. Subject to the other provisions herein contained, at the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drill site spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the Leased Premises or on lands pooled or unitized therewith. For the purposes of this paragraph, a drill site spacing unit is defined as the lands included in the drilling and productions unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drill site spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, which ever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the Leased Premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement to which part or all of the leased premises is committed. However the provisions of paragraph 13 of this lease agreement shall be effective as to the lands outside "drillsite spacing unit".

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

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

3. Prior to commencing any drilling operations on the leased premises, Lessee shall notify the surface owner in advance of the staking and building of location of any such well. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee shall consult with surface owner as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any pipelines, tank battery installations, or installation of other equipment on the Leased Premises before installing same.

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

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

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

7. Notwithstanding any provision herein to the contrary, this lease shall not be maintained by the payment of shut-in royalty under the provision of Paragraph 4 for any period of more than three (3) consecutive years from and after the end of the primary term hereof. The right to maintain this lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed a total of five (5) years. In the event Lessee wishes to retain the lease being held by a shut-in and it would exceed five (5) years total, Lessor and Lessee agree to negotiate in good faith, a new shut-in royalty.

8. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this Lease, Lessor and Lessor agree that such lawsuit will be filed in the District Court for Sublette County, Wyoming. In the event a lawsuit is undertaken by either the Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

This EXHIBIT A shall be binding upon and inure to the benefit Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust, and Lessee, and the permitted assigns of Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of August 1st, 2001.

LESSOR

By: Ena B. Olson

Name: Ena B. Olson

Title: Individually and as Trustee

Date: 8-7-01

LESSEE

By: [signature], Agent

Name: Ultra Resources, Inc.

Title: Agent

Date: August 7, 2001

EXHIBIT B

SURFACE USE AGREEMENT

The following is Exhibit B to that certain printed form Oil and Gas Lease attached hereto and incorporated herein by this reference by and between Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000 and Ultra Resources, Inc. Whereas Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000 "Surface Owners" of the Leased Premises, and Ultra Resources, Inc., of 304 Inverness Way South, Suite 295, Englewood, CO 80112 as "Assignee" to that certain Oil and Gas Lease dated July 15, 2001 and notwithstanding anything to the contrary provided on the aforesaid printed form Oil and Gas Lease to which this Exhibit is attached (the terms of this Exhibit B to control in the event of a conflict in terms with respect to the use of the surface of the leased premises), it is expressly agreed and stipulated by and between the Lessor and Assignee that:

WHEREAS, Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000 ("Surface Owner") owns or has a beneficial interest on the surface estate of the leased premises ("Leased Premises") described in the attached Oil and Gas Lease (the "Lease") covering the Leased Premises in Sublette County, Wyoming; and

WHEREAS, Ultra Resources, Inc ("Assignee"), acquired the Oil and Gas Lease pertaining to Surface Owner covering the Leased Premises dated August 1, 2001 attached hereto and incorporated herein by this reference; and

WHEREAS, the Surface Owner and Assignee desire to establish certain guidelines for conducting operations on the surface of the Leased Premises, and to establish the responsibilities and operations of the Assignee to the Surface Owner with respect to operations conducted by Assignee on the surface of the Leased Premises in connection with exploring, drilling for, producing and marketing oil and gas from the oil and gas leasehold estate created under and by virtue of the Lease; and the Surface Owner and Assignee have made certain agreements relating to operations conducted by Assignee on the surface of the said lands and the responsibilities and obligations of the Assignee with respect thereto:

NOW THEREFORE, for and in consideration of the premises, Ten Dollars ($10,00), and the agreements and covenants to be performed by Assignee hereunder, the Surface Owner hereby GRANTS unto Assignee the right of ingress to and egress from and upon the Leased Premises to conduct operations under the aforesaid Lease, SUBJECT to the following agreements and covenants:

1. Prior to the commencement of operations on the Leased Premises, Assignee shall give the Surface Owner written notice of Assignee's intentions to commence operations, the approximate date of such commencement, the type of such operation and the approximate location of same. At the time Assignee enters onto the premises to prepare it for a well site, Assignee shall pay unto the Surface Owner for damages to the land used for the well site and related operations, a one-time fee of Five Thousand Dollars ($5,000), such payment to cover the initial exploration work for such well, reworking, drilling and production operations. Location site for any well or wells on the Leased Premises shall not exceed three acres unless agreed upon before construction of location. Assignee further agrees to pay Surface Owner the amount of Ten Dollars ($10.00) per rod for any pipelines constructed on the Leased Premises that have a diameter of six (6") inches or less. Assignee further agrees to pay Surface Owner the amount of Fifteen Dollars ($15.00) per rod for any pipelines constructed on the Leased Premises that have a diameter of above six (6") inches and up to twenty-four (24") inches. No pipelines in excess of twenty-four (24") inches shall be constructed on the Leased Premises without a re-negotiated provision and additional consideration as evidenced by the express written consent of Surface Owner. For any roads to be constructed on the Leased Premises, Assignee agrees to pay Lessor the amount of Fifteen Dollars ($15.00) per rod. In the event Assignee uses existing roads regularly in the course of drilling or production operations, Assignee shall compensate Surface Owner for such use at the rate of Two Dollars ($2) per rod of road so used. The above payments are to compensate the Surface Owner for damages anticipated to be suffered by the Surface Owner as a result of the above-specified operations during the term of the Lease. It is understood and agreed by Assignee that other and additional damages may be incurred and suffered by the Surface Owner during the conduct of Assignee's operations on said lands, such as damages to trees, fences, improvements, water wells, livestock, gates, cattle guards, bridges, fences and other improvements, and that appropriate and reasonable amounts shall be due and payable to the Surface Owner on the event such damages occur. Surface Owner and Assignee agree to negotiate in good faith to arrive at reasonable amounts to be paid to the Surface Owner for any such additional damages.

2. In conducting exploratory operations on the Leased Premises, all shot holes will be kept a sufficient distance away from Surface Owner's water wells so as not to cause any damage thereto, and in no event shall any shot holes be drilled nearer than five hundred feet (500') to any water well without the express written consent of the Surface Owner. In the event any of Surface Owner's water wells shall be damaged or ruined as a result of such exploratory operations, Assignee shall be liable to the Surface Owner for the damages occasioned thereby. Assignee agrees to promptly plug all shot holes, rake and pile all debris and restore the surface of said lands to substantially the same condition as before the commencement of such operations.

3. Assignee will not cut or go over any fence or fences of the Surface Owner in connection with any operations on the Leased Premises without first obtaining Surface Owner's consent thereto in writing. If Surface Owner consents to the cutting of a fence, the cuts must be made at the place designated by the

Surface Owner, and Assignee shall, prior to cutting an fence, brace the existing fence adequately on both sides of the proposed cuts so that when the fence is cut there will be no slackening of the wires. If a fence is cut for the purpose of creating a road or passage, Assignee shall install within the opening a gate or cattle guard, as may be designated by the Surface Owner.

4. Assignee agrees that it will use its best efforts to prevent fires on said lands and will use its best efforts to prevent, pick-up, and remove papers, boxes, sacks and containers and waste material of any kind from coming on the Leased Premises and littering the Leased Premises during the term of this Lease.

5. Assignee agrees all drilling mud shall be removed and all of Assignee's slush pits shall be filled and leveled within a reasonable length of time after cessation of operations and the Assignee shall proceed with reasonable diligence to restore the surface of said lands to as near to its original condition found prior to Assignee's operation as is practicable. Upon request of the Surface Owner, Assignee shall fence all drill sites, including slush pits and areas containing chemicals ad other substances which may be harmful to livestock.

6. Without Surface Owner's written consent, no well shall have a surface location on said lands within five hundred feet (500') of any residence or any other residential structure.

7. Assignee shall be entitled to drill water wells for its use in operations on the Leased Premises provided that the Surface Owner has access to utilize excess water from such wells and in the event Assignee abandons the well, shuts it in, or otherwise ceases using it, Assignee shall turn the water well(s) over to Surface Owner. In the event Assignee elects to purchase water from Surface Owner for the surface water sources through Surface Owner's water rights or permits, Assignee shall pay to Surface Owner the amount of Three Dollars ($3) for each one thousand (1000) gallons so used.

8. Assignee and Surface Owner shall in good faith attempt to coordinate any cattle operations such as shipping so as to minimize any impact on Surface Owner's operation. Assignee shall use all reasonable means to accommodate Surface Owner when requested in a reasonable fashion to avoid Surface Owner suffering any damages in its ongoing operations.

9. All notices and other communications to the parties hereto shall be deemed to have been given or made when delivered in person or deposited in the United States mail, registered or certified mail, postage prepaid, addressed to the party to whom such communication is directed, as follows:

SURFACE OWNER
Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000.
Box 569
Big Piney, WY 83113
Phone: 307-276-3224
Fax: 307-276-3220

ASSIGNEE
Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone: 303-708-9740
Fax: 303-708-9748

This Surface Use Agreement shall be binding upon and inure to the benefit of the Surface Owner, and the assigns of the Surface Owner, and Lessee, and the permitted assigns of Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of August 1, 2001.

SURFACE OWNER

By: Ena B. Olson

Name: Ena B. Olson, Individually and as Trustee of the Robert E. Olson Living Trust and Ena B. Olson Living Trust both dated March 28, 2000

Date: 8-7-01

ASSIGNEE

By:

Name: Ultra Resources, Inc.

Title: Agent

Date: August 7, 2001

WELLBORE ASSIGNMENT AND BILL OF SALE

This Wellbore Assignment ("Assignment") dated effective as of March 1, 2001, at 7:00 A.M. at the location of the properties ("Effective Time"), is from S T Oil Company, 1801 Broadway, Suite 600, Denver, CO 80202, and III Exploration Company, P. O. Box 7608, Boise, ID 83707 ("Assignors") to Lewis & Clark Exploration Co., whose address is 1100 W. Littleton Blvd., Suite 101, Littleton, CO 80120-2232 ("Assignee")

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

1. An undivided Two and One-Half Percent (2 1/2%) leasehold working interest to be borne proportionately in the amounts of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration Company in and to that certain Oil and Gas Lease dated July 2, 1975, and recorded in Book 58, page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 59, Page 687 of the Oil and Gas Records of Sublette County, Wyoming, by and between Brandt M. Jensen and Josephine Jensen, et al, as Lessors, and Leonard Hay, as Lessee ("the Lease"), INSOFAR AND ONLY INSOFAR as the Lease pertains to the wellbore of the Jensen #1A well, located in the NW/4SW/4, surface location being 1151' FWL and 1577 FNL and bottom hole location being 660' FWL and 1980' FNL of Section 11, Township 31 North, Range 109 West, Sublette County, 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 assigned hereunder in the oil, gas and associated substances and other minerals produced or producible from the wellbore of the Jensen #1A Well from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Jensen 1A Well ("Contracts"), including but not limited to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements, licenses, and authorizations in any way relating to the wellbore interest assigned hereunder.

2. An undivided Two and One-Half (2 ½%) in and to the Jensen 1A Well, to be borne proportionately in the amounts of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration Company, together with a like interest in the personal property and equipment on, appurtenant to, or used in connection with the Jensen #1A Well, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, ("Equipment"), and all other appurtenances thereunto belonging; and natural gas, crude oil, condensate or other products produced from the Jensen #1A Well.

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

To have and to hold the Interest unto Assignee, its successors and assigns forever.

285713

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RECORDED Aug. 9 2001 3:50 PM
IN BOOK 119 O+G PAGE 178
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sch

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

A. This Assignment is made subject to the terms and provisions of the Lease and the agreements affecting the Lease. Upon acceptance of this Assignment, Assignee hereby assumes all obligations and burdens rising under the Leases and the agreements affecting the Lease.

B. The interest assigned hereunder shall be subject to its proportionate share of all royalties, overriding royalties, and other leasehold burdens of record.

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

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

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

EXECUTED on the date contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNORS:

ATTEST

Michele L. Hiller

By: Michele L. Hiller
Title: Secretary

S T OIL COMPANY

J. S. Butler

By: J. Samuel Butler
President

ATTEST

By:
Title:

III EXPLORATION COMPANY

Wm C Glynn

By: Wm. C Glynn
Title: President.

ASSIGNEE:

LEWIS & CLARK EXPLORATION CO.

By: Donald R. Hembre
Title: President

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

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by J. Samuel Butler, President of S T Oil Company.
Witness my hand and official seal.

PAMELA K REED NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2003

Pamela K Reed
Notary Public, residing at 1801 Broadway, Ste 700 Denver, Co 80202

STATE OF IDAHO }
} ss.
COUNTY OF Ada }

The foregoing instrument was acknowledged before me this 5th day of June, 2001, by William C Glynn, as President of III Exploration Company.
Witness my hand and official seal.

Nov 9 2006
My commission expires:

D. Kent Little
Notary Public

D KENT LITTLE NOTARY PUBLIC STATE OF IDAHO

STATE OF COLORADO }
} ss.
~~CITY AND~~ COUNTY OF Arapahoe }

The foregoing instrument was acknowledged before me this 6 day of August, 2001, by Donald R Hembre, as President of Lewis & Clark Exploration Co.
Witness my hand and official seal.

2-10-2003
My commission expires:

Linda Kelly
Notary Public

LINDA KELLY NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
February 10, 2003

ASSIGNMENT AND CONVEYANCE

Reference is made to all interests owned by Diamond Head Properties, L.P., P.O. Box 2127, Midland, Texas 79702, in real estate and oil, gas and other minerals, including, but not limited to, fee ownership therein, or any part thereof, royalties, leasehold interests and operating rights, overriding royalties, production payments, reversionary interests, contractual rights and partnership interests.

NOW, THEREFORE, for sufficient consideration received, Diamond Head Properties, L.P., hereinafter called Grantor, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY unto Wold Oil Properties, Inc., 139 West 2nd Street, Suite 200, Casper, Wyoming 82601, hereinafter called Grantee, all of Grantor's right, title and interest in real estate and in and to the mineral and royalty interests, overriding royalties, production payments, oil and gas leases, working interests and operating rights, reversionary leasehold interests and contractual rights relating to such leasehold interests, fee ownership therein, or any part thereof owned by Diamond Head Properties, L.P., as reflected by the records of SUBLETTE COUNTY, WYOMING, and more particularly described on Exhibit "A", attached hereto and made a part hereof.

The interests in oil and gas leases assigned hereby are proportionately subject to all overriding royalty interests, operating agreements, gas purchase contracts, unitization agreements and other similar burdens which may affect the same and the oil, gas and mineral interests and/or royalty interests conveyed hereby are subject to any presently existing and valid oil, gas and mineral leases affecting the same, as reflected by the records of SUBLETTE COUNTY, WYOMING, with respect to each separate interest.

TO HAVE AND TO HOLD the Interests unto the Grantee, its heirs, personal representatives, successors and assigns, forever. This assignment is made without warranty express or implied and is subject to all valid instruments of record.

EXECUTED this 26th day of July, 2001, but effective as of August 1, 1997.

Diamond Head Properties, L.P.,
Redfern Enterprises, Inc., General Partner

By: _____
Rosalind R. Grover, President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

285715

RECORDED Aug. 9 2001 4:00 PM
IN BOOK 119 O&G PAGE 181
FEES $ 23.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

On this 26th day of July, 2001, before me, the undersigned, a Notary Public for the State of Texas personally appeared Rosalind R. Grover, known to me the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

_____
Notary Public, Shirley R. Choate

My commission expires: 10-21-2002

SHIRLEY R. CHOATE
Notary Public, State of Texas
My Commission Exp. 10-21-2002

"EXHIBIT "A"

Attached to and made a part of that 'Assignment and Conveyance'
effective August 1, 1997 between Diamond Head Properties, L.P., as Grantor,
and Wold Oil Properties, Inc., as Grantee.

SUBLETTE COUNTY, WYOMING

1.	Our File No.:	SB9105
	Lessor:	USA #W-69874
	Date:	1/01/80
	Description:	T-30-N, R-114-W, 6th P.M. Section 31: E/2 E/2
2.	Our File No.:	SB9116
	Lessor:	USA #W-52404
	Date:	12/01/75
	Description:	T-29-N, R-115-W Section 12: All
3.	Our File No.:	SB9117
	Lessor:	USA #W-36438
	Date:	10/01/72
	Description:	T-30-N, R-114-W Section 33: All Section 34: SW/4 NE/4, W/2NW/4, SE/4 NW/4, SW/4, W/2 SE/4, containing 1040 acres, more or less
4.	Our File No.:	SB9128
	Lessor:	USA #W-54161
	Date:	4/01/76
	Description:	Insofar as said lease covers T-29-N, R-114-W Section 19: E/2
5.	Our File No.:	SB9129
	Lessor:	USA #W-54162
	Date:	4/01/76
	Description:	T-29-N, R-114-W Section 29: NE/4,down to the base of the Dakota formation
6.	Our File No.:	SB9130
	Lessor:	USA #W-80232
	Date:	4/01/79
	Description:	T-29-N, R-115-W Section 14: NE/4, E/2 NW/4, S/2, down to the base of the Dakota formation

"EXHIBIT "A"

Attached to and made a part of that 'Assignment and Conveyance'
effective August 1, 1997 between Diamond Head Properties, L.P., as Grantor,
and Wold Oil Properties, Inc., as Grantee.

SUBLETTE COUNTY, WYOMING

7.	Our File No.:	SB9131
	Lessor:	USA #W-62803
	Date:	11/01/78
	Description:	T-29N, R-114-W Section 6: Lots 3, 4, 5, 6, 7, SE/4 NW/4, E/2 SW/4 Section 7: Lots 1, 2, 3, 4, E/2 W/2 Section 18: Lots 1, 2, 3, 4, E/2 W/2 Section 26: E/2,E/2 NW/4, SW/4 NW/4, SW/4
8.	Our File No.:	SB9132
	Lessor:	USA #W-67196
	Date:	4/01/79
	Description:	T-29-N, R-115-W Section 1: All Section 2: All Section 11: E/2, E/2 W/2
9.	Our File No.:	SB9136
	Lessor:	USA #W-49634
	Date:	4/01/75
	Description:	T-29-N, R-114-W Section 8: All
10.	Our File No.:	SB9137
	Lessor:	USA #W-38887
	Date:	3/31/73
	Description:	T-29-N, R-114-W, 6th P.M. Section 4: Lot 4, S/2 NE/4, SW/4 NW/4, S/2 Section 5: Lots 1, 2, 3, S/2 N/2, S/2
11.	Our File No.:	SB9141
	Lessor:	USA #W-78475
	Date:	6/01/74
	Description:	T-29-N, R-114-W Section 10: All Section 15: E/2

"EXHIBIT "A"

Attached to and made a part of that 'Assignment and Conveyance'
effective August 1, 1997 between Diamond Head Properties, L.P., as Grantor,
and Wold Oil Properties, Inc., as Grantee.

SUBLETTE COUNTY, WYOMING

12.	Our File No.:	SB9145
	Lessor:	USA #W-60620
	Date:	4/01/76
	Description:	T-29-N, R-114-W Section 5: Lot 4 Section 6: Lots 1, 2, S/2 NE/4, SE/4 Section 7: E/2 Section 17: N/2 Section 18: SE/4 As to all depths in the Sections above. Section 9: SE/4 SE/4 Section 17: S/2 Limited to 9340' or the base of the Dakota formation in the SE/4 SE/4 of Sec. 9 and S/2 Sec/ 17, insofar as said lease covers the above lands Sublette Co., WY
13.	Our File No.:	SB9146
	Lessor:	USA #W-59398
	Date:	8/01/77
	Description:	T-29-N, R-114-W Section 18: NE/4 Section 20: All
14.	Our File No.:	SB9146
	Lessor:	St. of WY #76-0342
	Date:	5/02/76
	Description:	T-29-N, R-114-W Section 16: All
15.	Our File No.:	SB9148
	Lessor:	USA #W-60621
	Date:	4/01/76
	Description:	T-29-N, R-114-W Section 21: All Section 28: All
16.	Our File No.:	SB9149
	Lessor:	USA #W-78476
	Date:	3/01/75
	Description:	T-29-N, R-114-W Section 9: N/2

QUITCLAIM ASSIGNMENT

285716

STATE OF WYOMING }
} SS:
COUNTY OF SUBLETTE }

RECORDED Aug. 9 2001 4:00 PM
IN BOOK 119 Q46 PAGE 185
FEES $ 16.00 CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Kerr-McGee Corporation, a Delaware corporation, whose address is Kerr-McGee Center, Oklahoma City, Oklahoma 73102, hereinafter referred to as "Kerr-McGee", by an instrument entitled "ASSIGNMENT AND CONVEYANCE", dated December 20, 1996 but effective as of September 17, 1996 (the "KMNAOC Assignment"), did assign and convey unto Kerr-McGee North American Onshore Corporation, an Oklahoma corporation, all of its right, title and interest in and to the oil, gas and mineral leases covering lands in Sublette County, Wyoming, listed on Exhibit "A" attached hereto and made a part hereof for all purposes (together with other interests not the subject of this instrument), said instrument being recorded in Book 104 at Page 192 of the Oil and Gas Records of the County Clerk of Sublette County, Wyoming; and

WHEREAS, the interests listed on Exhibit "A" attached hereto were included through mutual mistake and inadvertence, and were not intended to be included in the KMNAOC Assignment; and

WHEREAS, subsequent to the execution, delivery and recording of said Assignment, Kerr-McGee agreed to sell and assign, and did in fact assign the same oil, gas and mineral leases unto Wold Oil Properties, Inc., a Wyoming corporation, whose address is 139 West Second Street, Suite 200, Casper, Wyoming 82601, hereinafter referred to as "Assignee", by an instrument entitled Conveyance, Assignment and Bill of Sale dated November 18, 1997 but effective August 1, 1997 (the "Wold Assignment"), said instrument being recorded in Book 106 at Page 193 of the Oil and Gas Records of the County Clerk of Sublette County, Wyoming; and

WHEREAS, the said Kerr-McGee North American Onshore Corporation has now merged into Devon Energy Corporation (Nevada), a Nevada corporation, whose address is 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102-8260, hereinafter referred to as "Devon", with Devon being the surviving corporation; and

WHEREAS, on December 31, 1996, the said Kerr-McGee North American Onshore Corporation merged into Devon Energy Corporation (Nevada), a Nevada corporation; and

WHEREAS, the said Devon Energy Corporation (Nevada), has now merged into Devon Energy Production Company, L.P., a limited partnership organized under the laws of Oklahoma, whose address is 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102-8260, hereinafter referred to as "Assignor", with Assignor being the surviving entity; and

WHEREAS, this instrument is executed for the purpose of giving effect to the Wold Assignment insofar and only insofar as pertains to the leases listed on Exhibit "A" attached hereto;

NOW THEREFORE Assignor, as successor-by-merger to Kerr-McGee North American Onshore Corporation, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, sell, convey and quitclaim, without any warranty whatsoever, unto Assignee, its successors and assigns, all right, title and interest in, to and under the oil, gas and mineral leases identified and described on said Exhibit "A", together with any and all appurtenances and easements belonging thereto or associated therewith, including any and all contracts and agreements pertaining thereto, and all wells, personal property, fixtures and equipment associated therewith, insofar and

Only insofar as the same was acquired by virtue of the KMNAOC Assignment.

TO HAVE AND TO HOLD the above described premises, together with all rights and appurtenances thereunto in any wise belonging unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed this 30th day of July, 2001, but effective as of 7:00 A.M. in the time zone where the above described land is located, August 1, 1997.

Devon Energy Production Company, L.P.
by Devon Energy Management
Company, L.L.C., as General Partner

By _____
D.D. DeCarlo, Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on this 30 day of July, 2001, by D.D. DeCarlo, Vice President of Devon Energy Management Company, L.L.C., an Oklahoma limited liability company on behalf of and as General Partner of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of the Company.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

12-9-02

AIMEE WALKER
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires _____.

186

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN QUITCLAIM ASSIGNMENT DATED EFFECTIVE AUGUST 1, 1997, BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P., ASSIGNOR, AND WOLD OIL PROPERTIES, INC., ASSIGNEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE
P42960001-1	DEPT OF INTERIOR #W-62803	GARY L. WISE	11/01/78			754.89 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 6, 7, SE/4 NW/4, E/2 SW/4 SEC 7: LOTS 1, 2, 3, 4, E/2 W/2 SEC 18: LOTS 1, 2, 3, 4, E/2 W/2	SUBLETTE	WYOMING
P42960001-2	DEPT OF INTERIOR #W-62803	GARY L. WISE	11/01/78			680.25 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 6: LOTS 3, 4 & 5 SEC 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4	SUBLETTE	WYOMING
P42960003-1	DEPT OF INTERIOR #W-69874	J. T. LYKES, JR.	01/01/80			40 AC, MOL, BEING: TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 31: SE/4 SE/4	SUBLETTE	WYOMING
P42960004-1	DEPT OF INTERIOR #W-60620	J. T. LYKES, JR.	04/01/76			1459.12 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 5: LOT 4 SEC 6: LOTS 1, 2, S/2 NE/4, SE/4 SEC 7: E/2 SEC 9: SE/4 SE/4 SEC 17: ALL SEC 18: SE/4	SUBLETTE	WYOMING
P42960005-1	DEPT OF INTERIOR #W-59398	FRED D. VOLZ	08/01/77			800 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 18: NE/4 SEC 20: ALL	SUBLETTE	WYOMING
P42960006-1	DEPT OF INTERIOR #W-78476	PETER S. KITHAF	04/01/75			320 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 9: N/2	SUBLETTE	WYOMING
P42960007-1	DEPT OF INTERIOR #W-54161	ESTELLE C. HAEFELE	04/01/76			INSOFAR AS LEASE COVERS: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 19: E/2	SUBLETTE	WYOMING

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN QUITCLAIM ASSIGNMENT DATED EFFECTIVE AUGUST 1, 1997, BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P., ASSIGNOR, AND WOLD OIL PROPERTIES, INC., ASSIGNEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE
P42960008-1	STATE OF WYOMING #76-0342	RAINBOW RESOURCES	05/02/76			640 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 16: ALL	SUBLETTE	WYOMING
P42960009-1	DEPT OF INTERIOR #W-60621	PATRICIA R. PFENNING	04/01/76			1,280 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 21: ALL SEC 28: ALL	SUBLETTE	WYOMING
P42960010-1	DEPT OF INTERIOR #W-54162	PATRICIA R. PFENNING	04/01/76			160 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 29: NE/4	SUBLETTE	WYOMING
P42960011-1	DEPT OF INTERIOR #W-49634	JOHN A. YATES	04/01/75			640 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 8: ALL	SUBLETTE	WYOMING
P42960013-1	DEPT OF INTERIOR #W-38887	HOWELL SPEAR	03/31/73			1,000.90 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 4: LOT 4, S/2 NE/4, SW/4 NW/4, S/2 SEC 5: LOTS 1, 2, 3, S/2 N/2, S/2	SUBLETTE	WYOMING
P42960014-1	DEPT OF INTERIOR #W-52404	FLAG-REDFERN OIL COMPANY	12/01/75			640 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 12: ALL	SUBLETTE	WYOMING
P42960015-1	DEPT OF INTERIOR #W-36438	DEVERAUX MILBURN, JR.	10/01/72	64	168	560 AC, MOL, BEING: TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: S/2, S/2 N/2 SEC 34: W/2 SW/4	SUBLETTE	WYOMING
P42960015-2	DEPT OF INTERIOR #W-36438	DEVERAUX MILBURN, JR.	10/01/72	64	168	480 AC, MOL, BEING: TOWNSHIP 30 NORTH, RANGE 114 WEST SEC 33: N/2 N/2 SEC 34: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4	SUBLETTE	WYOMING
P42960021-1&2	DEPT OF INTERIOR #W-78475	JOANNE PRITCHETT	06/01/74			960 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 114 WEST SEC 10: ALL SEC 15: E/2	SUBLETTE	WYOMING

189

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN QUITCLAIM ASSIGNMENT DATED EFFECTIVE AUGUST 1, 1997, BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P., ASSIGNOR, AND WOLD OIL PROPERTIES, INC., ASSIGNEE

KERR-MCGEE ID NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	LAND DESCRIPTION	COUNTY	STATE
P42960022-1	DEPT OF INTERIOR #W-80232	GUS CARRAS	04/01/79			560 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 14: NE/4, E/2 NW/4, S/2	SUBLETTE	WYOMING
P42960026-1	DEPT OF INTERIOR #W-67196	GUS CARRAS	04/01/79			120 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: S/2 SE/4, NE/4 NE/4	SUBLETTE	WYOMING
P42960026-2	DEPT OF INTERIOR #W-67196	GUS CARRAS	04/01/79			1,640 AC, MOL, BEING: TOWNSHIP 29 NORTH, RANGE 115 WEST SEC 1: N/2, SW/4, NW/4 SE/4 SEC 2: ALL SEC 11: E/2, E/2 W/2	SUBLETTE	WYOMING

[redacted] [redacted] [redacted]

SECOND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS **SECOND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT** (this "**Amendment**") is entered into as of the effective time and date hereinafter stated (the "**Effective Date**") by and between **HOWELL PETROLEUM CORPORATION,** a Delaware corporation with an address for notice hereunder of 1500 Howell Building, 1111 Fannin, Houston, Texas 77002 ("**Mortgagor**"), and **BANK OF MONTREAL,** with offices and banking quarters at 115 South LaSalle Street, Chicago, Illinois 60603, as agent for the lenders which are or become parties to the Credit Agreement referred to below (collectively called the "**Lenders**") (in such capacity as agent, together with its successors in such capacity, the "**Mortgagee**").

RECITALS

A. Mortgagor, Mortgagee and the Lenders have entered into a Credit Agreement dated as of December 17, 1997 (the "**Prior Credit Agreement**").

B. The Prior Credit Agreement is secured by, among other things, that certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 31, 1998 from Mortgagor to Mortgagee for the benefit of the Lenders (the "**Mortgage**").

C. The Mortgage was duly recorded as follows:

Jurisdiction	Date Filed	Recording Information
Monroe Co., AL	10/21/98	Book 536, Page 201
Plaquemines Parish, LA	8/13/98	MOB 281, Folio 551
Carbon Co., MT	8/11/98	#286437
Fremont Co., WY	8/11/98	Book 838, Page 217
Hot Springs, Co., WY	8/11/98	Book 78, Page 176
Natrona Co., WY	9/23/98	#621695
Park Co., WY	8/31/98	#6081
Sublette Co., WY	8/12/98	Book 108 016, Page 425

D. Mortgagor, Mortgagee and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of December 1, 1998 (the "**Amended and Restated Credit Agreement**") amending and restating the Prior Credit Agreement.

285762

RECORDED Aug. 13 AD 4:00 PM
IN BOOK 119 O+G PAGE 190
FEES $ 16.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[signature]

E. Mortgagor, Mortgagee and the Lenders have entered into that First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of December 1, 1998 (the "**First Amendment**") amending the Mortgage.

F. The First Amendment was duly recorded as follows:

Jurisdiction	Date Filed	Recording Information
Monroe Co., AL	1/25/99	Book 541, Page 228
Plaquemines Parish, LA	1/19/99	MOB 286, Folio 304
Carbon Co., MT	1/19/99	#288283
Fremont Co., WY	1/20/99	#1197647
Hot Springs Co., WY	1/20/99	Book 79, Page 952
Natrona Co., WY	1/20/99	#628105
Park Co., WY	1/25/99	#1999593
Sublette Co., WY	1/21/99	Book 74, Page 267

G. Mortgagor, Mortgagee and the Lenders have entered into that Second Supplement to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of February 28, 2001 supplementing the Mortgage.

H. The Borrower, the Mortgagee and the Lenders have entered into that certain First Amendment to Amended and Restated Credit Agreement dated as of July 26, 2001 amending the Amended and Restated Credit Agreement (as amended by such amendment, the "**Credit Agreement**") .

I. Mortgagor and Mortgagee now desire to amend and supplement the Mortgage.

NOW, THEREFORE, in view of the foregoing, Mortgagor and Mortgagee do hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Mortgage.

2. All references in the Mortgage to "this Mortgage", as defined in the opening paragraph of the Mortgage shall mean the Mortgage as amended hereby and as the same may from time to time be further amended or supplemented.

3. All references to "Credit Agreement" in the Mortgage shall hereafter be deemed to be references to the Credit Agreement defined herein.

4. The Mortgage is hereby amended by deleting Section 1.03(a)(i) in its entirety and inserting in lieu thereof the following:

(a) (i) Payment of and performance of any and all indebtedness, obligations and liabilities of the Borrower pursuant to the Credit Agreement, whether now existing or hereafter arising,

including without limitation, the promissory notes which are or may be executed by the Mortgagor payable to the order of the Lenders and being in the aggregate principal amount of $150,000,000 with final maturity on or before the Quarterly Date falling on June 15, 2006, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part;

5. Mortgagor hereby confirms that it has heretofore granted, bargained, sold, assigned, mortgaged, warranted, transferred and conveyed to Trustee for the benefit of Mortgagee, and granted a security interest to Mortgagee in, the Mortgaged Property, and Mortgagor further grants, bargains, sells, assigns, mortgages, warrants, transfers and conveys to Trustee for the benefit of Mortgagee, and grants a security interest to Mortgagee in, the Mortgaged Property, to Mortgagee on behalf of the Lenders to secure the payment and performance of the Indebtedness as amended hereby.

6. Mortgagor hereby confirms that it has heretofore absolutely and unconditionally assigned, transferred and conveyed and does hereby absolutely and unconditionally assign, transfer and convey to Mortgagee, its successors and assigns, all of the Hydrocarbons and all products obtained or processed therefrom attributable to the Hydrocarbon Property, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all payments in lieu of the Hydrocarbons such as "take or pay" payments or settlements.

7. The parties hereto hereby acknowledge and agree that except as specifically amended, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

8. This Amendment may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

THUS DONE AND PASSED, this 26th day of July, 2001, to be effective as of July 26, 2001 (the "Effective Date") before the undersigned Notary Public and witnesses.

MORTGAGOR:

WITNESSES:

HOWELL PETROLEUM CORPORATION

Kelly J Adams
Name:

By: Robert T Moffett
Robert T. Moffett, Vice President

Ana M Juan
Name:

JANET M BIENSKI
Notary Public, State of Texas
My Commission Expires
FEBRUARY 19, 2005

Janet M Bienski
Notary Public

THUS DONE AND PASSED, this 26th day of July, 2001, to be effective as of July 26, 2001 (the "Effective Date") before the undersigned Notary Public and witnesses.

MORTGAGEE:

WITNESSES:

BANK OF MONTREAL, AS AGENT

Kelly J Adams
Name:

By: James V. Ducote
James Ducote, Vice President

Ana M Juan
Name:

Janet M Bienski
Notary Public

JANET M BIENSKI
Notary Public, State of Texas
My Commission Expires
FEBRUARY 19, 2005

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

ALABAMA

I, Janet M. Bienski, a Notary Public in and for said county in said state, hereby certify that Robert T. Moffett, whose name as Vice President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, 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 corporation.

Given under my hand this 26th day of July, 2001.

MONTANA

This instrument was acknowledged before me on July 26, 2001 by Robert T. Moffett, Vice President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, on behalf of such corporation.

WYOMING

The foregoing instrument was acknowledged before me on July 26, 2001 by Robert T. Moffett, Vice President of HOWELL PETROLEUM CORPORATION, a Delaware corporation, on behalf of such corporation.

Janet M. Bienski
Notary Public in and for the
State of Texas

[SEAL]

JANET M BIENSKI
Notary Public, State of Texas
My Commission Expires
FEBRUARY 19, 2005

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

ALABAMA

I, Janet M. Bienski, a Notary Public in and for said county in said state, hereby certify that James Ducote, whose name as Vice President of BANK OF MONTREAL, a Canadian chartered bank, 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 bank.

Given under my hand this 26th day of July, 2001.

MONTANA

This instrument was acknowledged before me on July 26, 2001 by James Ducote, Vice President of BANK OF MONTREAL, a Canadian chartered bank, on behalf of such bank.

WYOMING

The foregoing instrument was acknowledged before me on July 26, 2001 by James Ducote, Vice President of BANK OF MONTREAL, a Canadian chartered bank, on behalf of such bank.

Janet M Bienski
Notary Public in and for the
State of Texas

[SEAL]

JANET M BIENSKI
Notary Public, State of Texas
My Commission Expires
FEBRUARY 19, 2005

285827

RECORDED Aug. 16 2001 3:15PM
IN BOOK 119 B+G PAGE 196
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), dated effective June 1, 2001 (the "Effective Date"), is from Wolverine Gas and Oil Corporation, a Michigan corporation, whose address is One Riverfront Plaza, 55 Campau, N.W. Grand Rapids, Michigan 49503-2616 ("Wolverine") to AEC Oil & Gas (USA) Inc., a Delaware corporation, whose address is 370 17th Street, Suite 3050, Denver, Colorado 80202 ("AEC").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Wolverine, Wolverine hereby transfers, grants, bargains, sells, conveys and assigns to AEC an undivided 20% of 8/8th's right, title and interest in, to and under (a) the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases") and (b) that certain South Pass Exploration Agreement dated July 1, 2000 between Texaco Exploration and Production Inc. and Wolverine Gas and Oil Corporation, as amended as of July 1, 2000 and January 15, 2001.

Wolverine hereby excepts and reserves unto itself, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total of all royalty, overriding royalty, production payment and net profits interest or other leasehold burdens existing as of the Effective Date and a total burden of 20% of 8/8ths in each Lease, proportionately reduced to the mineral interest covered in each Lease and proportionately reduced to the interest assigned to AEC in each Lease (the "Reserved Overriding Royalty"). The Reserved Overriding Royalty shall apply to all oil, gas and other hydrocarbons produced, saved and marketed from the Leases. The Reserved Overriding Royalty shall be paid on the net proceeds at the well from the sale of oil, gas and other hydrocarbons after deduction of all ad valorem, severance, conservation and other taxes and all post-production costs and expenses paid by AEC that are incurred between the wellhead and the point of sale including, but not limited to the costs and expenses incurred by AEC relating to gathering, transporting, storing and separating, processing, treating, dehydrating, compressing or otherwise making oil, gas and other hydrocarbons ready for sale or use. The Reserved Overriding Royalty shall not apply to hydrocarbons used in the production, transportation, compression and treatment process to get the oil, gas and minerals to market and sold. It is the intent of Wolverine and AEC that Wolverine deliver to AEC an 80% net revenue interest in the Leases.

Wolverine makes no warranty or representation of title, except that Wolverine, for itself and its successors and assigns, warrants title to the interests assigned herein against the claims of any person claiming the whole or any part thereof by, through or under Wolverine, but not otherwise.

Where appropriate, separate assignments of all or portions of the interests assigned herein may be executed on approved federal or state forms by Wolverine to AEC, 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 hereby.

Wolverine covenants and agrees that upon written request of AEC, but without further consideration, Wolverine shall execute such further instruments of conveyance as reasonably necessary to convey

196

to AEC the interests described in Exhibit "A," provided that no such instrument shall contain any warranty in excess of that contained herein.

If the Leases cover less than all the lands or all the oil and gas mineral rights in and to the lands covered by this Assignment, or if the Leases are pooled, spaced or unitized with other lands, the Reserved Overriding Royalty shall be proportionately reduced to the interest assigned hereunder.

The provisions of this Assignment shall apply to any renewal, exchange, extension or alteration of the Leases, in whole or in part. and the interests assigned herein are subject to the terms and conditions of each respective Lease.

This Assignment shall bind and inure to the benefit of Wolverine and AEC and their respective representatives, heirs, successors and assigns; provided, however, the interests owned by Wolverine and AEC hereafter shall not be assigned without the prior written consent of the other.

The rights and obligations of both Wolverine and AEC in this Assignment are subject to the terms and provisions of that certain Exploration Agreement for the South Pass Prospect dated effective June 1, 2001, between Wolverine and AEC and any documents entered into pursuant to the Exploration Agreement. If there is any conflict between this Assignment and the Exploration Agreement, the Exploration Agreement shall govern and control.

This Assignment is made subject to the terms of that certain Lease Acquisition Agreement dated March 15, 1999 between Kirkwood Oil and Gas, a sole proprietorship of William C. Kirkwood and Loma Energy Corporation, and Wolverine, as amended.

Executed as of the date of the acknowledgment below, but effective as of the Effective Date.

ASSIGNOR:

Attest:

Sue A. Benson

WOLVERINE GAS AND OIL CORPORATION

By:
Name: Richard D. Moritz
Title: Vice President Land

ASSIGNEE

AEC OIL & GAS (USA) INC.

Attest:

By:
Name: Jon Grannis
Title: Vice President, Exploration

[redacted] [redacted] [redacted]

Acknowledgments

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of July, 2001 by Richard D. Moritz, as Vice President Land of Wolverine Gas and Oil Corporation, a Michigan corporation.

Witness my hand and official seal.

SUE A. BENSON NOTARY PUBLIC KENT COUNTY, MICHIGAN

My commission expires: 12/11/05

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

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

The foregoing instrument was acknowledged before me this 16th day of July, 2001 by Jon Grannis, as Vice President, Exploration of AEC Oil & Gas (USA) Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: 4/19/05

Marilyn R. Tucker
3135 21st Ave.
Greeley, CO 80631

Marilyn R. Tucker
Notary Public

MARILYN R. TUCKER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/19/2005

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 12 Description: Sec 28, T028N, R105W, Sublette County

SESW

Inst # WY-71-56 Dated 08/01/1999 Recorded: Liber 113 Page 100

Lessor
BLM WYW148551
PO BOX 1828
CHEYENNE WY 82003-1828

Lessee
CLARK NYE

Parcel 03 Description: Sec 15, T028N, R105W, Sublette County

W2
SE

Parcel 04 Description: Sec 21, T028N, R105W, Sublette County

N2

Parcel 05 Description: Sec 22, T028N, R105W, Sublette County

W2

Inst # WY-71-57 Dated 08/01/1999 Recorded: Liber 113 Page 107

Lessor
BLM WYW148553
PO BOX 1828
CHEYENNE WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 21, T028N, R105W, Sublette County

S2

EXHIBIT "A"

Parcel 03 Description: Sec 28, T028N, R105W, Sublette County

NE
N2SW
SWSW
SE

Parcel 04 Description: Sec 29, T028N, R105W, Sublette County

E2

Parcel 07 Description: Sec 27, T028N, R105W, Sublette County

NW

Parcel 08 Description: Sec 28, T028N, R105W, Sublette County

NW

Inst # WY-71-59 Dated 08/02/1999 Recorded: Liber 112 Page 321

Lessor	Lessee
ELDON M. SPICER ESTATE (DEC'D) C/O THOMAS E. SPICER 1208 HILLTOP DR. STE. 103 ROCK SPRINGS, WY 82901	WOLVERINE GAS AND OIL COR

Parcel 07 Description: Sec 28, T028N, R105W, Sublette County

SESW

Inst # WY-71-85 Dated 12/01/2000 Recorded: Liber 117 Page 507

Lessor	Lessee
BLM WYW-151801 PO BOX 1828 CHEYENNE WY 82003-1828	CONTEX ENERGY CO

Parcel 01 Description: Sec 18, T028N, R105W, Sublette County

LOTS 1-4
E2 E2W2
(ALL)

Parcel 02 Description: Sec 19, T028N, R105W, Sublette County

LOTS 1-4
E2 E2W2
(ALL)

EXHIBIT "A"

Parcel 03 Description: Sec 33, T028N, R105W, Sublette County

ALL

Inst # WY-71-86 Dated 04/01/2000 Recorded: Liber 117 Page 516

Lessor
BLM WYW-150046
PO BOX 1828
CHEYENNE WY 82003-1828

Lessee
TEXACO E&P INC

Parcel 01 Description: Sec 17, T028N, R105W, Sublette County

ALL

Parcel 02 Description: Sec 20, T028N, R105W, Sublette County

ALL

Parcel 03 Description: Sec 29, T028N, R105W, Sublette County

W2

Parcel 04 Description: Sec 30, T028N, R105W, Sublette County

LOTS 1-4
E2 E2W2
(ALL)

Parcel 05 Description: Sec 32, T028N, R105W, Sublette County

NW

Inst # WY-71-87 Dated 11/02/1999 Recorded: Liber 113 Page 366

Lessor
STATE OF WYOMING 99-00580
122 W 25TH STREET
HERSCHLER BLDG, 3 WEST
CHEYENNE WY 82002-0600

Lessee
TEXACO E&P INC

Parcel 01 Description: Sec 16, T028N, R105W, Sublette County

ALL

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08590, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 29 North, Range 107 West, 6th p.m. (New Fork Unit)
Section 4: Lots 1,2,3,4 S/2 N/2, S/2
Section 5: Lots 1,2,3,4 S/2 N/2, S/2

Containing 1278.60 acres

1.5% Overriding Royalty

WHEREAS, the said Robbie E. DavisFloyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2001.

Notary Public, in and for the State of Texas

My commission expires
03/02/04

Ann M. Montalvo
Notary's Printed Name

285918

RECORDED Aug. 21 2001 11:35 A.M.
IN BOOK 119 O+G PAGE 202
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-02-04

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 0-11528-A, which lease was issued by the State of Wyoming, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 30 North, Range 108 West, 6th p.m.
Section 16: S/2
Section 36: All

Containing 960 acres, more or less.

4% Overriding Royalty

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2001.

Notary Public, in and for the State of Texas

Ann M. Montalvo
Notary's Printed Name

My commission expires
03/02/04

285919

RECORDED Aug 21 2001 11:35AM
IN BOOK 119 O+G PAGE 203
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cathy Scott

NOTARY PUBLIC STATE OF TEXAS
ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-02-04

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08589, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 32 North, Range 109 West, 6th p.m. (Mesa Unit)
Section 5: Lots 1,2,3,4 S/2
Section 6: Lots 1 through 10, inclusive, SE/4
Section 7: E/2
Section 8: All
Section 17: All

Containing 2534.41 acres, more or less.

1.5% Overriding Royalty

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July 2001.

Notary Public, in and for the State of Texas

Ann M. Montalvo
Notary's Printed Name

My commission expires 03/02/04

285920

RECORDED Aug. 21 2001 11:35 AM
IN BOOK 119 OR PAGE 204
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

NOTARY PUBLIC STATE OF TEXAS
ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-02-04

205

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Serial Number 08592, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 21: S/2 S/2
Section 28: All
Section 29: All
Section 32: E/2
Section 33: All
Section 34: W/2 W/2

Containing 2,560 acres, more or less.

1.75% Overriding Royalty

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2001.

Notary Public, in and for the State of Texas

Ann M. Montalvo
Notary's Printed Name

My commission expires:
03/02/04

285921

RECORDED Aug. 21 2001 11:35AM
IN BOOK 119 Misc PAGE 205
FEES $ 6.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp 03-02-04

ASSIGNMENT OF OVERRIDING ROYALTY

:KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08593, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range109 West, 6 p.m. (Mesa Unit)
Section 17: S/2 NE/4, W/2, SE/4
Section 18: Lots, 1,2,3,4 E/2 W/2, E/2 (All)
Section 19: E/2
Section 20: All
Section 21: N/2 S/2, NW/4, W/2 NE/4

Containing 2,560 acres, more or less.

1.75% Overriding Royalty

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2001.

Notary Public, in and for the State of Texas

My commission expires
03/02/04

Ann M. Montalvo
Notary's Printed Name

285922

RECORDED Aug 21 2001 11:35 PM
IN BOOK 119 Of 6 PAGE 206
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp. 03-02-04

207

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Serial Number 08588, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 5: SW/4, SW/4 SE/4
Section 6: SE/4
Section 7: Lots 2,3,4, E/2 W/2, E/2
Section 8: All
Section 17: N/2 NE/4

Containing 1669.79 acres, more or less.

1.5% Overriding Royalty

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2001.

Notary Public, in and for the State of Texas

My commission expires:
03/02/04

Ann M. Montalvo
Notary's Printed Name

285923

RECORDED Aug 21 2001 11:35AM
IN BOOK 119 PAGE 207
FEES $6.00 in COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp 03-02-04

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp 03-0[illegible]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Serial Number 0-11507, which lease was issued by the State of Wyoming, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 16: All

Containing 640 acres, more or less.

WHEREAS, the said Robbie E. Davis-Floyd desires to sell and assign to Robert N. Floyd, 1106 West 6th St., Unit 103, Austin, Travis County, Texas, 78703, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis-Floyd does hereby sell, assign, transfer, convey and set over unto Robert N. Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis-Floyd has hereunto set her hand this 5 day of July, 2001.

Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis-Floyd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July 2001.

Notary Public, in and for the State of Texas

My commission expires
03/02/04

Notary's Printed Name

285924

RECORDED Aug. 21 2001 11:35AM
IN BOOK 19046 PAGE 208
FEES $ 6.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ANN M. MONTALVO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp 03-02-04

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 5th day of June, 20 01, by and between

John Perry Barlow, a married man dealing in his sole and separate property

Whose post office address is 168 South Franklin St., Pinedale, WY 82941, 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:

RECORDED Aug. 24 2001 1:40 PM
IN BOOK 119 OF 6 PAGE 209
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Township 28 North, Range 112 West, 6th P.M.
Section 12: SW¼SW¼
Section 13: Lot 3(36.64), W½NW¼

286005

****Wheresoever the words one-eighth (1/8) royalty appear herein, they are hereby amended to read one-seventh (1/7) royalty.****

JPB

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 and 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 a 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 ninety (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 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 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 agency 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 royalty payments to be made hereunder to Lessor, 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 or 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.

John Perry Barlow

SSN:

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 20th day of June, 2001, personally appeared John Perry Barlow, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 8/18/02

Tracy L Howell
Notary Public
Address Box 250, Pinedale WY

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 5th day of June, 20 01, by and between

John Perry Barlow, Individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3/12/1997

Whose post office address is 168 South Franklin St., Pinedale, WY 82941, 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 30 North, Range 112 West, 6th P.M.
Section 28: N½N½, S½NW¼, S½
Section 29: NE¼NE¼, S½NE¼, SE¼

286006

RECORDED Aug. 24 20 01 1:40 PM
IN BOOK 119 046 PAGE 211
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

JPB

*****Wheresoever the words one-eighth (1/8) royalty appear herein, they are hereby amended to read one-seventh (1/7) royalty.*****

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 and 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 840.00 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 a 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 ninety (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 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 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 agency 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 royalty payments to be made hereunder to Lessor, 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 or 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.

John Perry Barlow, individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3-12-1997

SSN or Tax ID No.:

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 20th day of June, 2001, personally appeared John Perry Barlow, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 8/8/02

Tracey L Hoover
Notary Public
Address Box 250, Pinedale WY

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 5th day of June, 20 01, by and between

John Perry Barlow, Individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3/12/1997

Whose post office address is 168 South Franklin St., Pinedale, WY 82941, 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:

286007

RECORDED Aug. 24 2001 1:48PM
IN BOOK 1198+G PAGE 218
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Township 30 North, Range 112 West, 6th P.M.
Section 20: E½SE¼
Section 21: NW¼NE¼, S½NE¼, W½, SE¼
Section 22: NW¼SW¼

JPB

****Wheresoever the words one-eighth (1/8) royalty appear herein, they are hereby amended to read one-seventh (1/7) royalty.****

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 and 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 720.00 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 a 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 ninety (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 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 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 agency 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 royalty payments to be made hereunder to Lessor, 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 or 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.

John Perry Barlow, individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3-12-1997

SSN or Tax ID No.:

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 20 Th day of June, 2001, personally appeared John Perry Barlow, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 8/8/02

Tracey L Hoover
Notary Public
Address Box 250, Pinedale WY

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

215



RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 16th day of May, 2001, a certain oil and gas lease was made, executed, and delivered by

Milleg Partnership, a Wyoming Partnership, composed of the General Partners of
Bill M. Milleg and Sandra Milleg, Trustees, of the Bill M. Milleg Living Trust, dated January 9, 1996;
Bill M. Milleg and Sandra Milleg, Trustees, of the Sandra Milleg Living Trust, dated January 9, 1996;
Helen M. Milleg, Trustee, of the Helen M. Milleg Living Trust, dated January 9, 1996;
Helen M. Milleg, Trustee, of the Bill C. Milleg Living Trust, dated January 9, 1996;

as Lessor, to GUNDRY-WHITE PROPERTIES, LLC
as Lessee, covering the following described lands in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 35: E½NE¼, less and except 2.50 acres more or less, a tract more particularly Described in Warranty Deed, recorded in Book 25, Page 567.
Section 36: N½NE¼, N½NW¼, SE¼NW¼, SW¼NW¼, less and except, 6.446 acres more particularly described as Tract #1 and #2 of Milleg Heights Subdivision and Parcel 3 described by Metes and Bounds in Warranty Deed recorded at Book 10, Page 45.

said lease being recorded at Reception No. 285272, in Book 119 O+G at Page 37 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 19 day of July, 2001

Bill M. Milleg
Bill M. Milleg, Individually and as Co-Trustee of the Bill M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

Sandra Milleg
Sandra Milleg, Individually and as Co-Trustee of the Bill M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

Bill M. Milleg
Bill M. Milleg, Individually and as Co-Trustee of the Sandra Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

Sandra Milleg
Sandra Milleg, Individually and as Co-Trustee of the Sandra Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

Bill M. Milleg
Bill M. Milleg, Individually and as Co-Trustee of the Helen M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

Bill M. Milleg
Bill M. Milleg, Individually and as Co-Trustee of the Bill C. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

286008

RECORDED Aug. 24 2001 11:40 A M
IN BOOK 119 O+G PAGE 25
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT

STATE OF Wyoming)
) SS
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of July, 2001, personally appeared Bill M. & Sandra Milleg

Bill M. Milleg, Individually and as Co-Trustee of the Bill M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership
Bill M. Milleg, Individually and as Co-Trustee of the Sandra Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership
Sandra Milleg, Individually and as Co-Trustee of the Bill M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership
Sandra Milleg, Individually and as Co-Trustee of the Sandra Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership
Bill M. Milleg, Individually and as Co-Trustee of the Helen M. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership
Bill M. Milleg, Individually and as Co-Trustee of the Bill C. Milleg Living Trust dated January 9, 1996, as a General Partner of Milleg Partnership

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: 5/4/02

Windy L. Springman
Notary Public

Windy L. Springman - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 05/04/2002

216

TERM ASSIGNMENT OF OPERATING RIGHTS

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, R. Ken Williams, P.O. Box 10626, Midland, TX 79702-7626, Judson Operations, LTD., P.O. Box 3340, Midland, TX 79702-3340 and W. D. Anderson & Sons, a partnership, P.O. Box 136, Midland, TX 70702 (collectively known as "Assignor") assigns unto Gundry-White Properties, LLC, whose address is 518 17th Street, Suite 1108, Denver, CO 80202, ("Assignee"), all of the Assignor's operating rights (the phrase "Operating Rights" is defined to be the exclusive right of possession and occupancy for the purpose of exploring, developing, operating, producing and marketing oil, gas and other liquid gaseous hydrocarbons) in that certain Oil and Gas Lease dated February 1, 1978, bearing Serial No. W-62117, from the United States of America to R. Ken Williams, INSOFAR AND ONLY INSOFAR AS said lease covers the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 111West, 6th PM
Section 21: Southeast Quarter (SE/4),
containing 160.00 acres, more or less,

hereinafter referred to as the "Assigned Premises".

1. Term. Unless extended by the Assignee fulfilling the Drilling Operations contained herein, this Assignment shall be for a term of three (3) years from the effective date hereof (the "Primary Term").

2. Drilling Operations. If Assignee commences Drilling Operations on or before the expiration of the three year primary term for a test well, that is drilled to a minimum depth of approximately ten thousand one hundred feet (10,100') testing the Frontier formation and if said test well is completed either as a producer or as a dry hole, this Assignment shall remain in full force and effect for as long as the leasehold covering the Assigned Premises remains in effect.

3. Force Majeure. Assignee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God, including but not limited to storms, floods, washouts, landslides and lightning; and laws, acts or orders of federal, state, municipal or other governments or governmental officers or agents under color of authority. If Assignee makes prudent and reasonable efforts, acting diligently to file, no less than six months prior to the end of the Primary Term, drilling permit(s) and if the appropriate governmental agencies fail to issue a permit to drill within 90 days after submittal by Assignee then force majeure as employed herein shall apply. If Assignee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this Assignment, or if Assignee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated, each and every provision of this Assignment that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this Assignment shall continue in full force. If any period of suspension occurs during the Primary Term, the time thereof shall be added to such term after notice of such suspension has been given by Assignee to Assignor.

4. Reservation of Overriding Royalty Interest. Assignor, reserves unto itself, its successors and assigns, an overriding royalty interest equal to the positive difference, if any, between twenty percent (20%), and the existing gross royalties, overriding royalties, and other lease burdens affecting the Lease and recorded as of the date hereof. If the Lease covers less than the entire oil, gas and mineral estate, and/or if this assignment covers less than the entire leasehold estate created by the Lease, then the overriding royalty herein reserved shall be proportionately reduced. The overriding royalty interest reserved by Assignor shall be free and clear of all costs of exploring, drilling, producing, separating, treating, and marketing such oil, gas and other liquid gaseous hydrocarbons. The overriding royalty reservation shall be a charge and burden upon the assigned Operating Rights, with the understanding, however, that said overriding royalty shall be less any and all production, severance or other taxes, except gathering taxes, levied and assessed against the same or against the production by which the same is measured and which Assignee may be authorized by law to deduct and pay. If Assignee secures an extension or renewal of any lease subject hereto prior to the termination of such lease, or within one (1) year thereafter, or if Assignee secures a new lease covering any or all lands described in said lease prior to termination or within one (1) year thereafter, then the overriding royalty reserved herein by Assignor shall attach to such extension, renewal or new lease, and Assignee shall execute a recordable instrument to evidence the overriding royalty interest of Assignor. Assignee will be solely responsible for disbursement of all revenue attributable to Assignor's overriding royalty interest reserved herein, except that this responsibility may be assigned by Assignee to third parties as long as the disbursement of revenue from the sale of gas production will be made by a single party and the disbursement of revenue from the sale of oil production will be made by a single party to Assignor.

5. Notices and Reports: Assignee shall furnish to Assignor the notices and reports as provided in Exhibit "A" attached hereto and shall conduct the tests and surveys provided for therein. Assignor's employees and authorized representatives shall have full access to the Assigned Premises and all wells and Assignee's operations thereon, and may witness such tests and surveys and the results thereof, and all operations conducted there under at Assignor's risk and expense.

RECORDED Aug. 24 2021 9:00 AM
IN BOOK 119 Bk 6 PAGE 216
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suter

286010

6. Release Restrictions: Neither Assignee nor Assignor shall at any time release any portion of the Lease to the owner of the minerals thereunder, without the express written consent of the other party.

This Assignment is made expressly subject to the following terms, conditions and provisions:

A) This Assignment is made without warranty of title, express or implied except a special warranty by through and under Assignor.

B) This Assignment is made subject to the terms and provisions contained in that certain Oil and Gas Lease described above.

C) Assignor shall have no obligation to maintain the Oil and Gas Lease described above during the term hereof except to promptly deliver all notices received from the mineral owner of the Assigned Premises to Assignee.

The terms hereof shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.

EXECUTED this 27th day of July, 2001, but effective as of June 1, 2001.

R. Ken Williams

Judson Operations, Ltd., Edward H. Judson, Pres.
of Judson Development Corporation
Its General Partner

W. D. Anderson & Sons, a Partnership

Paul D. Anderson, Partner

Peyton V. Anderson, Partner

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 27th day of July, 2001, by R. Ken Williams.

My Commission expires: JULIE BELL Notary Public, State of Texas My Commission Expires 06-11-2005

Julie Bell
Notary Public

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 31st day of July, 2001, by Edward H. Judson, President of Judson Development Corp., General Partner of Judson Operations, Ltd.

My Commission expires: PAMELA R. SIKES MY COMMISSION EXPIRES OCTOBER 16, 2002

Pamela R. Sikes
Notary Public

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 30th day of July, 2001, by Paul Donald Anderson and Peyton Victor Anderson, as General Partners of W. D. Anderson and Sons, a partnership.

My Commission expires:

Janice Stapp Anderle
Notary Public

JANICE STAPP ANDERLE Notary Public, State of Texas My Commission Expires 12-30-2001

EXHIBIT "A"

Attached to and made a part of that certain Term Assignment, dated effective June 1, 2001, between, R. Ken Williams, Judson Operations, LTD., and W. D. Anderson & Sons, collectively known as Assignor and Gundry-White Properties, LLC, as Assignee.

WELL REQUIREMENTS

1. Documents:

	Number of Copies*
Regulatory Reports (State and Federal)	1
Monthly Production Reports (as filed with the State)	1
Permit Application	1
Drilling Permit	1
Logs-Final Prints	1
Mud Log-Final Prints	1
Preliminary Core Analysis (if applicable)	1
Final Core Analysis (if applicable)	1
Directional Survey (if applicable)	1
DST Report (if applicable)	1
Geological Reports	1
Completion Reports	1

2. Daily Drilling Reports:

Faxed to the following person:

R. Ken Williams	FAX: 915/682-9904
W. D. Anderson & Sons	FAX: 915-682-1658
Judson Operations, LTD.	FAX: 915-682-2734

3. Representative for Notices:

Primary: R. Ken Williams	Phone: 915/684-5765 FAX: 915/682-9904
Alternative: Limark Corporation	Phone: 915/684-5765 FAX: 915/684-5959
W. D. Anderson & Sons	Phone: 915-682-1657 FAX: 915-682-1658
Judson Operations, LTD.	Phone: 915-686-8888 FAX: 915-682-2734

* One copy to each of the three parties collectively known as Assignor.

[redacted] [redacted] [redacted]

286018

RECORDED Aug. 24 2001 4:15pm
IN BOOK 119 D+G PAGE 217
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

COMMUNICATIONS SITE LEASE

THIS COMMUNICATIONS SITE LEASE is made and entered into this 6th day of August, 2001, by and between WILLIAMS FIELD SERVICES, ("Grantors"), whose mailing address is P.O. Box, Tulsa, Oklahoma and UNION TELEPHONE COMPANY, a Wyoming corporation, ("Grantee"), whose mailing address is P.O. Box 160, Mountain View, Wyoming, 82939.

W I T N E S S E T H

WHEREAS, the Grantors are the owners of the property ("Property") described as follows:

A certain tract of land being within the East ½ of Section 20, Township 28 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

INSERT

WHEREAS, Grantee desires to obtain the right to use the property for the purposes of installing, constructing, reconstruction, operating, maintaining, altering, repairing, expanding, replacing, relocating, using and removing Grantee's telephone communications equipment and building on the Property, and Grantors desires to grant to Grantee the right to such use.

NOW THEREFORE, in consideration of the mutual and respective promises, covenants and agreements contained herein, the parties agree as follows:

1. LEASE. Grantors hereby grants to Grantee the Equipment Location on the Property, placement of improvements for any cabling, wiring, power and communications lines, and unrestricted access at any and all times to the Equipment Location.

2. TERM. The term of this easement is 30 years. Upon such time as the Grantee is no longer providing telephone service from this Property, Grantee shall remove the building from said Property and this Easement shall be void.

3. CONSIDERATION. Grantee agrees to deliver to Grantors and Grantors agrees to accept from Grantee, annual payment of $150 due on the anniversary date of this agreement.

4. ACCESS. The site will be accessed from Calpet Road (Sublette County Road 23-134) and across the Grantors access road to their property.

5. USE. Grantee shall use the Equipment Location to construct, repair, maintain, and operate a communication facility and related facilities. Grantee shall not use the Equipment Location for any other purpose without the written consent of Grantors which consent shall not unreasonably be withheld.

6. ALTERATIONS. Grantee shall have the right to make all such additions, alterations, and improvements to the Building and Improvements as Grantee deems necessary or desirable in the conduct of its business, with no additional payment to be paid by Grantee; provided, however, prior to the commencement of any such alteration or improvements, Grantee shall obtain written approval of such alteration from Grantors, which shall not be unreasonably withheld.

10.00

7. WASTE OF THE PREMISES. Grantee shall not make or cause to be made any waste of the Property, and/or Improvements; provided, however, that use in accordance with Paragraphs 5 and 6 hereof shall not be considered to be waste.

8. INDEMNIFICATION. Each party (the "Indemnifying Party") will indemnify and hold harmless the other party (Indemnified Party) from and against any loss, cost, claim liability, damage, expense (including reasonable attorney's fees) to third parties, relating to or arising out of negligence or misconduct by the Indemnifying Party, its officer, employees, agents, or contractor in the performance of this Agreement, except in cases arising from the negligent or other tortuous misconduct by the Indemnifying Party or the Indemnified Party's employees, agents or invitees. The Indemnifying Party will defend any action or suit brought by a third party against the Indemnified Party for any loss, cost, claim, liability, damage or expense relating to or arising our to negligence or misconduct by the Indemnifying Party, its officers, employees, agents or contractors, in the performance of this Agreement.

9. NOTICES. All notices required to be given hereunder shall be in writing and shall be deemed given when delivered in person or by confirmed delivery service, by confirmed telegram, or by confirmed facsimile, or when mailed certified mail, postage prepaid, return receipt requested, to the addressees set forth above for each party or to such address or addresses designated by notice to the other party.

10. UTILITIES. Grantee shall pay for all power, gas and water used by it on the Property.

11. PERFORMANCE. The failure of either party to insist at any time upon strict performance of any provision of any provision of the Agreement shall not be deemed a waiver of the right of either party to require strict performance at a later date.

12. PROSPECTIVE EFFECT. The terms, condition, provisions, and covenants hereof shall extend to and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto. Time is of the essence hereof.

13. ATTORNEY FEES. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, including attorney's fees and court costs, in addition to any damages or other relied awarded.

[redacted] [redacted] [redacted]

IN WITNESS, WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above written.

GRANTORS: WILLIAMS FIELD SERVICES

By: Alan D. Whitz

Title: Attorney in Fact

GRANTEE: UNION TELEPHONE COMPANY

By: John G. Woody

Title: Vice-President

THE STATE OF OKLAHOMA }

}

COUNTY OF Tulsa }

The foregoing instrument was acknowledged before me by Alan D. Whitz, of Williams Field Services this 6th day of August, 2001.

Witness my hand and official seal.

Caroline Underwood
Notary Public

My Commission Expires: June 15, 2004

CAROLENE UNDERWOOD

THE STATE OF WYOMING }

}

COUNTY OF UINTA }

The foregoing instrument was acknowledged before me by John G. Woody, of UNION TELEPHONE COMPANY this 25th day of July, 2001.

Witness my hand and official seal.

Bradford Shaffer
Notary Public

BRADFORD SHAFFER - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2004

My Commission Expires:
10-23-04

ASSIGNMENT AND BILL OF SALE

ULTRA RESOURCES INC., ("Assignor"), whose mailing address is 304 Inverness Way South, Suite 295, Englewood, CO 80112 is the present owner of certain oil and gas leasehold rights covering lands in Sublette County, Wyoming, hereinafter referred to as the "Lands", and held under the terms of the Oil and Gas Leases set out in Exhibit "A", hereinafter referred to as the "Leases".

CamWest Exploration LLC, ("Assignee"), whose mailing address is 1825 Lawrence, Suite 300, Denver, CO 80202, desires to purchase an assignment of the oil and gas leasehold rights as to the Leases, and all of Assignor's personal property used solely and exclusively in connection with the oil and gas operations thereon.

For and in consideration of the premises and the sum of Ten Dollars cash paid by Assignee and other good and valuable consideration, including the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree to the following terms and conditions:

1. **CONVEYANCE OF LEASES AND LANDS.**

Assignor does hereby transfer, assign and convey, without warranty of title, express or implied, unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Leases, insofar as such Leases cover the Lands. Assignor does expressly reserve and retain a proportionately reduced overriding royalty equal to the difference between existing lease burdens and twenty percent (20%) in Federal Lease No. WYW-108079, insofar and only insofar as said lease covers the SE/4 of Section 28, Township 28 North, Range 107 West, Sublette County, Wyoming.

2. **CONVEYANCE OF PERSONAL PROPERTY.**

In addition to its leasehold interest, Assignor does hereby transfer, convey and assign to Assignee all of Assignor's right, title and interest in the Bull Draw Federal No. 3-11 (API # 49-035-21383) and the Radio Tower Federal #1-8 Well (API # 49-035-21679), and any other oil wells, gas wells, water wells, tanks, pumps, pipelines, water lines, roads, buildings, easements and rights-of-way, machinery, facilities, equipment, fixtures and any personal property located on the Lands and used solely and exclusively in connection with the oil and gas operations thereon, provided however, Assignor expressly reserves and excepts from this Assignment and Bill of Sale the right for use of such rights of way and/or easements where needed for the development of retained rights, or access to nearby or adjoining properties owned or operated by Assignor.

3. **ASSIGNMENT OF CONTRACT RIGHTS.**

Except as otherwise provided herein, Assignor does hereby transfer, convey and assign to Assignee all of Assignor's right, title and interest in and to all contracts, agreements and instruments (hereinafter, the "Contracts"), including but not limited to unitization agreements, pooling agreements, unit declarations, pooling or unitization orders issued by governmental entities, gas sales/purchase contracts, operating agreements and all other contracts attributable to

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By Cathy Seaton

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the Leases and Lands conveyed herein (including all amendments thereto), and including any reversionary interests created thereunder, to the extent, and only to the extent, that such Contracts relate, pertain to or are incidental to the Leases and Lands. Assignor shall transfer to Assignee all land, contract, well and engineering files currently in Assignor's possession that relate to the Leases and Lands.

4. **NO WARRANTY OR REPRESENTATION BY ASSIGNOR.**

This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS" and Assignee releases Assignor from any liability with respect thereto whether or not caused by or attributable to Assignor's negligence. FURTHER, THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INTEREST HEREIN CONVEYED. In addition to the foregoing, Assignor and Assignee expressly agree that ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO: (1) TITLE (WHETHER REAL OR PERSONAL); (2) ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR SAFETY OF EQUIPMENT OR ANY OTHER PROPERTY CONVEYED HEREIN; (3) COMPLIANCE OF THE LANDS OR RELATED FIXTURES AND PERSONAL PROPERTY WITH GOVERNMENTAL REGULATIONS; (4) THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE LANDS, AND (5) THE CONDITION OF THE LANDS AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignor concerning any or all of the Leases, Lands, wells, contracts and/or personal property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

5. **INDEMNIFICATION, ENVIRONMENTAL LIABILITY AND REPRESENTATIONS.**

A. ASSIGNEE SHALL PERFORM THE COVENANTS HEREUNDER AND BE OTHERWISE BOUND HEREBY WITHOUT ANY COSTS OR EXPENSES WHATSOEVER TO ASSIGNOR, AND ASSIGNEE AGREES TO FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS ASSIGNOR, ITS EMPLOYEES AND AGENTS, FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, PENALTY, FINE, LIEN, JUDGMENT, ACTION, CAUSE OF ACTION, OR LAWSUIT, AND ANY LIABILITY, COST, EXPENSE, DAMAGE OR LOSS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, THAT MAY BE ASSERTED BY ANY THIRD PARTY, INCLUDING ASSIGNEE'S EMPLOYEES AND AGENTS, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR ON ACCOUNT OF ANY OPERATIONS CONDUCTED BY ASSIGNEE OR FOR ASSIGNEE'S BENEFIT OR WHICH ARISE OUT OF ANY BREACH OR VIOLATION OF ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING AND NOTWITHSTANDING ANYTHING TO THE CONTRARY WHICH MAY BE CONTAINED HEREIN, ASSIGNEE WAIVES ITS RIGHT TO RECOVER FROM ASSIGNOR AND HEREBY ASSUMES AND AGREES TO FOREVER RELEASE, DISCHARGE, FULLY DEFEND, PROTECT,

INDEMNIFY AND HOLD HARMLESS ASSIGNOR, ITS EMPLOYEES AND AGENTS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, PENALTY, FINE, LIEN, JUDGMENT, ACTION, CAUSE OF ACTION, OR LAWSUIT, AND ANY LIABILITY, COST, EXPENSE, DAMAGE OR LOSS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, THAT MAY BE ASSERTED BY ANY THIRD PARTY, INCLUDING ASSIGNEE'S EMPLOYEES AND AGENTS, AND GOVERNMENT AGENCIES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PAST, PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE LANDS OR ANY FEDERAL, STATE, TRIBAL, OR LOCAL LAW OR REGULATION APPLICABLE THERETO ("LAWS"). SAID LAWS SHALL INCLUDE, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. § 9601, ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. § 6901, ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. § 466, ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. § 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. § 1801, ET SEQ.), AND THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. § 2601-2629).

C. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS MADE AVAILABLE PHYSICAL ACCESS TO THE LANDS TO ASSIGNEE. ASSIGNEE UNDERSTANDS THAT THE LANDS HAVE BEEN UTILIZED BY ASSIGNOR FOR THE PURPOSE OF EXPLORATION, DEVELOPMENT, AND/OR PRODUCTION OF OIL AND GAS AND THAT MATERIALS ASSOCIATED THEREWITH MAY HAVE BEEN STORED, KEPT OR DISPOSED OF ON THE LANDS. ASSIGNEE ACKNOWLEDGES THAT THERE MAY HAVE BEEN SPILLS OF CRUDE OIL, PRODUCED WATER OR OTHER MATERIALS IN THE PAST ONTO THE LANDS. IN ADDITION, SOME PRODUCTION EQUIPMENT MAY CONTAIN ASBESTOS AND/OR NATURALLY OCCURRING RADIOACTIVE MATERIAL (HEREINAFTER REFERRED TO AS "NORM"). IN THIS REGARD, ASSIGNEE EXPRESSLY UNDERSTANDS THAT NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS, AND THAT WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE LANDS MAY CONTAIN NORM AND THE NORM-CONTAINING MATERIAL MAY BE BURIED AND OTHERWISE DISPOSED OF ON THE LANDS. ASSIGNEE ALSO EXPRESSLY UNDERSTANDS THAT SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMOVAL AND DISPOSAL OF ASBESTOS AND NORM FROM THE EQUIPMENT AND LAND WHERE IT MAY BE FOUND AND THAT ASSIGNEE ASSUMES ALL LIABILITY FOR SUCH ASSESSMENT, REMOVAL AND DISPOSAL OF ANY SUCH MATERIALS AND ASSOCIATED ACTIVITIES.

D. ASSIGNEE SHALL DISPOSE OF OR DISCHARGE ANY WASTE FROM THE LANDS (INCLUDING, BUT NOT LIMITED TO PRODUCED WATER, DRILLING FLUIDS AND OTHER ASSOCIATED WASTES) IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, TRIBAL AND FEDERAL LAWS AND REGULATIONS. ASSIGNEE SHALL KEEP RECORDS OF THE TYPES, AMOUNTS AND LOCATION OF WASTES OF WHICH ARE DISPOSED ON-SITE AND OFF-SITE. WHEN AND IF THIS ASSIGNMENT AND BILL OF SALE OR ANY UNDERLYING LEASE TERMINATES, ASSIGNEE SHALL TAKE WHATEVER ADDITIONAL REMEDIAL ACTION ON THE

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LANDS NECESSARY TO MEET ANY LOCAL, STATE, TRIBAL OR FEDERAL REQUIREMENTS DIRECTED AT PROTECTING HUMAN HEALTH AND THE ENVIRONMENT IN EFFECT AT THAT TIME. ASSIGNEE SHALL PROVIDE ASSIGNOR WITH ACCESS TO THE RECORDS OF THE TYPES, AMOUNTS AND LOCATION OF WASTES WHICH WERE DISPOSED OF ON-SITE AND OFF-SITE.

6. **RESERVATION OF UNPAID PROCEEDS.**

Assignor saves and excepts herefrom any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing by virtue of production from the Leases and the Lands prior to the effective date of this Assignment and Bill of Sale, and any and all payments owed Assignor under any other agreements, to which this Assignment and Bill of Sale is made subject including but not limited to production in the tanks above the pipeline connection on the effective date hereof.

7. **ASSUMPTION OF CONTRACT AND LEASE OBLIGATIONS.**

Assignee hereby assumes the obligations of, and agrees to perform all of the terms and the express and implied conditions and covenants of the Contracts, and of the Leases described on Exhibit "A". This Assignment and Bill of Sale is subject to any and all agreements affecting the Lands whether recorded or unrecorded, including but not limited to the following agreements, if and when applicable:

8. **COMPLIANCE WITH LAWS.**

Assignee shall observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Leases, and with all laws, rules, regulations and orders, whether Federal, State, Tribal or local, applicable to ownership and enjoyment of the rights herein assigned and/or the obligations assumed, including, but not limited to any State or Federal bond requirements.

9. **RESPONSIBILITY FOR PLUGGING.**

Assignee agrees to accept full responsibility for the plugging of all unplugged wells conveyed hereby, and liability for any and all previously plugged wells located on the Lands, and agrees to comply with all the requirements of the statutes of the State of Wyoming and with all the rules and regulations of the State of Wyoming Oil & Gas Conservation Commission, or successor regulatory body, and any applicable Tribal or Federal laws, rules or regulations, in effect at the time any well is plugged or replugged. WITHOUT LIMITATION OF PARAGRAPH 5 (INDEMNIFICATION, ENVIRONMENTAL LIABILITY AND REPRESENTATIONS) ABOVE, ASSIGNEE SPECIFICALLY AGREES TO FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, ASSIGNOR, ITS EMPLOYEES AND AGENTS, FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, PENALTY, FINE, LIEN, JUDGMENT, ACTION, CAUSE OF ACTION, OR LAWSUIT, AND ANY LIABILITY, COST, EXPENSE, DAMAGE OR LOSS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, THAT MAY BE ASSERTED BY ANY THIRD PARTY, INCLUDING ASSIGNEE'S EMPLOYEES AND AGENTS, OR THE STATE OF , WHETHER DIRECT OR INDIRECT,

KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN ARISING FROM ASSIGNEE'S FAILURE TO PLUG OR THE IMPROPER PLUGGING OF ANY WELL CONVEYED HEREBY, AND ANY ABANDONMENT OPERATIONS INCLUDING, WHERE APPLICABLE, RESTORATION OF THE SURFACE OF THE LANDS INCLUDING, BUT NOT LIMITED TO, CLEAN-UP OF ANY OILFIELD OR OTHER WASTE LOCATED ON THE LANDS AS NEARLY AS PRACTICABLE TO ITS PRE-LEASE CONDITION.

10. **PROPERTY AND EXCISE TAXES.**

All ad valorem taxes, real property taxes, personal property taxes, severance taxes, production taxes, excise taxes, windfall profit taxes and similar obligations ("Property and Excise Taxes") with respect to the tax period in which the Effective Date occurs shall be apportioned as of the Effective Date between Assignor and Assignee. With respect to Assignor operated properties, Assignor shall file all required reports and returns incident to such Property and Excise Taxes and shall pay to the appropriate taxing authorities all such Property and Excise Taxes relating to the tax period in which the Effective Date occurs. Assignee's share of such taxes shall be due and payable to Assignor within 180 days following closing and may be credited to Assignor's account during the customary post-closing expense and revenue reconciliation. Assignor will refund to Assignee any amounts by which the estimated Property Taxes paid by the Assignee exceeds the Assignee's apportioned share of the actual Property Taxes payable hereunder. With respect to properties which are not Assignor operated, for the period in which the Effective Date occurs, Assignor and Assignee agree that the Assignor shall remit the property taxes to the operator and Assignee shall reimburse Assignor for its apportioned share of such property taxes. Thereafter, Assignee shall pay all such property taxes.

11. **SALES AND USE TAXES.**

Assignee agrees that the purchase price provided for hereunder excludes any sales or use taxes or other taxes required to be paid in connection with the sale of property pursuant to this Agreement. Assignee shall be liable for all sales and use taxes, conveyance, transfer and recording fees and real estate transfer stamps or taxes imposed on any transfer of property pursuant to this Agreement. If a state and/or local sales and use tax applies to the transfer of tangible personal property pursuant to this Agreement, Assignor shall make a determination of the amount of the purchase price allocable to tangible personal property for the purposes of state and local sales and use taxes. Assignee shall remit such taxes at closing. Assignee shall indemnify and hold harmless Assignor with respect to the payment of any sales and use taxes including any interest or penalty assessed thereon.

12. **SEVERABILITY.**

Every provision in this Assignment and Bill of Sale is intended to be severable. If any term or provision hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, all other conditions and provisions of this Assignment and Bill of Sale shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not materially affected with respect to either the Assignor or Assignee.

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13. **INTENT AND CORRECTION OF INSTRUMENTS.**

It is the intent of Assignor to assign to Assignee all of Assignor's right title and interest in the Leases and Lands other than the specific reservations set forth herein. Assignor and Assignee herein agree to correct any errors or omissions to this document and to execute any documents necessary to effectuate the transaction.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 25th day of July, 2001, but made effective as of the 1st day of July, 2001, at 7:00 A.M.

ASSIGNOR:

ULTRA RESOURCES INC.

By _____
Robin Benko, Attorney –In-Fact

ASSIGNEE:

CamWest Exploration LLC

By _____
John A. Dillon, Vice President - Exploration

STATE OF COLORADO)
DOUGLAS) ss.
COUNTY OF ~~DENVER~~)

On this 25th day of ~~June~~ July, 2001, before me personally appeared Robin Benko, known to me to be the person who is described herein and who executed the within and forgoing instrument, as Attorney-in-Fact of **ULTRA RESOURCES INC.** and acknowledged to me that he subscribed the name of **ULTRA RESOURCES INC.** thereto as principal and his own name as Attorney-in-Fact.

Witness my hand and official seal.

~~Maureen Sue Rohn~~, Notary Public Rosalind Meyer
My Commission Expires: ~~January 11, 2002~~ January 15, 2005

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 22nd day of August, 2001, before me personally John A. Dillon, known to me to be the person who is described herein and who executed the within and forgoing instrument, as, Vice President - Land of **CAMWEST EXPLORATION LLC** and acknowledged to me that he subscribed the name of **CAMWEST EXPLORATION LLC** thereto as principal and his own name as , Vice President – Land..

Witness my hand and official seal.

My Commission Expires 8-21-02

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EXHIBIT "A"

Attached to and made a part of that certain *Assignment and Bill of Sale* dated effective July 1, 2001, by and between **ULTRA PETROLEUM INC.,** Assignor and **CamWest Exploration LLC**, Assignee.

OIL AND GAS LEASES
AND
DESCRIPTION OF THE LANDS

LEASE NO:	Federal Lease No: WYW-104180
LEASE DATE:	June 1, 1987
LESSOR:	United States Department of the Interior
DESCRIPTION:	Insofar and only insofar as the lease covers:

Township 28, Range 107 West, 6th P.M.
Section 03: Lots 2, 3, S/2
Section 10: All
Section 11: All
Section 13: All
Section 14: E/2
Section 23: NE/4
Section 24: N/2, SW/4, N/2SE/4, SW/4SE/4
Containing 3,349.44 acres, more or less in Sublette County, Wyoming.

LEASE NO:	Federal Lease No: WYW-108079
LEASE DATE:	March 1, 1988
LESSOR:	United States Department of the Interior
DESCRIPTION:	Insofar and only insofar as the lease covers:

Township 28, Range 107 West, 6th P.M.
Section 06: Lots 1, 5, 6, 7, 8, 9, NE/4SE/4, S/2SE/4
Section 07: E/2
Section 08: All
Section 21: All
Section 28: All
Containing 2539.74 acres, more or less in Sublette County, Wyoming.

EXHIBIT "A"
(continued)

LEASE NO: Federal Lease No: WYW-133755
LEASE DATE: March 1, 1995
LESSOR: United States Department of the Interior
DESCRIPTION: Insofar and only insofar as the lease covers:

Township 28, Range 107 West, 6th P.M.
Section 23: E/2W/2, W/2SE/4
Section 26: W/2NE/4
Containing 320.00 acres, more or less in Sublette County, Wyoming.

LEASE NO: State Of Wyoming Lease No: 97-349
LEASE DATE: November 2, 1999
LESSOR: United States Department of the Interior
DESCRIPTION: Insofar and only insofar as the lease covers:

Township 28, Range 107 West, 6th P.M.
Section 16: All
Containing 640.00 acres, more or less in Sublette County, Wyoming.

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By Cathy Saxton

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LEASE NO.: 01-00415

PARCEL NO.: 556

FUND: C.S.

Form Approved by the Board

and Effective January 4, 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**:

Shama Zoe Ltd Partnership dba Alpine Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 Acres All Section 36, Township 32 N., Range 112 W., 6th P.M.

County: Sublette **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 June, 2001 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

LESSEE: **SHAMA ZOE LIMITED PARTNERSHIP**
By _____
Gilman A. Hill, General Partner

Address: **7128 S. Poplar Lane**

City: **Englewood** State: **CO** Zip: **80112**

Telephone No. **(303) 771-1101**

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 pepperty 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 [illegible] 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 interstate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be delivered until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

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LEASE NO.: 01-00414

PARCEL NO.: 555

FUND: C.S.

286048

RECORDED Aug. 27 2001 11:00 AM
IN BOOK 119 OG PAGE 233
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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**:

Shama Zoe Ltd Partnership dba Alpine Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 Acres All Section 16, Township 32 N., Range 112 W., 6th P.M.

County: Sublette **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 June, 2001 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

LESSEE: **SHAMA ZOE LIMITED PARTNERSHIP**
By _____
Gilman A. Hill, General Partner

Address: **7128 S. Poplar Lane**

City: **Englewood** State: **CO** Zip: **80112**

Telephone No. **(303) 771-1101**

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 anaual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United State of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon comering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface [illegible] lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

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Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

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STATE LAND AND
INVESTMENTS
CHEYENNE, WYO.

286043

RECORDED Aug. 27 2001 11:00 AM
IN BOOK 119 Otc PAGE 235
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

LEASE NO.: 01-00402

PARCEL NO.: 535

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**:

Shama Zoe Ltd Partnership dba Alpine Gas Co.

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636.61 Acres All Section 16, Township 30 N., Range 110 W., 6th P.M.

County: Sublette **Acres: 636.61** **Advance Rental $ 637.00**
($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 June, 2001 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: _____

Director,
Office of State Lands and Investments

SHAMA ZOE LIMITED PARTNERSHIP

LESSEE: **By** _____
Gilman A. Hill, General Partner

Address: **7128 S. Poplar Lane**

City: **Englewood** State: **CO** Zip: **80112**

Telephone No. **(303) 771-1101**

236

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, its operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources owned by the lessor, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

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STATE LANDS AND
INVESTMENTS

286050

RECORDED Aug. 27 2001 11:00 AM
IN BOOK 119 O+G PAGE 237
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

LEASE NO.: 01-00410

PARCEL NO.: 547

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**:

Shama Zoe Ltd Partnership dba Alpine Gas Co.

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

120.00 Acres S2SW:SWSE Section 1, Township 29 N., Range 111 W., 6th P.M.

County: Sublette **Acres: 120.00** **Advance Rental $ 120.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of June, 2001 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

LESSEE: **SHAMA ZOE LIMITED PARTNERSHIP**
By Gilman A. Hill
Gilman A. Hill, General Partner

Address: **7128 S. Poplar Lane**

City: **Englewood** State: **CO** Zip: **80112**

Telephone No. **(303) 771-1101**

238

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, sulpeur, 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 rights not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(e)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Loan and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

'01 JUL 19 PM 10 06

INVESTMENTS

Form 3000-3
(January 199·

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-61473**

Lease Effective Date (Anniversary Date) **01/01/78**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **STONE ENERGY, L.L.C.**
   Street **1670 BROADWAY, SUITE 2800**
   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 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 112 WEST SECTION 24: SE/4NW/4, E/2SW/4 CONTAINING 120.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING	18.75000000	18.75000000	0.00000000	0.00000000	OF RECORD

286055

RECORDED August 27 2001 1:30p M
IN BOOK 119 O&G PAGE 239
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Luetton

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

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

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

Executed this 10th day of August 2001, to be effective for all purposes as of June 1, 2001.
Name of Assignor as shown on current lease **STAGHORN RESOURCES, LLC**
Please type or print

Assignor BY: Karen L. Reed
(Signature)
or
Attorney-in-fact Karen L. Reed, Vice President
(Signature)

406 S. BOULDER, SUITE 800
(Assignor's Address)

TULSA, OK 74103
(City) (State) (Zip Code)

Executed this 21st day of August 2001

Assignee STONE ENERGY, L.L.C.
(Signature)
or
Attorney-in-fact MICHAEL E. CUBA, DENVER DISTRICT LAND MANAGER
(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 OKLAHOMA)
) ss.
COUNTY OF Rogers)

The foregoing instrument was acknowledged before me this 10 day of August, 2001, by Karen L. Reed, Vice President as of Staghorn Resources, LLC.

WITNESS my hand and official seal.

My commission expires: 10-25-2001

PHYLLIS SPURLOCK NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA ROGERS COUNTY

Phyllis Spurlock
Notary Public

Commission Expires 10-25-01

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

RECORDED Aug. 27 2001 1:40 pM
IN BOOK 190+G PAGE 242
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

286056
OIL AND GAS LEASE

Producers 88(DOP)2/00

AGREEMENT, Made and entered into the 27th day of July, 2001, by and between

Kathleen King and Russelene Van Noy, Co-Trustees of the Clifford R. Daniels Revocable Living Trust dated October 21, 1993
P.O. Box 614
Big Piney, Wyoming 83113

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:

Township 31 North, Range 112 West, 6th PM
Section 32: SE¼SW¼

containing 40.00 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 Kathleen King
Kathleen King, Co-Trustee
of the Clifford R. Daniels Revocable
Living Trust dated October 21, 1993

x Russelene Van Noy
Russelene Van Noy, Co-Trustee
Of the Clifford R. Daniels Revocable
Living Trust dated October 21, 1993

Tax ID #

STATE OF WYOMING)
) ss INDIVIDUAL NOTARY
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen King, Co-Trustees of the Clifford R. Daniels Revocable Living Trust dated October 21, 1993 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 9th day of August, 2001.

My commission expires: 1/27/03

Betty Fear
Notary Public

Betty Fear - Notary Public
County of Sublette
State of Wyoming
My Commission Expires January 27, 2003

STATE OF Wyoming)
) ss. INDIVIDUAL NOTARY
COUNTY OF Park)

BEFORE ME, the undersigned authority, on this day personally appeared Russelene Van Noy, Co-Trustees of the Clifford R. Daniels Revocable Living Trust dated October 21, 1993 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 8th day of August, 2001.

My commission expires: 7-8-2005

Patricia A. Umphlett
Notary Public

Patricia A. Umphlett NOTARY PUBLIC PARK CO. WYOMING

C:\MyFiles\Forms\danieldtrust.lse

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE 266137

RECORDED Sept. 4 2001 2:15 PM
IN BOOK 119 O+G PAGE 244
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

AGREEMENT, Made and entered into the 7th day of August, 20 01, by and between

THE PARTIES LISTED ON THE "SIGNATURE PAGE" (MATTHEW D. MILLER, ET AL.) ATTACHED HERETO AND MADE A PART HEREOF

Whose post office address is *LISTED ON SAID "SIGNATURE PAGE"*, 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:

THE LANDS SUBJECT TO THIS OIL AND GAS LEASE ARE DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 and 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 7,043.69 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 ninety (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 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 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 agency 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 (including counterparts). 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.

ADDITIONAL PROVISIONS SUBJECT TO THIS OIL AND GAS LEASE ARE CONTAINED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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

PLEASE SEE THE "SIGNATURE PAGE" ATTACHED HERETO AND MADE A PART HEREOF.

_____ _____

_____ _____

_____ _____

This instrument may be executed in counterparts with the same effect as if each of the Parties had executed the same instrument. For purposes of recording, this instrument shall be deemed complete if one or more counterpart(s), together with signature(s) and acknowledgement(s) of the Party or Parties are recorded.

"SIGNATURE PAGE"

This "SIGNATURE PAGE" is attached to and made a part of that certain Oil and Gas Lease dated August 7, 2001, by and between the following Parties, as LESSORS:

Matthew D. Miller, a/k/a Mathew Daniel Miller, a married man dealing in his sole and separate property
249 Delmonico St. NE, Palm Bay, FL 32907

Robert M. Miller, Jr. and Tara L. Miller, Husband and wife
P. O. Box 67, Big Piney, Wyoming 83113

Patricia M. Roberts, a/k/a Patricia Mildred Roberts, f/k/a Patricia Mildred Miller, a married woman dealing in her sole and separate property
P. O. Box 11, Daniel WY 83115

Kathleen Anne Miller, a single woman
P. O. Box 243, Daniel, WY 83115

Priscilla M. Kysar, a widow
1512 Highway 93 East #23, Colson, MT 59860

Estate of James M. Miller
P. O. Box 115, Daniel, WY 83115

and Gundry-White Properties, LLC, as LESSEE.

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Patricia M. Roberts

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By
as Personal Representative

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF FLORIDA }
}SS
COUNTY OF Brevard }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of August, 2001, personally appeared Matthew D. Miller, a/k/a Mathew Daniel Miller

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

MARY ELLEN DREMAK
MY COMMISSION # CC 722950
EXPIRES: 04/22/2002
1-800-3-NOTARY Fla. Notary Services & Bonding

Mary Ellen Dremak
Notary Public
Address

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease, dated August 7, 2001, by and between the parties listed on the "SIGNATURE PAGE" (Matthew D. Miller, et al.),as LESSORS and Gundry-White Properties, LLC, as LESSEE

Township 29 North, Range 111 West, 6th P.M.
Section 6: Lots 6 (39.67), 7 (39.87), E½SW¼, SE¼ except 24.00 acres in E½SE¼ being that part easterly and northerly of HWY 189
Section 7: Lots 1 (39.92), 2 (39.86), 3 (39.78), 4 (39.71), E½W½, NE¼

Township 29 North, Range 112 West, 6th P.M.
Section 1: Lots 2 (39.54), 3 (39.24), 4 (38.93), SW¼NE¼, S½NW¼, S½
Section 2: Lot 1 (38.58), 2 (38.19), 3 (37.79), 4 (37.40), S½N½, S½
Section 3: Lots 1 (38.84), 2 (36.14), 3 (35.42), 4 (34.72), S½N½, S½
Section 4: Lots 1 (34.44), 2 (34.61), 3 (34.77), 4 (34.94), S½N½, S½
Section 5: Lot 1 (35.33), SE¼NE¼, E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: NE¼, W½NW¼, S½
Section 9: N½, N½S½, SW¼SW¼, SE¼SE¼
Section 10: N½NE¼, NW¼, N½SW¼
Section 11: NW¼NE¼, N½NW¼
Section 12: E½NE¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½
Section 34: S½NE¼, S½
Section 35: W½NE¼, W½, SE¼
Section 36: SW¼, W½SE¼

CONTAINING 7,043.69 ACRES, MORE OR LESS

SIGNED FOR IDENTIFICATION:

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By
as Personal Representative

Patricia M. Roberts

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated August 7th, 2001, by and between the parties listed on the "SIGNATURE PAGE" (Matthew D. Miller et al.), as LESSORS, and Gundry-White Properties, LLC, as LESSEE

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

2. Subject to the other provisions herein contained, at the expiration of the primary term, this Oil and Gas Lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drillsite spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, whichever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

3. The Lessor's royalty shall be paid free of the "Costs of production" as defined in Wyoming State Statute 30-5-304 and in accordance with Wyoming Statute 30-5-301 through 30-5-305.

4. Notwithstanding any provisions contained herein to the contrary, this Oil and Gas Lease shall not be maintained by the payment of shut in royalty, as provided in paragraph 4 of this Oil and Gas Lease to which this Exhibit "B" is attached, for a period of more than three (3) consecutive years from and after the primary term hereof. The right to maintain this Oil and Gas Lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed five (5) years. In the event Lessee wishes to retain this Oil and Gas Lease being held by a shut-in well that would exceed said five (5) year total, Lessor and Lessee agree to negotiate in good faith a new shut-in royalty.

5. It is agreed that Lessee shall not be permitted to discharge produced water onto the surface owner's lands without the surface owner's prior written consent.

6. Any water well of the surface owner which is damaged by Lessee's operation shall be repaired or replaced by Lessee within a reasonable period of time.

7. Lessee shall pay the surface owner for all reasonable surface damages caused by its operation on the leased premises.

8. Lessee shall not have the right to the use of the surface owner's state permitted direct flow water without surface owner's prior written consent. Lessee shall conduct its operations so as to reasonably protect surface and sub-surface fresh waters from contamination.

9. Lessee shall maintain all areas used in its operations in a neat and orderly manner and free from trash or other refuse. When this Oil and Gas Lease is abandoned or terminates, Lessee shall remove all trash and refuse, fill all pits, remove all structures, machinery or other property of Lessee and restore and reclaim the leased premises to the original condition as is reasonably practical and in accordance with state laws.

10. Roads, pipelines and production facilities shall be located, where reasonably possible, in order to minimize the impact of Lessee's operations on the ranching operation of the surface owner. All surface occupancy operations and seismic operations shall be undertaken after consultation with the surface owner, provided however that this provision shall not prevent Lessee from conducting such operations at any reasonable time that Lessee deems appropriate.

11. Except for fencing around well sites, Lessee shall not construct any fences or modify any fences, cattle guards or other improvements without the surface owner's consent.

12. No well shall be drilled nearer than 500 feet to any house and barn now on said premises without the prior consent of the surface owner.

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

SIGNED FOR IDENTIFICATION:

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By

as Personal Representative

Patricia M. Roberts

[redacted] [redacted] [redacted]

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Patricia M. Roberts, a/k/a Patricia Mildred Roberts, f/k/a Patricia Mildred Miller, a married woman dealing in her sole and separate property
P. O. Box 11, Daniel WY 83115

Kathleen Anne Miller, a single woman
P. O. Box 243, Daniel, WY 83115

Priscilla M. Kysar, a widow
1512 Highway 93 East #23, Colson, MT 59860

Estate of James M. Miller
P. O. Box 115, Daniel, WY 83115

and Gundry-White Properties, LLC, as LESSEE.

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Patricia M. Roberts

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By
as Personal Representative

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 9th day of August, 2001, personally appeared Robert M. Miller, Jr. and Tara L. Miller

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

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

Amber Hammer
Notary Public
Address Big Piney, WY

EXHIBIT "A"

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CONTAINING 7,043.69 ACRES, MORE OR LESS

SIGNED FOR IDENTIFICATION:

Matthew D. Miller

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Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By
as Personal Representative

Patricia M. Roberts

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2. Subject to the other provisions herein contained, at the expiration of the primary term, this Oil and Gas Lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drillsite spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, whichever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

3. The Lessor's royalty shall be paid free of the "Costs of production" as defined in Wyoming State Statute 30-5-304 and in accordance with Wyoming Statute 30-5-301 through 30-5-305.

4. Notwithstanding any provisions contained herein to the contrary, this Oil and Gas Lease shall not be maintained by the payment of shut in royalty, as provided in paragraph 4 of this Oil and Gas Lease to which this Exhibit "B" is attached, for a period of more than three (3) consecutive years from and after the primary term hereof. The right to maintain this Oil and Gas Lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed five (5) years. In the event Lessee wishes to retain this Oil and Gas Lease being held by a shut-in well that would exceed said five (5) year total, Lessor and Lessee agree to negotiate in good faith a new shut-in royalty.

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6. Any water well of the surface owner which is damaged by Lessee's operation shall be repaired or replaced by Lessee within a reasonable period of time.

7. Lessee shall pay the surface owner for all reasonable surface damages caused by its operation on the leased premises.

[redacted] [redacted] [redacted]

8. Lessee shall not have the right to the use of the surface owner's state permitted direct flow water without surface owner's prior written consent. Lessee shall conduct its operations so as to reasonably protect surface and sub-surface fresh waters from contamination.

9. Lessee shall maintain all areas used in its operations in a neat and orderly manner and free from trash or other refuse. When this Oil and Gas Lease is abandoned or terminates, Lessee shall remove all trash and refuse, fill all pits, remove all structures, machinery or other property of Lessee and restore and reclaim the leased premises to the original condition as is reasonably practical and in accordance with state laws.

10. Roads, pipelines and production facilities shall be located, where reasonably possible, in order to minimize the impact of Lessee's operations on the ranching operation of the surface owner. All surface occupancy operations and seismic operations shall be undertaken after consultation with the surface owner, provided however that this provision shall not prevent Lessee from conducting such operations at any reasonable time that Lessee deems appropriate.

11. Except for fencing around well sites, Lessee shall not construct any fences or modify any fences, cattle guards or other improvements without the surface owner's consent.

12. No well shall be drilled nearer than 500 feet to any house and barn now on said premises without the prior consent of the surface owner.

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

SIGNED FOR IDENTIFICATION:

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By

as Personal Representative

Patricia M. Roberts

"SIGNATURE PAGE"

This "SIGNATURE PAGE" is attached to and made a part of that certain Oil and Gas Lease dated August 7, 2001, by and between the following Parties, as LESSORS:

Matthew D. Miller, a/k/a Mathew Daniel Miller, a married man dealing in his sole and separate property
249 Delmonico St. NE, Palm Bay, FL 32907

Robert M. Miller, Jr. and Tara L. Miller, Husband and wife
P. O. Box 67, Big Piney, Wyoming 83113

Patricia M. Roberts, a/k/a Patricia Mildred Roberts, f/k/a Patricia Mildred Miller, a married woman dealing in her sole and separate property
P. O. Box 11, Daniel WY 83115

Kathleen Anne Miller, a single woman
P. O. Box 243, Daniel, WY 83115

Priscilla M. Kysar, a widow
1512 Highway 93 East #23, Colson, MT 59860

Estate of James M. Miller
P. O. Box 115, Daniel, WY 83115

and Gundry-White Properties, LLC, as LESSEE.

_____
Matthew D. Miller

_____ _____
Robert M. Miller, Jr. Tara L. Miller

Patricia M Roberts
Patricia M. Roberts ss# 520-70-5624

_____
Kathleen Anne Miller

_____
Priscilla M. Kysar

_____
Estate of James M. Miller By
as Personal Representative

[redacted] [redacted] [redacted]

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 20 day of August, 2001, personally appeared Patricia M. Roberts 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: 8/8/02

Tracey L Hoover
Notary Public
Address Box 250
Pinedale WY 82941

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

EXHIBIT "A"

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Township 30 North, Range 112 West, 6th P.M.
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Section 33: S½
Section 34: S½NE¼, S½
Section 35: W½NE¼, W½, SE¼
Section 36: SW¼, W½SE¼

CONTAINING 7,043.69 ACRES, MORE OR LESS

SIGNED FOR IDENTIFICATION:

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Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By
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Patricia M Roberts
Patricia M. Roberts

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

2. Subject to the other provisions herein contained, at the expiration of the primary term, this Oil and Gas Lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drillsite spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, whichever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

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SIGNED FOR IDENTIFICATION:

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller By

as Personal Representative

Patricia M. Roberts

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Patricia M. Roberts, a/k/a Patricia Mildred Roberts, f/k/a Patricia Mildred Miller, a married woman dealing in her sole and separate property
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Kathleen Anne Miller, a single woman
P. O. Box 243, Daniel, WY 83115

Priscilla M. Kysar, a widow
1512 Highway 93 East #23, Colson, MT 59860

Estate of James M. Miller
P. O. Box 115, Daniel, WY 83115

and Gundry-White Properties, LLC, as LESSEE.

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_____ _____
Robert M. Miller, Jr. Tara L. Miller

_____
Patricia M. Roberts

Kathleen Anne Miller
Kathleen Anne Miller

_____
Priscilla M. Kysar

_____
Estate of James M. Miller By
as Personal Representative

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 20th day of August, 2001, personally appeared Kathleen Anne Miller 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.

KAREN S. WARE NOTARY PUBLIC
COUNTY OF STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

My Commission Expires: 1/4/04

Karen S. Ware
Notary Public
Address Marbleton WY

EXHIBIT "A"

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CONTAINING 7,043.69 ACRES, MORE OR LESS

SIGNED FOR IDENTIFICATION:

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Kathleen Anne Miller

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Estate of James M. Miller By
as Personal Representative

Patricia M. Roberts

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SIGNED FOR IDENTIFICATION:

_____
Matthew D. Miller

_____ _____
Robert M. Miller, Jr. Tara L. Miller

Kathleen Anne Miller _____
Kathleen Anne Miller Priscilla M. Kysar

_____ _____
Estate of James M. Miller By Patricia M. Roberts

as Personal Representative

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_____
Estate of James M. Miller By
as Personal Representative

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF MONTANA }
}SS
COUNTY OF Lake }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10 day of Aug, 2001, personally appeared Priscilla M. Kysar

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: 10/24/01

Notary Public
Address Ronan, MT

EXHIBIT "A"

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Estate of James M. Miller By
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[redacted] [redacted] [redacted]

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7. Lessee shall pay the surface owner for all reasonable surface damages caused by its operation on the leased premises.

8. Lessee shall not have the right to the use of the surface owner's state permitted direct flow water without surface owner's prior written consent. Lessee shall conduct its operations so as to reasonably protect surface and sub-surface fresh waters from contamination.

9. Lessee shall maintain all areas used in its operations in a neat and orderly manner and free from trash or other refuse. When this Oil and Gas Lease is abandoned or terminates, Lessee shall remove all trash and refuse, fill all pits, remove all structures, machinery or other property of Lessee and restore and reclaim the leased premises to the original condition as is reasonably practical and in accordance with state laws.

10. Roads, pipelines and production facilities shall be located, where reasonably possible, in order to minimize the impact of Lessee's operations on the ranching operation of the surface owner. All surface occupancy operations and seismic operations shall be undertaken after consultation with the surface owner, provided however that this provision shall not prevent Lessee from conducting such operations at any reasonable time that Lessee deems appropriate.

11. Except for fencing around well sites, Lessee shall not construct any fences or modify any fences, cattle guards or other improvements without the surface owner's consent.

12. No well shall be drilled nearer than 500 feet to any house and barn now on said premises without the prior consent of the surface owner.

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

SIGNED FOR IDENTIFICATION:

_____
Matthew D. Miller

_____ _____
Robert M. Miller, Jr. Tara L. Miller

_____ Priscilla M. Kysar
Kathleen Anne Miller Priscilla M. Kysar

_____ _____
Estate of James M. Miller By Patricia M. Roberts

as Personal Representative

[redacted] [redacted] [redacted]

"SIGNATURE PAGE"

This "SIGNATURE PAGE" is attached to and made a part of that certain Oil and Gas Lease dated August 7, 2001, by and between the following Parties, as LESSORS:

Matthew D. Miller, a/k/a Mathew Daniel Miller, a married man dealing in his sole and separate property
249 Delmonico St. NE, Palm Bay, FL 32907

Robert M. Miller, Jr. and Tara L. Miller, Husband and wife
P. O. Box 67, Big Piney, Wyoming 83113

Patricia M. Roberts, a/k/a Patricia Mildred Roberts, f/k/a Patricia Mildred Miller, a married woman dealing in her sole and separate property
P. O. Box 11, Daniel WY 83115

Kathleen Anne Miller, a single woman
P. O. Box 243, Daniel, WY 83115

Priscilla M. Kysar, a widow
1512 Highway 93 East #23, Colson, MT 59860

Estate of James M. Miller
P. O. Box 115, Daniel, WY 83115

and Gundry-White Properties, LLC, as LESSEE.

_____
Matthew D. Miller

_____ _____
Robert M. Miller, Jr. Tara L. Miller

_____
Patricia M. Roberts

_____
Kathleen Anne Miller

_____
Priscilla M. Kysar

Marguerite M. Miller
Estate of James M. Miller by
Marguerite M. Miller as Personal
Representative

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 15th day of August, 2001, personally appeared Marguerite M. Miller

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: 1/15/01

Paula Starkey
Notary Public
Address 1218 Thorpe St
Rock Springs WY 82901

PAULA STARKEY - NOTARY PUBLIC
SWEETWATER WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2005

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease, dated August 7, 2001, by and between the parties listed on the "SIGNATURE PAGE" (Matthew D. Miller, et al.),as LESSORS and Gundry-White Properties, LLC, as LESSEE

Township 29 North, Range 111 West, 6th P.M.
Section 6: Lots 6 (39.67), 7 (39.87), E½SW¼, SE¼ except 24.00 acres in E½SE¼ being that part easterly and northerly of HWY 189
Section 7: Lots 1 (39.92), 2 (39.86), 3 (39.78), 4 (39.71), E½W½, NE¼

Township 29 North, Range 112 West, 6th P.M.
Section 1: Lots 2 (39.54), 3 (39.24), 4 (38.93), SW¼NE¼, S½NW¼, S½
Section 2: Lot 1 (38.58), 2 (38.19), 3 (37.79), 4 (37.40), S½N½, S½
Section 3: Lots 1 (38.84), 2 (36.14), 3 (35.42), 4 (34.72), S½N½, S½
Section 4: Lots 1 (34.44), 2 (34.61), 3 (34.77), 4 (34.94), S½N½, S½
Section 5: Lot 1 (35.33), SE¼NE¼, E½SE¼, SW¼SE¼
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: NE¼, W½NW¼, S½
Section 9: N½, N½S½, SW¼SW¼, SE¼SE¼
Section 10: N½NE¼, NW¼, N½SW¼
Section 11: NW¼NE¼, N½NW¼
Section 12: E½NE¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: S½
Section 34: S½NE¼, S½
Section 35: W½NE¼, W½, SE¼
Section 36: SW¼, W½SE¼

CONTAINING 7,043.69 ACRES, MORE OR LESS

SIGNED FOR IDENTIFICATION:

Matthew D. Miller

Robert M. Miller, Jr.

Tara L. Miller

Kathleen Anne Miller

Priscilla M. Kysar

Estate of James M. Miller by Marguerite M. Miller as Personal Representative

Patricia M. Roberts

EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated August 7th, 2001, by and between the parties listed on the "SIGNATURE PAGE" (Matthew D. Miller et al.), as LESSORS, and Gundry-White Properties, LLC, as LESSEE

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

2. Subject to the other provisions herein contained, at the expiration of the primary term, this Oil and Gas Lease shall terminate as to all lands which are not located within a "drillsite spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the leased premises or on lands pooled or unitized therewith. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drillsite spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, whichever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

3. The Lessor's royalty shall be paid free of the "Costs of production" as defined in Wyoming State Statute 30-5-304 and in accordance with Wyoming Statute 30-5-301 through 30-5-305.

4. Notwithstanding any provisions contained herein to the contrary, this Oil and Gas Lease shall not be maintained by the payment of shut in royalty, as provided in paragraph 4 of this Oil and Gas Lease to which this Exhibit "B" is attached, for a period of more than three (3) consecutive years from and after the primary term hereof. The right to maintain this Oil and Gas Lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed five (5) years. In the event Lessee wishes to retain this Oil and Gas Lease being held by a shut-in well that would exceed said five (5) year total, Lessor and Lessee agree to negotiate in good faith a new shut-in royalty.

5. It is agreed that Lessee shall not be permitted to discharge produced water onto the surface owner's lands without the surface owner's prior written consent.

6. Any water well of the surface owner which is damaged by Lessee's operation shall be repaired or replaced by Lessee within a reasonable period of time.

7. Lessee shall pay the surface owner for all reasonable surface damages caused by its operation on the leased premises.

[redacted] [redacted] [redacted]

8. Lessee shall not have the right to the use of the surface owner's state permitted direct flow water without surface owner's prior written consent. Lessee shall conduct its operations so as to reasonably protect surface and sub-surface fresh waters from contamination.

9. Lessee shall maintain all areas used in its operations in a neat and orderly manner and free from trash or other refuse. When this Oil and Gas Lease is abandoned or terminates, Lessee shall remove all trash and refuse, fill all pits, remove all structures, machinery or other property of Lessee and restore and reclaim the leased premises to the original condition as is reasonably practical and in accordance with state laws.

10. Roads, pipelines and production facilities shall be located, where reasonably possible, in order to minimize the impact of Lessee's operations on the ranching operation of the surface owner. All surface occupancy operations and seismic operations shall be undertaken after consultation with the surface owner, provided however that this provision shall not prevent Lessee from conducting such operations at any reasonable time that Lessee deems appropriate.

11. Except for fencing around well sites, Lessee shall not construct any fences or modify any fences, cattle guards or other improvements without the surface owner's consent.

12. No well shall be drilled nearer than 500 feet to any house and barn now on said premises without the prior consent of the surface owner.

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

SIGNED FOR IDENTIFICATION:

_____
Matthew D. Miller

_____
Robert M. Miller, Jr.

_____
Tara L. Miller

_____
Kathleen Anne Miller

_____
Priscilla M. Kysar

_____
Estate of James M. Miller by
Marguerite M. Miller as Personal
Representative

_____
Patricia M. Roberts

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 1st day of August, 2001, is by **ULTRA RESOURCES, INC.**, a Wyoming corporation, whose Taxpayer Identification Number is 83-0320643 ("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 and Ultra Petroleum (USA) Inc., a Colorado corporation ("Ultra Petroleum"), have 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, Ultra Petroleum has been merged into Ultra Resources, Inc.; 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.

286140

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RECORDED Sept 4 2001 3:05 PM
IN BOOK 119 OR6 PAGE 276
FEES $16.00 M. Lou Hinkle CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Yates

[redacted] [redacted] [redacted]

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, as well as any and all "as-extracted collateral," 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, as well as any and all "as-extracted collateral," 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, as well as any and all "as-extracted collateral."

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 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 36-0899825

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing was acknowledged before me by **MICHAEL D. WATFORD**, Chairman and Chief Executive Officer of **ULTRA RESOURCES, INC.**, a Wyoming corporation, this 9th day of August, 2001.

WITNESS my hand and official seal.

My Commission Expires:
12-7-04

NOTARY PUBLIC in and for the State of Texas

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 August, 2001.

WITNESS my hand and official seal.

My Commission Expires:
09-07-03

FRANKIE L. MORGAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-07-03

NOTARY PUBLIC in and for the State of Texas

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 12-23	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-23: NWSW
STUD HORSE BUTTE 16-21	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21: SESE
STUD HORSE BUTTE 10-21	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21: NWSE
STUD HORSE BUTTE 8-21	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21: SENE
MESA 3-20	0.42500	0.3106042	WYW-015315	MARY ALICE GUENZEL	06/1/52	32N-109W-20: NENW
PINEDALE 4A	0.63750	0.5328235	WYW-06286	DONALD ANDERSON	06/1/51	32N-109W-34: NWNW
STUD HORSE BUTTE 1-21	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-21: NENE
STUD HORSE BUTTE 2-24	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24: NWNE
STUD HORSE BUTTE 6-24	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24: SENW
32N-109W-34: NWNW	0.63750	0.5328200	WYW-06286	DONALD ANDERSON	06/1/51	32N-109W-34: NWNW
32N-109W-34: NWSE	0.63750	0.5328200	WYW-06286	DONALD ANDERSON	06/1/51	32N-109W-34: NWSE
STUD HORSE BUTTE 8-24	0.63750	0.5100000	WYW-118155	ONAGER ENTERPRISES	12/1/89	29N-108W-24: SENE
STEWART POINT 1-33	0.31685	0.2475968	WYW-08592	GWEN KIEF	10/1/51	33N-109W-33: NESW

281

ASSIGNMENT OF OIL AND GAS LEASE

Leonard Hay, a single person, of P. O. Box 188, Rock Springs, Wyoming 82902, Lessee under that certain oil and gas lease between him and Peter S. Olson and Anne Olson, husband and wife, of P. O. Box 568, Big Piney, Wyoming 83113, as Lessors, which said Lease is dated February 8, 1994 and was recorded of record in the Office of the County Clerk and ex-officio Register of Deeds of Sublette County, Wyoming, on February 8, 1994, in Book 96 O & G, at page 200, the term of said Lease having been extended to February 7, 2002, by that certain undated Letter Agreement of Extension, copies of said Lease and Letter Agreement being attached hereto, marked Exhibits "A" and "B" respectively, and by this reference made a part hereof, for and in consideration of Ten Dollars and other good and valuable consideration, hereby assigns and quitclaims all of his right, title and interest in said Lease to New Fork Energy, LLC, a Wyoming limited liability company, the address of which is 280 Lester Drive, Rock Springs, Wyoming 82901;

EXCEPTING AND RESERVING to said Leonard Hay a five per cent (5%) overriding royalty interest in said Lease and the mineral estate covered thereby, and subject to the following condition: Assignee agrees to have a drilling rig in place on said lease and drilling for oil and gas no later then December 1, 2001; should Assignee fail to meet said condition, this assignment shall be null and void and of no further force and effect, and ownership of said Lease shall revert to Leonard Hay.

The property covered by said Lease and Extension is more specifically described as follows:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

And containing 260.0 acres, more or less.

286148

RECORDED Sept. 4 2001 4:15 PM
IN BOOK 119046 PAGE 282
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

Assignee hereby accepts the foregoing condition of assignment.

Dated this 28th day of August, 2001.

Leonard Hay
Leonard Hay

New Fork Energy LLC

By Orvie Berg
Orvie Berg
Managing Member

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Leonard Hay this 28th day of August, 2001.

Witness my hand and official seal.

Jeri Ann Crouch
Notary Public

My Commission Expires: Oct. 9, 2004.

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Orvie Berg, Managing Member of New Fork Energy LLC, this 28th day of August, 2001.

Witness my hand and official seal.

Jeri Ann Crouch
Notary Public

My Commission Expires: Oct. 9, 2004.

PRODUCERS 88—PAID UP
11-57 POOLING

EXHIBIT "A"

Casper Press
134 N. Center
Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of February, 19 94, by and between PETER S. OLSON AND ANNE OLSON, husband and wife whose post office address is P. O. Box 568, Big Piney, Wy 83113, hereinafter called Lessor (whether one or more) and LEONARD HAY whose post office address is P. O. Box 188, Rock Springs, Wy 82902, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of $10.00 and other good valuable consideration DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 32 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 31: Lots 3, 4, E½SW¼, S½SE¼

TOWNSHIP 31 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 6: Lots 3, 4

and containing 260.0 acres, more or less.

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

2. ~~XXXXXXXXXXXXXXXX~~. 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. ($2.00 per acre per year - rental payment)

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

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

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty ~~XXXXXXXXXXXXXXXX~~, payable monthly at the prevailing market rate for gas. (Royalty rate computed at 14%)

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

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

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

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

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

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

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

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

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

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

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

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

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

Peter S. Olson

Anne Olson

245231

RECORDED February 8 1994 1:35 PM
IN BOOK 96 MISC PAGE 200
FEES $ 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

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 8th day of February, 19 94, personally appeared Lester S. and Anne Olson

and _____, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 9/24/96

Bethany A. Walker
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19__
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

_____, 19_____

_____ Acres

_____ County

This instrument was filed for record on the _____ day of _____ 19_____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____
County Clerk.

_____
Deputy.

When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

EXHIBIT "B"

LETTER AGREEMENT OF EXTENSION

Re: Oil and Gas Lease -T32N R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 32 and T31N, R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 6

The undersigned having reached an agreement relative to extending the above-reference Oil and Gas Lease ("Lease"), which Lease is hereby incorporated by reference and made a part hereof, for an additional three year term on the same terms and conditions as the present Oil and Gas Lease dated February 8, 1994.

This letter will serve as an agreement of extension of the Oil and Gas Lease dated February 8, 1994, between Peter S. Olson and Anne Olson, husband and wife of P.O. Box 568, Big Piney, WY 83113, as Lessor(s), and Leonard Hay, of P.O. Box 188, Rock Springs, WY 82902, as Lessee, covering the following described property situate in Sublette County, Wyoming, for a period of three years, said extension to be effective February 8, 1999, to and including February 7, 2002:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

And containing 260.0 acres, more or less.

The undersigned by their signatures hereon, acknowledge the lease extension between Peter S. Olson and Anne Olson, as Lessors, and Leonard Hay, as Lessee, covering the real property hereinabove to be valid for the dates stated, and further acknowledge by their signatures hereon, that said Oil and Gas Lease will be extended for the three-year term as hereinabove set forth on the same terms and conditions as set forth the original Oil and Gas Lease.

Peter S. Olson
PETER S. OLSON

Anne Olson
ANNE OLSON

Leonard Hay
LEONARD HAY

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 6th day of September, 2001, by and between William J. McGinnis, III, Individually, as his sole and separate property; William J. McGinnis, III, as Trustee of the William J. McGinnis, III Revocable Trust, dated September 4, 1997; William J. McGinnis, III, President of JF Ranch, Inc., a Wyoming Corporation, whose post office address is P.O. Box 31, Big Piney, Wyoming 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, 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, 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 111 WEST, 6TH P.M.
Section 5: Lot 4
Section 6: All that portion of Lot 5 lying outside of the NE/4NW/4 and all of lots 1,2,3,4,6,8
TOWNSHIP 29 NORTH, RANGE 111 WEST, 6TH P.M.
Section 27: S/2SW/4
Section 28: Lot 10, SE/4SE/4
Section 32: SE/4SE/4
Section 33: NE/4, N/2SE/4, SW/4SE/4, Lots 1,2,3,4,5,6,7,8
Section 34: W/2NW/4

FOR ADDITION TERMS AND CONDITIONS, REFERENCE IS MADE TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRETY HEREIN.

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 and 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 1028.88 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 a 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 ninety (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 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.

286188

RECORDED Sept. 7 2021 10:55 AM
IN BOOK 119 O&G PAGE 287
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

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 [illegible] 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 agency 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 royalty payments to be made hereunder to Lessor, 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 or 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.

William J McG

WILLIAM J. MCGINNIS, III

ID # 864-02 17 377

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF SUBLETTE }SS
COUNTY OF WYOMING }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6TH day of SEPTEMBER, 2001, personally appeared William J. McGinnis, III, Individually, as his sole and separate property; William J. McGinnis, III, as Trustee of the William J. McGinnis, III, Revocable Trust, dated September 4, 1997; [illegible], to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that HE duly executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 5/17/02

Mary L. Lyford
Notary Public
Address Pinedale, Wyoming

ACKNOWLEDGMENT-CORPORATE

STATE OF Wyoming }SS
COUNTY OF Sublette }

On this 6TH day of SEPTEMBER, A.D. 2001, before me personally appeared William J. McGinnis, III, President of JF Ranch, Inc., a Wyoming Corporation, who, being by me duly sworn, did say that he is the PRESIDENT of JF Ranch, Inc., a Wyoming Corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said William J. McGinnis, III acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 6TH day of SEPTEMBER, A.D. 2001.

My Commission Expires: 5/17/02

Mary L. Lyford
Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE BY REFERENCE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE BY AND BETWEEN WILLIAM J. MCGINNIS, III, INDIVIDUALLY, AS HIS SOLE AND SEPARATE PROPERTY; WILLIAM J. MCGINNIS, III, AS TRUSTEE OF THE WILLIAM J. MCGINNIS, III, REVOCABLE TRUST, DATED SEPTEMBER 4, 1997; WILLIAM J. MCGINNIS, III, PRESIDENT OF JF RANCH, INC., A WYOMING CORPORATION, AS LESSORS, AND GUNDRY-WHITE PROPERTIES, LLC.

1.) Without the prior written consent of the LESSOR, no well shall be located within 500 feet of any house or barn now on said premises on the leased premises.

2.) Prior to locating and building any drillsites, access roads and/or pipelines on the leased premises, LESSEE shall consult with LESSOR and wherever possible LESSEE shall avoid fragile productive farm or pasture lands.

3.) Wherever the term one-eighth ($1/8^{th}$) appears in the subject Oil and Gas Lease, it is by this reference amended to read one-seventh ($1/7^{th}$).

4.) LESSEE agrees that should roads and drillsites need in LESSEE'S opinion, to be graveled said gravel composition will be at least ¾ inch. LESSEE also agrees that consideration will be made to purchase the gravel from JR Ranch's 5-mile bridge pit so long as the price is competitive.

5.) LESSEE agrees to maintain the area used for its operations in a neat and orderly manner and to use its best efforts to keep any well and battery sites free of weeds and debris.

6.) LESSEE agrees that prior to building a location on the leased premises, LESSEE and LESSOR shall enter into a mutually acceptable surface use agreement, compensating LESSOR for reasonable damages.

7.) Upon cessation of operations LESSEE shall proceed with reasonable diligence to restore the surface of all location sites and access roads to as near to the original condition as is practicable, and such lands shall be re-seeded.

8.) LESSEE agrees to take all reasonable precautions to ensure that the artesian wells on the leased premises are not damaged as direct result of LESSEE'S operations.

9.) In the event LESSEE elects to install pumping units on the leased premises for production operations, LESSEE shall use an electrical source for such operations.

SIGNED FOR INDENTIFICATION

WILLIAM J. MCGINNIS, III

ASSIGNMENT OF OVERRIDING ROYALTY

C L MACHINERY, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party the interest set out opposite his name, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Todd R. Kalstrom and Pamela S. Kalstrom as
Joint Tenants with the Right of Survivorship
8655 W. Wesley Place
Lakewood, CO 80227
an undivided .126225 of 1% of 8/8ths

286243

RECORDED Sept. 12 20 01 11:10AM
IN BOOK 119 DTG PAGE 290
FEES $ 57.50
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Eaton

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby

assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 27th day of August, 2001.

ATTEST:

By: _____
Pamela S. Kalstrom
Assistant Secretary

C L MACHINERY

By: _____
Nancy E. Holtz
Assistant Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared NANCY E. HOLTZ, Assistant Vice President of CL MACHINERY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 27th day of August, 2001.

NOTARY PUBLIC SEAL

_____
A. L. Shipman, Notary Public

My commission expires: 1/13/03

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
WY-2767-00001	USA-WYW-143664 ULTRA RESOURCES INC	12/01/97	10 Years	33N-109W Section 1: lot 4 Section 2: lot 1 Section 7: lot 1 Section 12: SENE, SESW, SE Section 13: NE, NENW	556.05	556.05	BK/PG: SUBLETTE	
WY-2767-00003	JOHN T. DOYLE AND VIRGINIA HIGH PLAINS ASSOCIATES, INC.	02/17/97	5 Years	33N-109W Section 2: S/2SW Section 3: S/2SE Section 10: NWNE	200.00	200.00	BK/PG:105 SUBLETTE	425
WY-2767-00004-AA	MAGDELINE BLOOM HIGH PLAINS ASSOCIATES, INC.	03/27/97	5 Years	33N-109W Section 10: NENE, S/2NE , SE, less and except a 13.93 acre tract, 2.02 acre tract Section 11: W/2NE , NW, S/2 Section 13: W/2SW Section 14: E/2SE	984.05	492.03	BK/PG:105 SUBLETTE	430
WY-2767-00004-AB	JACK D. RICHARDSON HIGH PLAINS ASSOCIATES, INC.	03/26/97	5 Years	33N-109W Section 10: NENE, S/2NE , SE, less and except a 13.93 acre tract, 2.02 acre tract, 4.99 acre tract, 13.60 acre tract and 1.15 acre tract Section 11: W/2NE , NW, S/2	804.31	402.16	BK/PG:105 SUBLETTE	427
WY-2767-00005	BATTLEFIELD, INC. HIGH PLAINS ASSOCIATES, INC.	02/11/97	5 Years	33N-109W Section 10: NW, less and except section corner common to Sections 3, 4, 9, and 10	140.60	140.60	BK/PG:105 SUBLETTE	432
WY-2767-00006-AA	WILLIAM H. REISNER, JR. HIGH PLAINS ASSOCIATES, INC.	04/11/97	5 Years	33N-109W Section 13: E/2SE Section 24: That part of the W/2W/2NW	118.00	59.00	BK/PG:105 SUBLETTE	341

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County
WY-2767-00013	PAUL C. HAGENSTEIN AND BETTE ANN DUAL RESOURCES, INC.	10/03/94	6 Years, 6 Months	33N-109W Section 14: W/2SE, E/2SW Section 22: NE Section 23: N/2, and that part of the E/2SE	873.81	873.81	BK/PG:100 576 SUBLETTE
WY-2767-00015	USA-WYW-128176 DOUBLE EAGLE PETROLEUM	01/01/93	10 Years, 3 Months	33N-109W Section 9: SWNW, W/2SW Section 6: Lots 5, 6, SENENESW, NESENESW, S/2SENESW, NESESW, SENWSESW, S/2SESW	233.27	233.27	BK/PG: SUBLETTE
WY-2767-00017	ST-WY-97-00365 ULTRA RESOURCES INC	07/02/97	5 Years	32N-109W Section 1: NESE	40.00	40.00	BK/PG: SUBLETTE
WY-2767-00018	USA-WYW-129610 DOUBLE EAGLE PETROLEUM	07/01/93	10 Years	32N-109W Section 10: E/2NE Section 11: ALL Section 12: ALL Section 13: ALL Section 14: NE, NENW, NESE, Section 24: NE, NENW	2,440.00	2,440.00	BK/PG: SUBLETTE
WY-2767-00019	USA-WYW-135123 CENEX, INC.	02/01/95	10 Years	32N-109W, Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W/2NE, W/2, SE Section 14: W/2NW, SENW, SW, W/2SE SESE Section 15: E/2 Section 18: Lots 1-12 Section 19: Lots 1-12	2,419.17	2,419.17	BK/PG: SUBLETTE
WY-2767-00020	USA-WYW-06286 DONALD B. ANDERSON	06/01/51		32N-109W Section 27: NW	2,400.00	2,400.00	BK/PG: SUBLETTE

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
				Section 28: NE Section 35 : N/2, SE				
WY-2767-00022	USA-WYW-143663 ULTRA RESOURCES INC	12/01/97	10 Years	32N-109W. Section 1: Lot 4, S/2 NW, SW, W/2SE, SESE Section 2: Lots 1-4, S/2N/2, S/2 Section 3: Lots 1 3, S/2NE, SENW, NESW, SE	1,335.95	1,335.95	BK/PG: SUBLETTE	
WY-2767-00023	USA-WYW-118167 ONAGER ENTERPRISES	12/01/89	11 Years, 3 Months	32N-109W Section 30: Lots 1-12, E/2 Section 31: Lots 1-12, E/2	1,425.12	1,425.12	BK/PG: SUBLETTE	
WY-2767-00024-AA	BOUSMAN LIVESTOCK, INC. HIGH PLAINS ASSOCIATES, INC.	10/22/97	5 Years	32N-108W Section 1: SESE Section 12: N/2, SW, N/2SE, SWSE, N/2SESE, SWSESE Section 13: NE, NWNW	1,490.00	1,390.00	BK/PG:107 SUBLETTE	392
WY-2767-00024-AB	JOHN E. DANZE HIGH PLAINS ASSOCIATES, INC.	10/21/97	5 Years	32N-108W Section 13: NE, NWNW	200.00	100.00	BK/PG: 107 SUBLETTE	439
WY-2767-00025-AA	JOHN W. JENSEN HIGH PLAINS ASSOCIATES, INC.	10/23/97	5 Years	32N-108W Section 2: Lots 2 (34.99), 3 (35.05), 4 (35.13), S/2NW, SWNE, SW, W/2SE, SESE Section 14: W/2W/2 less and except a tract of land desc by metes & bounds	1,060.68	983.08	BK/PG:107 SUBLETTE	398
WY-2767-00025-AB	THELMA L. DITTON HIGH PLAINS ASSOCIATES, INC.	12/09/97	5 Years	32N-108W Section 14: W/2W/2 Section 22: N/2SE, SW	582.75	142.87	BK/PG:107 SUBLETTE	343
WY-2767-00026-AA	MARY ANNE L. HITTLE HIGH PLAINS ASSOCIATES, INC.	02/03/98	5 Years	32N-108W. Section 3: Lot 1, 2, 4 less and except a 3 acre tract, S/2NE, S/2NW	338.17	202.90	BK/PG:107 SUBLETTE	435

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
				Section 4: Lot 1, SE/4NE/4				
WY-2767-00027-AA	LAURA FAY LOZIER HIGH PLAINS ASSOCIATES, INC.	10/16/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	8.34	BK/PG:107 SUBLETTE	341
WY-2767-00027-AB	SYLVIA ECKARD HIGH PLAINS ASSOCIATES, INC.	10/13/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	75.05	BK/PG:107 SUBLETTE	337
WY-2767-00027-AC	THELMA L. DITTON HIGH PLAINS ASSOCIATES, INC.	10/13/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	75.05	BK/PG:107 SUBLETTE	339
WY-2767-00027-AD	LEONARD J. JENSEN HIGH PLAINS ASSOCIATES, INC.	10/16/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	37.52	BK/PG:107 SUBLETTE	335
WY-2767-00027-AE	MARILYN KAY PENTON HIGH PLAINS ASSOCIATES, INC.	11/14/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	8.34	BK/PG:107 SUBLETTE	329
WY-2767-00027-AF	JIMMY DITTON HIGH PLAINS ASSOCIATES, INC.	10/24/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	75.05	BK/PG:107 SUBLETTE	331
WY-2767-00027-AG	DANIEL CARLSON HIGH PLAINS ASSOCIATES, INC.	10/29/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	37.52	BK/PG:107 SUBLETTE	333
WY-2767-00027-AH	GARY G. JENSEN HIGH PLAINS ASSOCIATES, INC.	11/14/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	8.34	BK/PG:107 SUBLETTE	463
WY-2767-00027-AI	J. THOMAS JOHNSTON HIGH PLAINS ASSOCIATES, INC.	12/05/97	5 Years	32N-108W. Section 4: Lots 2(35.28), 3(35.20), SWNE	750.48	375.24	BK/PG:106 SUBLETTE	629

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
WY-2767-00028-AA	GRACE A. MC INTOSH HIGH PLAINS ASSOCIATES, INC.	01/21/98	5 Years	32N-108W Section 4: SENW, E/2SE Section 9: SE, E/2W/2, S/2NE, less and except Upper Green River Cemetery Section 10: SWNW, W/2SENW, W/2E/2SW, W/2SW	671.40	335.70	BK/PG:107 SUBLETTE	369
WY-2767-00029	ST-WY-97-00355 ULTRA RESOURCES INC	07/02/97	5 Years	32N-108W Section 5: Lot 2, SWNE, S/2	394.91	394.91	BK/PG: SUBLETTE	
WY-2767-00030-AA	BARGER FAMILY PARTNERSHIP HIGH PLAINS ASSOCIATES, INC.	07/11/97	5 Years	32N-108W Section 15: NE, E/2NW, E/2SWNW, SW, SE Section 16: ALL, less and except a 99.008 acre tract and a 12.26 acre tract Section 17: Lot 4(40.73), SE, S/2NE, excepting that portion of said S/2NE lyin g north of the ROW of the Paradise Road No. 23-36 Section 20: NENE, SENE, NESE, SESE Section 21: NW, N/2SW, SESW Section 28: SW, N/2NW, SENW Section 29: E/2NE, SWNE, SE, Lot 4(40.30), Lot 5(40.49), Lot 6(40.60), Lot 7(4 0.60), Lot 8(40.49) Section 32: NE, NW, SE Section 33: NW	3,777.55	3,567.24	BK/PG:105 SUBLETTE	498
WY-2767-00030-AB	BARGER FAMILY PARTNERSHIP HIGH PLAINS ASSOCIATES, INC.	11/13/97	5 Years	32N-108W Section 20: NENE Section 21: NWNW	80.00	5.00	BK/PG:107 SUBLETTE	246
WY-2767-00030-AC	GORDON STEELE LIVING TRUST HIGH PLAINS ASSOCIATES, INC.	01/14/98	5 Years	32N-108W,SEC 16: A TRACT IN THE NE, NENW, NESE DESCR AS FOLLOWS: BEGINNING ON THE NE CORNER OF SEC 16 & RUNNING THENCE SOUTH A DISTANCE OF 2869.79 FT TO STATION NO. 2; THENCE NORTH 40 DEGREES 10.5' WEST A DISTANCE OF 465.40 FT TO	99.00	49.50	BK/PG:107 SUBLETTE	262

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
				STATION NO. 3; THENCE NORTH 49 DEGREES 42' WEST A DISTANCE OF 1878.52 FT TO STATION NO. 4; THENCE NORTH 49 DEGREES 04' WEST A DISTANCE OF 624.31 FT TO STATION NO. 5; THENCE NORTH 59 DEGREES 30' WEST A DISTANCE OF 624.19 FT TO STATION NO. 6; THENCE NORTH 50 DEGREES 45.5' EAST A DISTANCE OF 912.63 FT TO STATION NO. 7; THENCE 89 DEGREES 34' 34' EAST A DISTANCE OF 2049 FT. TO STATION NO. 1, THE POINT OF BEGINNING.				
WY-2767-00030-AD	DONNA M STEELE HIGH PLAINS ASSOCIATES, INC.	01/14/98	5 Years	32N-108W Section 16: A tract in the NE, NENW, NESE	99.00	49.50	BK/PG:107 SUBLETTE	265
WY-2767-00030-AE	MARJORIE BUCK HIGH PLAINS ASSOCIATES, INC.	11/11/97	10 Years	32N-108W Section 20: E/2SE, SENE Section 21: E/2W/2, SWNW, NWSW Section 28: E/2NW, NWNW, SW Section 29: Lots 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E/2NE, SWNE, SE Section 32: N/2 Section 33: NW	1,602.48	200.31	BK/PG:107 SUBLETTE	367
WY-2767-00030-AF	BARGER FAMILY PARTNERSHIP HIGH PLAINS ASSOCIATES, INC.	11/13/97	5 Years	32N-108W Section 5: Lot 3(34.79), lot 4(34.68) SENW, and all the part of the SWNW,LYING and being north of Wyoming State Highway 187 (containing 32.90 acres) Section 6: All that part of Lot 4, lying and being NORTH of Highway 187 CONTAINING 34.54 ACRES) Section 20: NENE Section 21: NWNW	253.91	178.91	BK/PG:109 SUBLETTE	350
WY-2767-00031	ST-WY-97-00356 ULTRA RESOURCES INC	07/02/97	5 Years	32N-108W Section 6: Lots 2, 3, 5, 6, E/2SW	192.14	192.14	BK/PG: SUBLETTE	

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
WY-2767-00032-AA	PETER S. OLSON AND ANNE OLSON, ET UX HIGH PLAINS ASSOCIATES, INC.	06/03/97	5 Years	32N-108W Section 6: SWSE Section 7: N/2NE, SENE Section 8: S/2NW, E/2SW, NWSW, SE Section 9: W/2SW Section 17: N2NE	680.00	340.00	BK/PG:105 SUBLETTE	381
WY-2767-00033	JOHN BLAHA HIGH PLAINS ASSOCIATES, INC.	10/22/97	5 Years	32N-108W Section 12: SESESE	10.00	10.00	BK/PG:107 SUBLETTE	445
WY-2767-00034-AA	FLOYD E. BOUSMAN HIGH PLAINS ASSOCIATES, INC.	10/22/97	5 Years	32N-108W Section 11: NE Section 22: N/2	480.00	320.00	BK/PG:107 SUBLETTE	465
WY-2767-00035	DONALD W. ROGERS, JR. HIGH PLAINS ASSOCIATES, INC.	11/26/97	5 Years	32N-108W Section 11: SE Section 14: W/2NE, NENE, E/2SW, SENW, S/2NENW	420.00	420.00	BK/PG:107 SUBLETTE	437
WY-2767-00036	ST-WY-97-00357 ULTRA RESOURCES INC	07/02/97	5 Years	32N-108W Section 8: NE, N/2NW	240.00	240.00	BK/PG: SUBLETTE	
WY-2767-00037-AA	HERMAN A. GENETTI HIGH PLAINS ASSOCIATES, INC.	10/21/97	5 Years	32N-108W Section 22: SW, N/2SE Section 25: NWNE, N/2NW	240.00	120.00	BK/PG:107 SUBLETTE	345
WY-2767-00037-AB	WILLIAM D THOMAS HIGH PLAINS ASSOCIATES, INC.	10/21/97	5 Years	32N-108W Section 22: SW, N/2SE Section 25: NWNE, N/2NW	360.00	48.00	BK/PG:107 SUBLETTE	455

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
WY-2767-00037-AC	EAST FORK ROD AND RUN CLUB HIGH PLAINS ASSOCIATES, INC.	10/25/97	5 Years	32N-108W Section 25: NWNE, a portion of N/2NW, further desc. by metes and bounds	120.00	30.49	 SUBLETTE	
WY-2767-00037-AD	THOMAS H. NEWMAN HIGH PLAINS ASSOCIATES, INC.	10/29/97	5 Years	32N-108W Section 25: NWNE, N/2NW	120.00	65.51	 SUBLETTE	
WY-2767-00038	USA-WYW-139396 RICHARD L. NORTON	07/01/96	10 Years	32N-108W Section 30: E/2 Section 31: NE, N/2SE	560.00	560.00	BK/PG: SUBLETTE	
WY-2767-00039-AA	PATRICK JOHNSON HIGH PLAINS ASSOCIATES, INC.	10/29/97	5 Years	32N-108W Section 22: S/2SE Section 26: N/2N/2 Section 27: N/2NE, W/2 Section 34: NW	752.63	76.50	BK/PG:107 SUBLETTE	401
WY-2767-00039-AB	LESTER WILLIAM ANDERSON HIGH PLAINS ASSOCIATES, INC.	10/29/97	5 Years	32N-108W Section 22: S/2SE Section 26: N/2N/2 Section 27: N/2NE, W/2 Section 34: NW	752.63	229.51	BK/PG:107 SUBLETTE	401
WY-2767-00040	JEPTHA E RICHIE HIGH PLAINS ASSOCIATES, INC.	05/05/97	5 Years	32N-108W Section 21: E/2 Section 28: E/2 Section 33: E/2, SW Section 34: All of SW lying south and east of the East Fork River	1,371.20	1,371.20	BK/PG:105 SUBLETTE	502
WY-2767-00041	USA-WYW-143661 ULTRA RESOURCES INC	12/01/97	10 Years	32N-108W Section 19: Lots 1-4, E/2, E/2W/2	1,346.81	1,346.81	BK/PG: SUBLETTE	

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
				Section 20: W/2E/2, W/2 Section 21: SWSW Section 28: SWNW Section 29: Lots 1-3, NWNE Section 32: N/2SW				
WY-2767-00042	ROXANNA M. JENSEN, A.I.F FOR HIGH PLAINS ASSOCIATES, INC.	11/26/97	5 Years	32N-108W Section 14: N/2NENW	20.00	20.00	BK/PG:107 SUBLETTE	441
WY-2767-00043-AA	KENNETH PERRY, JR. HIGH PLAINS ASSOCIATES, INC.	10/23/98	4 Years	32N-108W Section 13: S/2SW Section 14: SE Section 23: E/2 Section 24: SW, S/2SE, NESE, SENE, NW	1,112.00	496.00	BK/PG:107 SUBLETTE	347
WY-2767-00043-AB	THOMAS CARL FLYNN HIGH PLAINS ASSOCIATES, INC.	10/29/97	5 Years	32N-108W Section 13: S/2SW Section 14: N/2NW	160.00	60.00	SUBLETTE	
WY-2767-00044-AA	FINNIS N. MITCHELL HIGH PLAINS ASSOCIATES, INC.	10/25/97	5 Years	32N-108W Section 26: N/2S/2 Section 27: SE, S/2NE	400.00	200.00	BK/PG:107 SUBLETTE	259
WY-2767-00045	USA-WYW-142265 ULTRA PETROLEUM (USA), INC.	08/01/97	10 Years	32N-108W Section 30: Lots 1, 2, 3, and 4, E/2W/2 Section 31: Lots 1, 2, E/2NW	756.16	756.16	BK/PG: SUBLETTE	
WY-2767-00046	ST-WY-97-00358 ULTRA RESOURCES INC	07/02/97	5 Years	32N-108W Section 36: ALL	640.00	640.00	BK/PG: SUBLETTE	
WY-2767-00047	USA-WYW-143660 ULTRA RESOURCES INC	12/01/97	10 Years	32N-108W Section 4: Lot 4, SWNW, W/2SW	1,487.91	1,487.91	BK/PG: SUBLETTE	

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County	
				Section 5: Lot 1, SENE Section 7: Lots 1-7, SWNE, E/2NW, SESW, S/2SE Section 8: SWSW Section 17: Lots 1-3, SW Section 18: Lots 2-7, S/2NE, SENW, E/2SW, SE				
WY-2767-00048	DAVID D. MAYTAG ANSCHUTZ WYOMING CORP.	01/24/00	3 Years	33N-109W Section 10: That part of the SW Section 15: The NW lying and being situated southerly and easterly	206.46	206.46	BK/PG:1130 SUBLETTE	534

301

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

ASSIGNMENT OF OVERRIDING ROYALTY

C L MACHINERY, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party the interest set out opposite his name, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Todd R. Kalstrom and Pamela S. Kalstrom as
Joint Tenants with the Right of Survivorship
8655 W. Wesley Place
Lakewood, CO 80227
an undivided .1275 of 1% of 8/8ths

286244

RECORDED Sept. 12 2001 11:05AM
IN BOOK 119 OIG PAGE 302
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby

assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 27th day of August, 2001.

ATTEST:

By: _____
Pamela S. Kalstrom
Assistant Secretary

C L MACHINERY

By: _____
Nancy E. Holtz
Assistant Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared NANCY E. HOLTZ, Assistant Vice President of CL MACHINERY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 27th day of August, 2001.

NOTARY PUBLIC SEAL

_____
A. L. Shipman, Notary Public

My commission expires: 1/13/03

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County
WY-2767-00021	USA-WYW-135124 MERIDIAN OIL INC.	02/01/95	10 Years	32N-109W Section 21: SE Section 22: S/2 Section 23: ALL Section 24: W/2NW, SENW, S/2	1,560.00	1,560.00	BK/PG: SUBLETTE

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Wyoming Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party the interest set out opposite his name, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
an undivided .6375 of 1% of 8/8ths

Piedmont Minerals Company
5838 South Stanida Circle
Salt Lake City, UT 84121
an undivided .053125 of 1% of 8/8ths

William J. Miller and Nancy Miller, as
Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
an undivided .1275 of 1% of 8/8ths

Hal B. Koerner, Jr. and Diane Lynn Koerner, as
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
an undivided .085 of 1% of 8/8ths

Dolly Family LLLP
74 Fir Lane
Evergreen, CO 80439
an undivided .1275 of 1% of 8/8ths

Marguerite K. Timbel and Ned R. Timbel, as
Tenants in Common
8010 South Oneida Court
Englewood, CO 80112
an undivided .085 of 1% of 8/8ths

C L Machinery Company
555 17th Street, Suite 2400
Denver, CO 80202
an undivided .350625 of 1% of 8/8ths

Gary M. Young
1 Meadowbrook Circle
Littleton, CO 80120
an undivided .1275 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek, as
Joint Tenants with Right of Survivorship
2980 S. Newcomb Way
Lakewood, CO 80227
an undivided .10625 of 1% of 8/8ths

286245

RECORDED Sept 12 2001 11:00AM
IN BOOK 119 OG PAGE 305
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated computed, paid and/or delivered to the Assignee in the same

manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 27th day of August, 2001, but an effective date of the 20th day of April, 2000.

ATTEST:

By: _____
Pamela S. Kalstrom
Assistant Secretary

ANSCHUTZ WYOMING CORPORATION

By: _____
Nancy E. Holtz
Assistant Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared NANCY E. HOLTZ, Assistant Vice President of ANSCHUTZ WYOMING CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 27th day of August, 2001.

NOTARY PUBLIC SEAL

A. L. Shipman, Notary Public

My commission expires: 01/13/03

[redacted] [redacted] [redacted]

ANSCHUTZ COMPANY
LEASE SCHEDULE - EXHIBIT "A"
PINEDALE #2767
SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Lease Date	Term	Description	Gross Acres	Net Acres	Recording Information County
WY-2767-00021	USA-WYW-135124 MERIDIAN OIL INC.	02/01/95	10 Years	32N-109W Section 21: SE Section 22: S/2 Section 23: ALL Section 24: W/2NW, SENW, S/2	1,560.00	1,560.00	BK/PG: SUBLETTE

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

307

RECORDED Sept. 20 2001 2:35 PM
IN BOOK 119 of G PAGE 308
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

286350

THIS AGREEMENT, made and entered into this 21st day of July, 2001, by and between Boroff Land and Livestock, Inc., a Wyoming Corporation, P. O. Box 171, Daniel, WY 83115 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.

(Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read one-sixth (1/6) royalty.)

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 ~~840.00~~ 822.73 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 (1/8th) 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 (1/8th) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8th) 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.

[redacted] [redacted] [redacted]

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.

ATTEST

By: _____ X
Sheryl L. Boroff, Secretary and Treasurer

Boroff Land and Livestock, Inc.,
a Wyoming Corporation

By: _____ X
John Boroff, President
Jon

STATE OF _____ }
COUNTY OF _____ } ss.

INDIVIDUAL

On this _____ day of _____, 2001, 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 ___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 _____, 2001.

My commission expires:

_____

_____
Notary Public for the State of _____
residing at _____

STATE OF Wyoming }
COUNTY OF Sublette } ss.

CORPORATE
Jon

On this 5th day of September, 2001, before me personally appeared John Boroff to me personally known, who, being by me duly sworn, did say that he is the President of Boroff Land and Livestock, Inc., a Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John Boroff acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 5th day of September, 2001.

My commission expires:
June 7th, 2004

_____ Y
Notary Public for the State of Wyoming
residing at Cheyenne Wy

C. STEVEN STACY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 6-7-04

Form:OGL pdap-HAS/-MSTR

309

EXHIBIT "A"

This exhibit is attached to and by reference made a part of that certain Oil and Gas Lease dated July 21, 2001, by and between Boroff Land and Livestock Inc., a Wyoming Corporation, as Lessor, and Hanson & Strahn, Inc., as Lessee:

Township 34 North, Range 111 West, 6th P.M.

Section 08: NE1/4SE1/4, S1/2SE1/4, less and except a portion of the SW1/4SE1/4, more particularly described as follows: A strip of land 20 feet wide along the West line of the SW1/4SE1/4, extending from the West line a distance of 20 feet, and extending North and South for the full length of the SW1/4SE1/4, containing 0.6 acres, more or less.

Section 09: SE1/4NE1/4, S1/2

Section 10: S1/2SW1/4

Section 15: NW1/4NW1/4

Section 17: NE1/4, E1/2NW1/4, less and except a portion of the NW1/4NE1/4 and the NE1/4NW1/4, more particularly described as follows: Beginning at the North quarter-section corner of Section 17 and proceeding thence Westerly along the North line of said Section 17 a distance of 223.0 feet to Corner No. 1; thence proceeding South a distance of 1,000.00 feet to Corner No. 2; thence proceeding West a distance of 300.0 feet to Corner No. 3; thence proceeding South 0^0 05' West a distance of 300.0 feet to Corner No. 4; thence proceeding South 89^0 58' East a distance of 550.0 feet to Corner No. 5; thence proceeding North 22^0 15' East a distance of 299.8 feet to Corner No. 6; thence proceeding North 55^0 30' East a distance of 286.7 feet to Corner No. 7; thence proceeding North 6^0 35' West a distance of 866.1 feet, more or less, to Corner No. 8, which is a point on the North line of the above described Section 17; thence proceeding Westerly along the North line of said Section 17 a distance of 277.0 feet, more or less, to the North quarter-section corner of said Section 17, which is the point of beginning hereinabove mentioned, containing 16.67 acres, more or less.

Sublette County, Wyoming

Containing ~~840.00~~ 822.73 gross acres

Signed for Purposes of Identification:

ATTEST

By: _____
Sheryl L. Boroff, Secretary and Treasurer

Boroff Land and Livestock, Inc.,
a Wyoming Corporation

By: _____
John Boroff, President
Jon

CORRECTION
OF
ASSIGNMENT OF OVERRIDING ROYALTY

By CERTIFICATE OF TRUST dated June 21, 1999, recorded June 21, 1999, in Book 1524, Page 1464 of the records of Laramie County, Wyoming, notice of the Kelly Revocable Trust was established. Included as a part of the Kelly Revocable Trust Agreement was the assignment to said Trust of all oil and gas mineral interests owned by Gale O. Kelly and Patsy R. Kelly. By specific ASSIGNMENT OF OVERRIDING ROYALTY dated June 24, 1999, from Gale O. Kelly and Patsy R. Kelly, to the Kelly Revocable Trust, recorded in Book 916, Pages 1483 of the records of Sublette County, Wyoming, all oil and gas interests were assigned to the Trust excepting the following oil and gas lease, which should have been included in said assignment and made a part thereof, but which was inadvertently omitted:

SUBLETTE COUNTY, WYOMING

W - 48192
T. 27 N., R. 110 W.
Sec. 23: N2NE, SWNE, NW
Sec. 24: E2SE
Sec. 25: NE

520.00 Acres

W - 136146
T 27 N., R 110 W.
Sec. 23: SENE
Sec. 24: W2SE

120.00 Acres

286392

RECORDED Sept. 25 2001 11:20AM
IN BOOK 119 OF 6 PAGE 311
FEES $6.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

DATED this ___22th___ day of May, 2001.

Gale O. Kelly, Sole surviving Trustee of the KELLY REVOCABLE TRUST

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Gale O. Kelly, Trustee of the KELLY REVOCABLE TRUST this ___19th___ day of September, 2001.

Witness my hand and official seal.

Notary Public

ESTHER G. CRUZ - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Oct. 5, 2004

312

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, **McMURRY OIL COMPANY**, a Wyoming corporation, with an address of 370 17th Street, Suite 3050, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), hereby assigns and conveys the following overriding royalty interest unto the Assignee set forth below in and to all of the oil, gas or other hydrocarbon substances produced, from or attributable to the lands described on Schedule 1, attached hereto and incorporated herein, under the terms of that certain oil and gas lease described on said schedule. The overriding royalty interest herein conveyed shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that we produced and used for fuel or other purposes. The overriding royalty interest herein conveyed is as follows:

Assignee	Overriding Royalty Interest Conveyed
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Under Trust Agreement Dated August 2, 1993 1401 17th Street, Suite 1200 Denver, CO 80202	0.256237% of 8/8ths

TO HAVE AND TO HOLD, the overriding royalty interest herein conveyed unto the aforementioned Assignee, his respective heirs, successors, and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, the Corona Unit Agreement, that certain Gas Gathering Agreement dated April 1, 1996 among Green River Pipeline, LLC as "Operator" and CoEnergy Rockies, Inc., et al. as "Producers", and to all other matters of record.

The overriding royalty interest herein conveyed unto Assignee shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignee shall bear and pay its proportionate share of the costs and charges 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.

286451

RECORDED Sept. 27 2001 10:15AM
IN BOOK 119 OG PAGE 312
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

2001 MOC to Warner-128039.doc

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

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

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

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

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

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

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed unto Assignee, his successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

Assignee, by its execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made.

IN WITNESS WHEREOF, this instrument is dated to be effective as of first production of hydrocarbons from the Corona 1-14 Well located in the NE/4NE/4 of Section 14, Township 28 North, Range 109 West, 6th P.M. This instrument is one of the assignments of overriding royalty referred to in Recital 13 of that certain Stipulation of Interests dated as of November 30, 1998 among MCNIC Oil & Gas Properties, Inc. *et. al.* as "Working Interest Owners" and John W. Martin *et. al.* "Overriding Royalty Interest Owners" and recorded in the records of Sublette County, Wyoming on March 10, 2000 in Book 114 of Oil & Gas at page 1. This instrument may be executed in multiple counterparts.

McMURRY OIL COMPANY

By: _____
Roger J. Biemans, President

Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust u/t/a dated August 2, 1993, Assignee

By: _____
Edward M. Warner

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Roger J. Biemans as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation, this 13th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

5-16-01

_____
Notary Public
Address: 370 17th St, Ste. 3050
Denver, CO 80202

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust u/t/a dated August 2, 1993, as Assignee, on behalf of the Trust, this 13th day of September, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

1-27-04

JOANN B. LUCERO NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/27/2004

_____
Notary Public
Address: 950 17th St. Suite 2600
Denver Co 80202

J:\Thompson\McMurry Oil\Corona\OR-Warner

2001 MOC to Warner-128039.doc

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
MCMURRY OIL COMPANY AS ASSIGNOR
AND EDWARD M. WARNER, TRUSTEE, AS ASSIGNEE

I. DESCRIPTION OF LEASE SUBJECT TO ASSIGNMENT

U.S.A. OIL AND GAS LEASE NO. WYW-128039

II. DESCRIPTION OF LANDS SUBJECT TO ASSIGNMENT

TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M.
Section 10: NE/4, SW/4
Section 14: NE/4, SW/4

Sublette County, Wyoming

316

9 A.M. ORIGINAL

Form No. 4-1158
First Edition

RECEIVED
APR 25 1951
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE

Form approved.
Budget Bureau No. 42-R358.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WYOMING
Office 060307
Serial No. .....
Receipt No. .....

19967

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

(Fill in on a typewriter or print plainly in ink and sign in ink)

$1210.

1. Name Donald B. Anderson

P. O. Address P.O. Box 660, Roswell, New Mexico

hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
6th Principal Meridian Wyoming (State)	Meridian (State)
T. 32 N. R. 109 W. Sec. .....: Legal subdivisions Sec. 27: W½, SE¼ Sec. 28: E½ Sec. 33: E½ Sec. 34: All Sec. 35: All	T. ..... R. ..... Sec. .....: Legal subdivisions
SUBLETTE COUNTY Total Area 2100.00 Acres	Total Area ..... Acres

286455
RECORDED Sept. 27 2001 11:15 AM
IN BOOK 119 046 PAGE 316
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 21 2001
BUREAU OF LAND MANAGEMENT

This lease embraces the area and the land described in Item 2.

The rental retained is the rental amount shown in Item 4.

4. Amount remitted: Filing fee $10, Rental $1200.00, Total $ 1210.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X Naturalized ..... If naturalized, give court, date and number of naturalization certificate. Corporation or other legal entity (specify what kind): .....

(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation and Forest stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 25th day of April, 19 51.

Witness
[redacted]

Donald B. Anderson
(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

A lease for the lands described in Item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By [redacted]

[redacted], Land and Survey Office
(Title)

Effective date of lease JUN - 1 1951

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully [redacted] 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

SEP 21 2001

BUREAU OF LAND MANAGEMENT

LEASE TERMS

INSTRUCTIONS

317

ASSIGNMENT AND BILL OF SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Fort Collins Consolidated Royalties, Inc., a Colorado corporation having its principal office at 370 17th Street, Suite 3050, Denver, Colorado, 80202 ("Transferor"), in payment in full of a dividend in kind duly declared by the Board of Directors of the Transferor to be payable to its sole shareholder of record as of the date of declaration of such dividend, McMurry Oil Company, a Wyoming corporation having its principal office at 370 17th Street, Suite 3050, Denver, Colorado, 80202 ("Transferee"), hereby transfers, assigns and conveys unto Transferee, its successors and assigns, all of Transferor's right, title and interest in and to the following described property, as the same will exist, and with effect as of the close of business on December 29, 2000:

Transferor's full right, title and interest in and to the properties described in the Schedule hereto

TO HAVE AND TO HOLD the same unto Transferee, its successors or assigns, forever, and Transferor does hereby covenant and agree that it will from time to time, if requested by Transferee, its successors and assigns, do, execute, acknowledge and deliver, or will cause to be done executed and delivered to Transferee or its successors or assigns, such and all further acts, transfers, assignments, acts or things as often as may be proper or necessary for better assuring, conveying, transferring and assigning all of the property hereby conveyed, transferred or assigned, and effectively to carry out the intent hereof, and to vest in the entire right, title and interest of Transferor in and to all of the said property, and Transferor will warrant and defend the same to Transferee, its successors and assigns, forever against all claims or demands whatsoever.

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be executed by their duly authorized officers as of 12:00 p.m. Mountain Standard time this 29th day of December, 2000.

286519

RECORDED October 1 2001 2:40pM
IN BOOK 119 OAG PAGE 318
FEES $253.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Santos

Transferor:
FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: R.R.
R. J. Biemans, President

Transferee:
McMURRY OIL COMPANY

By: R.R.
R.J. Biemans, President

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

The foregoing instrument was acknowledged before me this 17th day of May, 2001, by R. J. Biemans, as President of Fort Collins Consolidated Royalties, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 3-17-04

Judith B. Sievers
Notary Public

NOTARY PUBLIC STATE OF COLORADO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2001, by R. J. Biemans, as President of McMurry Oil Company, a Wyoming corporation.

Witness my hand and official seal.

My commission expires: 3-17-04

Judith B. Sievers
Notary Public

NOTARY PUBLIC STATE OF COLORADO

SCHEDULE

DESCRIPTION OF INTEREST IN JONAH FIELD AND PORTIONS OF PINEDALE ANTICLINE FIELD

WELLS
Sublette County, Wyoming

NSAI #	LEASE NAME	STATUS	LOCATION
200031	CABRITO 1-25	Producing	25-29N-108W NENE
200032	CABRITO 7-25	Producing	25-29N-108W SWNE
200033	CABRITO 11-25	Producing	25-29N-108W NESW
200001	CABRITO 13-25	Producing	25-29N-108W SWSW
200035	CABRITO 13-30	Producing	30-29N-107W SWSW
200002	CORONA 7-24	Producing	24-29N-109W SWNE
200037	CORONA 9-31	Producing	31-29N-108W NESE
200039	CORONA 15-31	Producing	31-29N-108W SWSE
200003	JONAH FDRL 1-4	Producing	4-28N-108W NESW
200088	JONAH FDRL 1-4X	Producing	4-28N-108W NESE
200004	JONAH FDRL 1-5	Producing	5-28N-108W NWSW
200005	JONAH FDRL 1-6	Producing	6-28N-108W SE
200006	JONAH FDRL 1-7	Producing	7-28N-108W NENE
200007	JONAH FDRL 1-8	Producing	8-28N-108W NENE
200008	JONAH FDRL 2-4	Producing	4-28N-108W SWSW
200009	JONAH FDRL 2-5	Producing	5-28N-108W NWSE
200010	JONAH FDRL 2-8	Producing	8-28N-108W NWNW
200011	JONAH FDRL 2-8A	Producing	8-28N-108W NWNW
200012	JONAH FDRL 3-4	Producing	4-28N-108W NWNE
200044	JONAH FDRL 3-6	Producing	6-28N-108W NESW
200013	JONAH FDRL 3-7	Producing	7-28N-108W SWSW
200040	JONAH FDRL 3-7X	Producing	7-28N-108W NENW
125102	JONAH FDRL 3-15	Producing	15-28N-108W NENW
200046	JONAH FDRL 5-6	Producing	6-28N-108W SWSW
200042	JONAH FDRL 5-7	Producing	7-28N-108W SWNW
200179	JONAH FDRL 7-7	Producing	7-28N-108W SWNE
200208	JONAH FDRL 13-7	Producing	7-28N-108W SWSW
200014	JONAH FDRL 32-34	Producing	34-29N-108W SWNE
125167	STD HRS BT 1-26	Producing	26-29N-108W NENE
125164	STD HRS BT 1-27	Producing	27-29N-108W NENE
200016	STD HRS BT 1-33	Producing	33-29N-108W NENE
200050	STD HRS BT 1-34	Producing	34-29N-108W NENE
200017	STD HRS BT 1-35	Producing	35-29N-108W NENE
125125	STD HRS BT 2-36	Producing	36-29N-108W NWNE
125168	STD HRS BT 3-26	Producing	26-29N-108W NENW
125162	STD HRS BT 3-28	Producing	28-29N-108W NENW
200084	STD HRS BT 3-31	Producing	31-29N-108W NENW
200018	STD HRS BT 3-33	Producing	33-29N-108W NENW
200019	STD HRS BT 3-34	Producing	34-29N-108W NENW
200020	STD HRS BT 3-35	Producing	35-29N-108W NENW
120018	STD HRS BT 4-36	Producing	36-29N-108W NWNW
120012	STD HRS BT 5-26	Producing	26-29N-108W SWNW
125010	STD HRS BT 5-27	Producing	27-29N-108W SWNW
125003	STD HRS BT 5-29	Producing	29-29N-108W SWNW
200052	STD HRS BT 5-32	Producing	32-29N-108W SWNW
200054	STD HRS BT 5-34	Producing	34-29N-108W SWNW
200055	STD HRS BT 5-35	Producing	35-29N-108W SWNW
200185	STD HRS BT 6-31	Producing	31-29N-108W SENW
125175	STD HRS BT 6-36	Producing	36-29N-108W SENW
200058	STD HRS BT 7-35	Producing	35-29N-108W SWNE
125176	STD HRS BT 7-36	Producing	36-29N-108W SWNE
125012	STD HRS BT 9-27	Producing	27-29N-108W NESE
120017	STD HRS BT 9-28	Producing	28-29N-108W NESE
200036	STD HRS BT 9-30	Producing	30-29N-108W NESE
200061	STD HRS BT 9-34	Producing	34-29N-108W NESE
200062	STD HRS BT 9-35	Producing	35-29N-108W NESE
125016	STD HRS BT 11-26	Producing	26-29N-108W NESW
120019	STD HRS BT 11-27	Producing	27-29N-108W NESW
125009	STD HRS BT 11-28	Producing	28-29N-108W NESW
125005	STD HRS BT 11-29	Producing	29-29N-108W NESW
200064	STD HRS BT 11-32	Producing	32-29N-108W NESW
200021	STD HRS BT 11-33	Producing	33-29N-108W NESW
200065	STD HRS BT 11-34	Producing	34-29N-108W NESW
200022	STD HRS BT 11-35	Producing	35-29N-108W NESW
200113	STD HRS BT 13-16	Producing	16-29N-108W SWSW
200114	STD HRS BT 13-17	Producing	17-29N-108W SWSW

WELLS
Sublette County, Wyoming

NSAI #	LEASE NAME	STATUS	LOCATION
125113	STD HRS BT 13-26	Producing	26- 29N-108W SWSW
120011	STD HRS BT 13-27	Producing	27- 29N-108W SWSW
125163	STD HRS BT 13-28	Producing	28- 29N-108W SWSW
200069	STD HRS BT 13-32	Producing	32- 29N-108W SWSW
200023	STD HRS BT 13-34	Producing	34- 29N-108W SWSW
200024	STD HRS BT 13-35	Producing	35- 29N-108W SWSW
125015	STD HRS BT 15-26	Producing	26- 29N-108W SWSE
125166	STD HRS BT 15-27	Producing	27- 29N-108W SWSE
120010	STD HRS BT 15-28	Producing	28- 29N-108W SWSE
120015	STD HRS BT 15-29	Producing	29- 29N-108W SWSE
200038	STD HRS BT 15-30	Producing	30- 29N-108W SWSE
200025	STD HRS BT 15-33	Producing	33- 29N-108W SWSE
200026	STD HRS BT 15-34	Producing	34- 29N-108W SWSE
200117	STD HRS BT 15-35	Producing	35- 29N-108W SWSE
200027	WARDELL FEDERAL 1	Producing	9- 28N-108W SESE
200074	YELLOW POINT 1- 1	Producing	1- 28N-109W NESE
200121	YELLOW POINT 1- 2	Producing	2- 28N-109W NESE
200118	YELLOW POINT 1-12	Producing	12- 28N-109W NENE
125122	YELLOW POINT 1-13	Producing	13- 28N-109W NENE
200138	YELLOW POINT 3-12	Producing	12- 28N-109W NENW
200119	YELLOW POINT 3-13	Producing	13- 28N-109W NENW
200144	YELLOW POINT 5-12	Producing	12- 28N-109W SWNW
200140	YELLOW POINT 5-13	Producing	13- 28N-109W SWNW
200126	YELLOW POINT 7- 1	Producing	1- 28N-109W SWSE
200120	YELLOW POINT 7-12	Producing	12- 28N-109W SWNE
125258	YELLOW POINT 7-13	Producing	13- 28N-109W SWNE
200147	YELLOW POINT 9-11	Producing	11- 28N-109W NESE
200075	YELLOW POINT 9-12	Producing	12- 28N-109W NESE
200150	YELLOW POINT 9-14	Producing	14- 28N-109W NESE
200123	YELLOW POINT 11-12	Producing	12- 28N-109W NESW
200141	YELLOW POINT 11-13	Producing	13- 28N-109W NESW
200125	YELLOW POINT 13-12	Producing	12- 28N-109W SWSW
200143	YELLOW POINT 13-13	Producing	13- 28N-109W SWSW
200148	YELLOW POINT 15-11	Producing	11- 28N-109W SWSE
200076	YELLOW POINT 15-12	Producing	12- 28N-109W SWSE
200149	YELLOW POINT 15-13	Producing	13- 28N-109W SWSE
200151	YELLOW POINT 15-14	Producing	14- 28N-109W SWSE
200047	JONAH FDRL 7- 5	*	5- 28N-108W SWSE
200048	JONAH FDRL 8- 6	*	6- 28N-108W SESE
200049	STD HRS BT 1-32	*	32- 29N-108W NENE
200051	STD HRS BT 3-32	*	32- 29N-108W NENW
200053	STD HRS BT 5-33	*	33- 29N-108W SWNW
125014	STD HRS BT 7-26	*	26- 29N-108W SWNE
125011	STD HRS BT 7-27	*	27- 29N-108W SWNE
200056	STD HRS BT 7-32	*	32- 29N-108W SWNE
125169	STD HRS BT 9-26	*	26- 29N-108W NESE
200059	STD HRS BT 9-32	*	32- 29N-108W NESE
200110	STD HRS BT 12-36	*	36- 29N-108W NWSW
200070	STD HRS BT 13-33	*	33- 29N-108W SWSW
200072	STD HRS BT 15-32	*	32- 29N-108W SWSE

* Single asterisk indicates the well is projected to be drilling, completing or producing on or before 6/01/00

Assignor specifically excludes any and all acreage that may or may not be described in this Exhibit that is within the New Fork Unit, Sublette County, Wyoming dated 3/30/81, Serial No. WYW-109608X , which Unit contracted on July 10, 1986, being more specifically described as: T30N-R107W-Lots 2&3 of Section 30; T30N-R108W - Ptns of Secs 4, 6, 8, 10, 11, 14, 16, 25; All of Secs. 5, 9, 15; T31N-R108W - Ptns of Secs. 19, 29, 23; All of Secs 30-32; T31N-R109W, Ptns of Sec 2, 10, 11, 12, 23; All of Secs 3, 13, 14, 24, 25; T32N-R109W, Ptns of Secs. 27, 28, 33, 35; All of Sec 34. Said lands comprise the Ft. Union Participating "A" and "B" Areas to which the unit has contracted.

Leases and Units

Jonah - Sublette County, Wyoming

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00010-00	WYW-125943	111	114	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 5: LOTS 1-4, S/2S/2	All Depths
						SECTION 6: LOTS 1-5, SE/4SW/4, S/2SE/4	
						SECTION 7: LOTS 1-4, E/2, E/2W/2	
						SECTION 18: LOTS 1-4, E/2, E/2W/2	All Depths
WY-010-00011-00	WYW-125944	115	36	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths
						SECTION 8: ALL	
						TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 32: ALL	
						SECTION 33: ALL	

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00012-00	WYW-125945	115	42	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 20: ALL	All Depths
						SECTION 21: ALL	
						SECTION 22: S/2	
						SECTION 15: NW	To base of MV*
						SECTION 15: NE, S/2	To base of MV*
						SECTION 15: ALL	Below base of MV*
WY-010-00013-00	WYW-125946	115	47	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 23: SW/4, NE/4	
WY-010-00014-00	WYW-125947	115	57	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 26: SW/4, NE/4	
						SECTION 27: SW/4, NE/4	
						SECTION 28: SW/4, NE/4	
WY-010-00015-00	WYW-125948	115	52	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 20: NE/4, SW/4	
WY-010-00016-00	WYW-125949	115	62	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 19: LOTS 1, 2, E/2NW/4, SE/4	
						SECTION 30: LOTS 1, 2, E/2NW/4, SE/4	
						SECTION 31: LOTS 1, 2, E/2NW/4, SE/4	
WY-010-00017-00	WYW-125950	103	185	1/1/92		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 28: ALL	To base of MV*
							Below base of MV*

384

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00019-00	WYW-125952	115	30	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	
						SECTION 13: NW/4, SE/4	All Depths **
						SECTION 14: NW/4, SE/4	
						SECTION 23: NW/4, SE/4	
						SECTION 24: NW/4, SE/4, SW/4NE/4	
						SECTION 24: SW/4NE/4	To base of MV*
						SECTION 24: N/2NE/4, SE/4NE/4	
WY-010-00020-00	WYW-125953	115	74	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	
						SECTION 15: NW/4	All Depths **
						SECTION 22: NW/4, SE/4	
WY-010-00021-00	WYW-125954	115	69	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths **
						SECTION 25: NW/4, SE/4	
WY-010-00022-00	WYW-126100	88	452	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths
						SECTION 7: ALL	
						TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 1: ALL	
						SECTION 9: ALL	
						SECTION 10: ALL	
						SECTION 12: W2	

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00023-00	WYW-126474	88	456	3/1/92	SCARLET	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths**
						SECTION 18: LOTS 3, 4, E/2SW/4	
						SECTION 19: LOTS 3, 4, E/SW/4, NE/4	
						SECTION 20: NE/4, SW/4	
WY-010-00025-00	WYW-126101	88	453	1/1/92		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 10: S2	
						SECTION 18: E2	
						SECTION 19: ALL	
						SECTION 30: ALL	
						SECTION 32: ALL	
						SECTION 33: N/2, N/2S/2	
WY-010-00026-00	WYW-126473	88	455	3/1/92	SCARLET	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 4: LOTS 1, 2, S/2NE/4, SW/4	
WY-010-00027-00	W-5627-B	111	71	5/1/67		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths
						SECTION 9: ALL	
WY-010-00028-00	W-57521	81	86	2/1/77		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths
						SECTION 3: LOTS 1-4, S/2S/2	
						SECTION 4: LOTS 1-4, S/2S/2	
						SECTION 10: ALL	
WY-010-00029-00	WYW-100902	79	337	8/1/86		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths
						SECTION 34: ALL	
						SECTION 35: ALL	

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00030-00	WYW-102899	79	337	8/1/86		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 27: SW/4SW/4	To base of MV*
						SECTION 27: N/2SW/4, SE/4SW/4, NW/4, E/2	To base of MV*
						SECTION 27: ALL	Below base of MV*
WY-010-00032-00	WYW-138524****	115	140	3/4/96	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 6: ALL	
						SECTION 8: ALL	
WY-010-00034-00	WYW-106728	115	146	7/1/85		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 29: ALL	
						SECTION 31: ALL	
WY-010-00036-00	WYW-107206	115	149	10/1/87		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 13: SW/4, NE/4	
						SECTION 24: SW/4, NE/4	
WY-010-00038-00	WYW-100901	115	88	10/1/87		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 14: NE/4, N/2SW/4, SE/4SW/4	
WY-010-00039-00	WYW-118151	84	590	12/1/89		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 1: LOTS 3, 4, S/2SW/4	
WY-010-00040-00	WYW-118152	84	585	12/1/89	SCARLET	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 31: LOTS 3, 4, NE/4, E/2SW/4	

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00041-00	WYW-118153	84	580	12/1/89		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 25: NE/4, SW/4	
						SECTION 34: NE/4, SW/4	
						SECTION 35: NE/4, SW/4	
WY-010-00042-00	WYW-118154	84	574	12/1/89		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 9: NE/4, SW/4	
						SECTION 17: NE/4, SW/4	
WY-010-00043-00	WYW-118163	84	568	12/1/89	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths **
						SECTION 20: NW/4, SE/4	
						SECTION 21: NW/4, SE/4	
						SECTION 28: NW/4, SE/4	
WY-010-00044-00	WYW-118164	84	562	12/1/89	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths **
						SECTION 26: NW/4, SE/4	
						SECTION 27: NW/4, SE/4	
WY-010-00053-00	ST WY 92-00196	88	445	4/2/92		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 16: NE/4, SW/4	
WY-010-00056-00	ST WY 92-00199	88	448	4/2/92	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH PM.	All Depths **
						SECTION 36: NW/4, SE/4	
WY-010-00060-00	WYW-126676	88	471	5/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 33: N/2NE/4, SW/4	
WY-010-00061-00	WYW-126677	88	470	5/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 13: SE/4NW/4, NW/4SE/4	

398

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00063-00	WYW-127189	88	732	7/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 5: LOTS 1, 2, S/2NE/4, SW/4	
WY-010-00064-00	WYW-127190	88	735	7/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 14: NE/4, SW/4	
WY-010-00065-00	WYW-127191	88	738	7/1/92		TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 18: LOTS 3, 4, NE/4, E/2SW/4	
WY-010-00066-00	WYW-127192	88	741	7/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 19: LOTS 3, 4, NE/4, E/2SW/4	
						SECTION 20: N/2SW/4, SE/4SW/4	
						SECTION 28: SW/4	
						SECTION 29: NE/4, SW/4	
WY-010-00067-00	WYW-127193****	88	744	7/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths
						SECTION 33: S/2NE/4	
WY-010-00068-00	WYW-120908	115	154	8/1/90	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 17: NE/4, SW/4	
						SECTION 20: NE/4, SW/4	
						SECTION 28: NE/4	
WY-010-00069-00	WYW-127749	92	198	11/1/92		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 15: NE/4, SW/4	All Depths **
						SECTION 22: NE/4, SW/4	
						SECTION 26: ALL	To base of MV*
							Below base of MV*

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00070-00	WYW-127853	92	200	12/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 6: LOTS 1, 2, 6, 7, S/2NE/4, E/2SW/4	
						TOWNSHIP 27 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 1: LOTS 1, 2, S/2NE/4, SW/4	
						SECTION 12: NE/4, SW/4	
WY-010-00071-00	WYW-127854	92	202	12/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 19: LOTS 3, 4, NE/4, E/2 SW/4	
						SECTION 20: NE/4, SW/4	
						SECTION 21: NE/4, SW/4	
WY-010-00073-00	ST WY 92-00412	91	363	12/2/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 36: NE/4, SW/4	All Depths **
						SECTION 36: NE/4NW/4	To base of MV*
						SECTION 36: W/2NW/4, SE/4NW/4	To base of MV*
WY-010-00075-00	ST WY 90-00365	115	78	6/2/90		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 36: ALL	To base of MV*
							Below base of MV*
WY-010-00076-00	WYW-128703	92	12	3/1/93		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 10: NE/4, SW/4	
						SECTION 14: NE/4, N/2SW/4	
WY-010-00077-00	ST WY 93-00109	92	273	4/2/93	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths **
						SECTION 16: NW/4, SE/4	

330

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00078-00	ST WY 90-00114	92	275	4/2/93		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 36: ALL	All Depths **
WY-010-00079-00	WYW-130232	93	321	9/1/93	CORONA	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 11: NW/4, SE/4	All Depths **
WY-010-00080-00	WYW-122309	111	73	11/1/90		TOWNSHIP 28 NORTH, RANGE 108 WEST 6TH P.M. SECTION 32: NE/4, SW/4	All Depths **
WY-010-00082-00	WYW-128039	92	407	1/1/93	CORONA	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 10: NW/4, SE/4 SECTION 14: NW/4, SE/4	All Depths **
WY-010-00083-00	WYW-130730	94	461	12/1/93	CORONA	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 2: LOTS 1, 2, S/2SE/4 SECTION 3: LOTS 1, 2, S/2SE/4 TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 34: N/2NW/4, SE/4	All Depths **
WY-010-00084-00	ST WY 93-00553	96	3	12/2/93		TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 16: NW/4, SE/4	All Depths **
WY-010-00085-00	ST WY 93-00554	96	5	12/2/93	SCARLET	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 36: NE/4, SW/4	All Depths **
WY-010-00091-00	WYW-127856	115	109	12/1/92		TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 23: E/2SE/4 SECTION 26: E/2NE/4	All Depths **

331

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00092-00	WYW-114848	115	80	2/1/89	SCARLET	TOWNSHIP 27 NORTH, RANGE 109 WEST 6TH P.M. SECTION 11: NW/4NE/4, SW/4	All Depths **
WY-010-00093-00	WYW-115608	115	84	4/1/89	SCARLET	TOWNSHIP 27 NORTH, RANGE 108 WEST 6TH P.M. SECTION 6: LOTS 1, 2, 6, 7, S/2NE/4, E/2SW/4	All Depths **
WY-010-00098-00	WYW-133071****	97	459	8/1/94	CORONA	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 4: LOT 1, SW/4SE/4 SECTION 9: NW/4, SE/4	All Depths
WY-010-00099-00	WYW-133072****	97	460	8/1/94	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 2: S/2	All Depths
WY-010-00100-00	WYW-133073****	97	461	8/1/94	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 34: S/2NW/4	All Depths
WY-010-00113-00	WYW-134684	88	471	5/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 32: NE/4, SW/4	All Depths **
WY-010-00203-00	WYW-102717****	105	549	12/1/86	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 30: LOTS 3, 4, E/2SW/4, NE/4 SECTION 31: LOTS 3, 4, E/2SW/4, NE/4	All Depths
WY-010-00206-00	WYW-118162****	115	161	12/1/89	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST 6TH P.M. SECTION 3: SE/4 SECTION 7: LOTS 1, 2, SE/4, E/2NW/4 SECTION 11: NW/4, SE/4 SECTION 17: NW/4, SE/4	All Depths

332

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00207-00	WYW-124622****	111	78	7/1/91	CORONA	TOWNSHIP 29 NORTH, RANGE 109 WEST 6TH P.M.	All Depths
						SECTION 3: LOTS 3, 4, S/2NW/4	
						SECTION 4: LOTS 3, 4, S/2NW/4, SE/4	
						SECTION 5: LOTS 3, 4, S/2NW/4, SE/4	
						TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M.	
						SECTION 33: S/2SE/4	
WY-010-00208-00	WYW-127204	111	83	8/1/92	CORONA	TOWNSHIP 28 NORTH, RANGE 109 WEST 6TH P.M.	All Depths
						SECTION 4: LOTS 2, SE/4SE/4	
WY-010-00209-00	WYW-111556****	81	454	6/1/88	CABRITO	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths
						SECTION 20: SW/4SW/4	
WY-010-00211-00	WYW-141883	94	461	12/1/93		TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M.	
						SECTION 12: ALL	All Depths
						SECTION 13: ALL , EXCEPT SW/4SE/4	To base of MV*
							Below base of MV*
						SECTION 13: SW/4SE/4 ***	To TD Drilled
WY-010-00212-00	WYW-141878	105	560	1/1/92	CORONA	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 18: LOTS 1, 2, E/2NW/4, SE/4	
WY-010-00213-00	WYW-141879	105	566	1/1/92		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	
						SECTION 29: SW/4SE/4	To base of MV*
						SECTION 29: N/2, SW/4, N/2SE/4, SE/4SE/4	To base of MV*
						SECTION 29: ALL	Below base of MV*

333

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00214-00	WYW-141880	88	452	1/1/92		TOWNSHIP 29 NORTH, RANGE 108 WEST 6TH P.M.	All Depths
						SECTION 6: ALL	
WY-010-00215-00	WYW-141881	92	407	1/1/93		TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M.	
						SECTION 24: ALL	All Depths
						SECTION 25: NE/4, SW/4	All Depths **
WY-010-00216-00	WYW-141884****	97	461	8/1/94		TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 19: LOT 2, NE/4NW/4, NE/4SE/4	
WY-010-00217-00	WYW-141885****	115	140	4/1/96		TOWNSHIP 29 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 18: LOTS 1, 2, SE/4, E/2NW/4	
WY-010-00218-00	WYW-141882	93	321	9/1/93		TOWNSHIP 28 NORTH, RANGE 109 WEST, 6TH P.M.	All Depths
						SECTION 1: LOTS 1, 2, S/2SE/4	
WY-010-00219-00	WYW-141998	115	88	10/1/87		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 12: NE/4, SW/4	
WY-010-00220-00	WYW-142001	88	735	7/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 23: NE/4, SW/4	
WY-010-00221-00	WYW-142000	115	166	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 29: NE/4, SW/4	
WY-010-00222-00	WYW-141999	84	580	12/1/89		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 33: NE/4, SW/4	
WY-010-00223-00	WYW-141756	92	198	11/1/92	CABRITO	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M.	All Depths **
						SECTION 25: NE/4, SW/4	

334

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00227-00	WYW-144998	88	470	5/1/92		TOWNSHIP 29 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 3: SECTION 11: SW/4NW/4, SW/4, SW/4SE/4	All Depths **
WY-010-00228-00	WYW-147792	81	86	2/1/77		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 2: LOTS 1, 2, 3, 4, S/2S/2 SECTION 11: ALL	All Depths **
WY-010-00229-00	WYW-147795	88	455	3/1/92	SCARLET	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 5: LOTS 1, 2, S/2NE/4, SW/4 SECTION 8: NE/4, SW/4	All Depths **
WY-010-00230-00	WYW-147794	115	173	1/1/92		TOWNSHIP 28 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 17: ALL SECTION 22: N/2	All Depths
WY-010-00231-00	WYW-147797	88	738	7/1/92		TOWNSHIP 28 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 5: SW/4 SECTION 17: NE/4, SW/4 SECTION 33: SW/4	All Depths **
WY-010-00232-00	WYW-147798	92	200	12/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 7: LOTS 3, 4, E/2SW/4	All Depths **

335

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00233-00	WYW-147796	88	732	7/1/92		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths **
						SECTION 4: LOTS 1, 2, S/2NE/4, SW/4	
						SECTION 7: NE/4	
						SECTION 8: NE/4	
						SECTION 17: SW/4, SW/4NE/4	
WY-010-00234-00	WYW-148026	84	585	12/1/89		TOWNSHIP 28 NORTH, RANGE 108 WEST 6TH P.M.	
						SECTION 19: LOTS 1, 2, 3, 4, E/2, E/2W/2	All Depths
						SECTION 30: LOTS 3, 4, E/2SW/4, NE/4	All Depths **
WY-010-00250-00	ARAMBEL, MARY L. TRUSTEE	108	674	8/20/98		TOWNSHIP 27 NORTH, RANGE 107 WEST, 6TH P.M.	All Depths
						SECTION 8: NW/4SW/4	
WY-010-00251-01	ARAMBEL, MARY ANN & ARAMBEL, JOSEPH J. & ARAMBEL, ROBERT P. AS TRUSTEES	108	665	8/21/98		TOWNSHIP 27 NORTH, RANGE 106 WEST, 6TH P.M.	All Depths
						SECTION 27: SW/4SW/4	
						SECTION 28: NW/4SE/4	
						SECTION 34: NW/4NW/4, S/2NW/4, NW/SE/4	
WY-010-00251-02	ARAMBEL, MARY L. TRUSTEE	108	676	8/20/98		TOWNSHIP 27 NORTH, RANGE 106 WEST, 6TH P.M.	All Depths
						SECTION 27: SW/4SW/4	
						SECTION 28: NW/4SE/4	
						SECTION 34: NW/4NW/4, S/2NW/4, NW/4SE/4	
WY-010-00251-03	ZEBRE, LOIS T. ET VIR	108	661	8/20/98		TOWNSHIP 27 NORTH, RANGE 106 WEST, 6TH P.M.	All Depths
						SECTION 27: SW/4SW/4	
						SECTION 28: NW/4SE/4	
						SECTION 34: NW/4NW/4, S/2NW/4, NW/4SE/4	

336

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00251-04	ZEBRE, LOIS T. CO-TRUSTEE	108	659	8/21/98		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	All Depths
WY-010-00251-05	KURTZ, KARL B. AS TRUSTEE	108	663	8/26/98		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	All Depths
WY-010-00251-06	BUNNING, CHRISTIAN ET UX	108	669	8/19/98		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	All Depths
WY-010-00251-07	BUNNING, ROBERT ET UX	108	667	8/26/98		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	All Depths
WY-010-00251-08	CHESSMAN, ESTHER G	108	671	8/18/98		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	All Depths

337

Lease No.	Name/Serial No.	Recording Bk	Recording Pg	Lease Date	Federal Unit ****	Description	Depth
WY-010-00251-09	ARAMBEL, KAREN G TRUST	109	560	10/15/98		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	All Depths
WY-010-00251-10	GAVIOTIS, ANN MARIE	109	562	10/27/98		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	All Depths
WY-010-00251-11	ABNANI, FELIX G. AND ROSEMARY AS TRUSTEES	109	564	10/27/98		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	All Depths
WY-010-00302-00	WYW-133762	111	108	10/1/94	SCARLET	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 1: Lots 1-4, S/2N/2, S/2	All Depths

*The base of the Mesaverde Formation shall be defined as the stratigraphic equivalent of 12,250 feet as found in the Woods Cutlass Unit #2 well located in the SW/4 Section 18, Township 28 North, Range 109 West.

** A contractual right to earn an undivded interest in "deep rights" in the offsetting checkerboard was created under the terms of the Deep Rights JOA attached to the Snyder Purchase & Sale Agreement date 6/1/94 Pursuant to Article XV.9, in the event a well is proposed and subsequently drilled to a depth greater than the base of the Mesa Verde formation, the WI owners shall cross-assign all their interests below the base of the Mesa Verde in the section in which the well is located.

***Due to non-consents in "deepening" and completion of the Yellow Point 15-13, these interests in effect until payout of completion costs.

****Lease acquired under terms of Area of Mutual Interest Agreement dated 6/1/94.

***** Federal Units: Corona Unit dated October 12, 1996, Serial No. WYW138876X, 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, 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: T27N-R109W - All of Sections 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.

339

340

Leases and Units

Pinedale Anticline - Sublette County, Wyoming

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00021-00	ST WY 92-00198	MCMURRY OIL CO.	88	447	4/2/92		TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 36: ALL	ALL DEPTHS **
WY-051-00022-00	WYW-131987***	HOWELL SPEAR	114	710	4/1/94		TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 15: NE/4, SW/4 SECTION 22: NE/4, SW/4 SECTION 27: NE/4, SW/4	ALL DEPTHS
WY-051-00023-00	WYW-133052***	MCMURRY OIL CO.	97	458	8/1/94		TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 17: SW/4 SECTION 28: NE/4, SW/4 SECTION 34: NW/4	ALL DEPTHS
WY-051-00024-00	WYW-141753	L.M. GRACE, JR.	115	102	8/1/90		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 10: SW/4 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	ALL DEPTHS **

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00027-00	WYW-133051***	MCMURRY OIL CO.	97	457	8/1/94		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 4: LOTS 1, 2, S/2NE/4, SW/4 SECTION 5: LOTS 1, 2, S/2NE/4, SW/4 SECTION 6: LOTS 1, 2, 6, S/2NE/4, SW/4 SECTION 10: SW/4NW/4 TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 33: NE/4, SW/4	ALL DEPTHS
WY-051-00030-00	WYW-141755	MCMURRY OIL CO.	88	744	7/1/92		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 34: W/2SW/4	ALL DEPTHS
WY-051-00031-00	ST WY 94-00148	MCMURRY OIL CO.	96	426	4/2/94		TOWNSHIP 29 NORTH, RANGE 107 WEST SECTION 16: NE/4, SW/4	ALL DEPTHS **
WY-051-00032-00	ST WY 94-00149	MCMURRY OIL CO.	96	428	4/2/94		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 36: ALL	ALL DEPTHS
WY-051-00033-00	ST WY 94-00147	MCMURRY OIL CO.	96	424	4/2/94		TOWNSHIP 29 NORTH, RANGE 107 WEST 6TH P.M. SECTION 13: SW/4SW/4 SECTION 14: NE/4SE/4	ALL DEPTHS **
WY-051-00034-00	WYW-118148***	R.K. O'CONNELL	115	23	12/1/89		TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 20: E2NE/4 SECTION 29: NE/4, SW/4 SECTION 30: E2NE/4 SECTION 31: LOTS 3, 4, E2SW/4, NE/4 SECTION 32: NE/4, SW/4	ALL DEPTHS

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00035-00	WYW-124073	C.S. O'CONNELL	115	15	5/1/91		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 1: LOTS 1, 2, 3, 4, S2N2, S2 SECTION 2: LOTS 1, 2, 3, 4, S2N2, S2 TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 28: NE/4, N2SE/4, SE/4SE/4 SECTION 35: SE/4	ALL DEPTHS
WY-051-00036-00	WYW-128704	R.K. O'CONNELL	114	724	3/1/93		TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 28: LOTS 1, 2, 3, M&B BED OF NEW FORK RIVER RIPAR, M&B TO LOTS 1, 2, 3 SECTION 29: M&B BED OF NEW FORK RIVER RIPAR M&B TO LOTS 3, 4, 7	ALL DEPTHS
WY-051-00037-00	WYW-116264	R.K. O'CONNELL	114	717	6/1/89		TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 7: LOTS 3, 4, 9, 10 TOWNSHIP 32 NORTH RANGE 110 WEST, 6TH P.M. SECTION 1: LOTS 1, 2, 3, 4, S2 SECTION 12: ALL SECTION 13: ALL SECTION 24: E/2, E/2W/2	ALL DEPTHS

342

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00038-00	WYW-116265****	C.S. O'CONNELL	115	9	6/1/89		TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH P.M.	ALL DEPTHS
							SECTION 25: ALL	
							SECTION 26: ALL	
							SECTION 27: NE/4	
							SECTION 29: W/2	
WY-051-00039-00	WYW-118165	R.K. O'CONNELL	115	1	12/1/89		TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M.	ALL DEPTHS
							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	
WY-051-00040-00	WYW-137342***	JOHN LOCKRIDGE	115	115	9/1/95		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M.	ALL DEPTHS
							SECTION 1: LOTS 1, 2, 3, 4, S/2N/2, S/2	
							SECTION 2: LOTS 1, 2, 3, 4, S/2N/2, S/2	
							SECTION 3: LOTS 1, 2, S/2NE/4, SE/4	
							SECTION 10: NE/4, SE/4NW/4	
WY-051-00041-00	WYW-141754	R.K. O'CONNELL	115	124	12/1/89	WARBONNET	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M.	ALL DEPTHS
							SECTION 33: SW/4NW/4, SW/4, SW/4SE/4	

343

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00042-00	WYW-06934	R.A. TROMBLEY	12	200	7/1/51		TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 6: SE/4 + SECTION 7: S/2 + TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 19: E/2 + TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M. SECTION 11: SE/4 + SECTION 12: S/2 +	
WY-051-00044-00	WYW-06933	S.J. JELSO	12	231	7/1/51		TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 17: SW/4 + SECTION 18: E/2 + SECTION 20: W/2 + TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M. SECTION 7: NE/4 +	
WY-051-00045-00	WYW-142261***	SNYDER OIL CORP.	115	131	8/1/95		TOWNSHIP 29 NORTH, RANGE 107 WEST, 6TH P.M. SECTION 7: N/2NE/4 SECTION 8: NW/4 SECTION 9: N/2N/2 SECTION 10: N/2NW/4	ALL DEPTHS
WY-051-00046-00	WYW-135470	MCMURRY OIL CO.	88	470	5/1/92		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M SECTION 13: NE/4NW/4	ALL DEPTHS

Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Federal Unit *	Description	Depth
WY-051-00047-00	WYW-126772	MCMURRY OIL CO.	88	470	5/1/92		TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH P.M SECTION 3: LOTS 2, 3, N/2SE/4, SW/4NE/4	ALL DEPTHS
	WYW-016158	PHIL D. HELMIG	12	29	7/1/52		TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH P.M SECTION 7: LOTS 1, 2, 3, 4, E/2W/2 + TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH P.M 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 +	

* Federal Units : Warbonnet Unit dated 10/6/97, Serial No. WYW-142501X, covers: T30N-R108W - S/2 & NW Section 6, S/2 Section 8, S/2 Section 16, All of Sections 7, 17-23, 26-36, W/2NWNW & S/2SW Section 25; and T30N-R109W - All of Sections 11-14, 23-26, 35-36.

** A contractual right to earn an undivided interest in "deep rights" in the offsetting checkerboard was created under the terms of the Deep Rights JOA attached to the Snyder Purchase & Sale Agreement dated 6/1/94. Pursuant to Article XV.9, in the event a well is proposed and subsequently drilled to a depth greater than the base of the Mesa Verde formation, the WI owners shall cross-assign all their interest below the base of the Mesa Verde in the section in which the well is located.

**** Subject to that certain Leasehold Exchange Agreement dated 1/26/99 by and between ST Oil Company, III Exploration and McMurry Oil Company

345

346

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
01 APR 27 AM 9:08
WY-[illegible]
RECEIVED
[illegible]

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-135470

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 - 33.00%
   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 30 North, Range 109 West, 6th P.M. Section 13: NE/4NW/4 Containing 40.00 acres more or less Sublette County, Wyoming 286542	100.0000%	100.0000%	0.0000%	None	7.5%*

RECORDED Oct. 2 2001 10:10 A.M.
IN BOOK 119 OTG PAGE 3440
FEES $ 14.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

*Assignment effective April 1, 1996

*Inclusive of all pre-existing lease burdens

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 MAY 01 2001

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

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

LAND LAW EXAMINER (Title)

JUL 06 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.

Nerd Energy Inc. P.O. Box 3003 Casper, Wyoming 82602	8.250%
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, Oklahoma 74101	33.333%
Fort Collins Consolidated Royalties Inc. c/o AEC Oil & Gas (USA) Inc. 370 17th Street Suite 3050 Denver, Colorado 80202	24.084%
Edward M. Warner P.O. Box 480046 Denver, Coloradoo 80248-0046	1.333%

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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 March, 20 01 Executed this _____ day of _____, 20____

Name of Assignor as shown on current leas **McMurry Oil Company**
Please type or print

Assignor _____ **Assignee** _____
or Roger J. Beimans, President or (Signature)

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

370 17th Street Suite 3050,
(Assignor's Address)

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

See Attached Signature Pages

***But effective April 1, 1996**

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 Transfer of Record Title Interest
from McMurry Oil Company to McMurry Energy Company., et al.
Dated March 1, 2001

Executed this 23rd day of March, 2001

ASSIGNEE: McMurry Energy Company

By: John W. Roberts

Title: Senior Vice President

Executed this 5th day of March, 2001

ASSIGNEE: Fort Collins Consolidated Royalties Inc.

By: R. R. [illegible]

Title: President

Executed this 29th day of March, 2001

ASSIGNEE: Nerd Energy, Inc.

By: Mick McMurry

Title: President

Executed this 23rd day of April, 2001

ASSIGNEE: Edward M. Warner

By: Edward M. Warner

Title: WI Owner

Executed this 15 day of March, 2001

ASSIGNEE: Williams Production Rocky Mountain Company

By: J. D. Barnes

Title: Attorney-in-Fact

Legal

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

The foregoing instrument was acknowledged before me this 5th day of March, 2001 By Roger J. Biemans, **President of McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Cai Ann Vachi
Notary Public

SEAL

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.

Lynette J. 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 5th day of March 2001, by Roger J. Biemans, President for **Fort Collins Consolidated Royalties Inc.** a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Cai Ann Vachi
Notary Public

SEAL

My commission expires: 5-16-01

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 29 day of March, 20 01,
by **Mick McMurry, President of Nerd Energy, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

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

Thomas R. Blevins
Notary Public

My commission expires: 6 April 2003

****

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15 day of March, 20 01,
by J. D. Barnes Attorney-in-Fact for **Williams Production Rocky Mountain Company** a Delaware corporation

Witness my hand and official seal.

SHIRLEY A. DAVIS NOTARY PUBLIC TULSA COUNTY STATE OF OKLAHOMA
SEAL

Shirley A. Davis
Notary Public

My commission expires: 10/10/2001

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23rd day of April, 2001,
by **Edward M. Warner.**

Witness my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Lynette J. Johnson
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

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-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 ENERGY, INC.**
Street **P.O. Box 3003**
City, State, ZIP Code **Casper, Wyoming 82602**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 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	24.75%	24.75%	-0-	-0-	Of Record

286543

RECORDED Oct. 2 2001 10:00AM
IN BOOK 119 046 PAGE 351
FEES $10.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

10

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 4th * day of September 2001 Executed this 4th day of September ,2001

Name of Assignor as shown on current lease **NERD ENTERPRISES, INC.**
Please type or print

*But effective May 1, 2000

NERD ENERGY, INC.

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)

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

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of September, 2001 By **Mick McMurry as President of Nerd Enterprises, Inc.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas R Blevins

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

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of September, 2001 By **Mick McMurry as President of Nerd Energy, Inc.** a Wyoming corporation, on behalf of the corporation.

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

My commission expires: 6 April 2003

****

wy-051-00041-00.

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 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-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* **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 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	8.25%	8.25%	-0-	-0-	Of Record

286544
RECORDED Oct. 2 2001 10:10AM
IN BOOK 119 O+G PAGE 354
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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 d addresses of additional assignees in Item No. 1, if nee ir 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 or Attorney-in-fact Mick McMurry, President
(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 or Attorney-in-fact Mick McMurry, President
(Signature)

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

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as 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: November 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 Mick McMurry, as President of Nerd Energy, Inc., a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 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 22 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-142261

Lease Effective Date
(Anniversary Date)
August 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **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	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 7: N/2NE/4 Section 8: NW/4 Section 9: N/2N/2 Section 10: N/2NW/4 Containing 480.00 acres more or less Sublette County, Wyoming	4.1250%	4.1250%	0.0000%	0.0000%	of Record

286545

RECORDED Oct 2 2001 10:10 AM
IN BOOK 119 046 PAGE 357
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sloan

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
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 10 2001
(Date)

357

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** Executed this 1st day of May, **2000**

Name of Assignor as shown on current lease **Nerd Enterprises, Inc.** (Please type or print) **Nerd Energy, Inc.**

Assignor or Attorney-in-fact: Mick McMurry (Signature) John W. Martin, President Mick McMurry (Signature) Assignee or Attorney-in-fact: Mick McMurry (Signature)

P.O. Box 949
(Assignor's Address)

Casper, Wyoming 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 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 COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 31, 20002

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 **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 31, 20002

My Commission Expires 11/30/2002

360

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

RTMENT OF THE INTERIOR
AU OF LAND MANAGEMENT

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* **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.	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 29 North, Range 107 West, 6th P.M. Section 1: Lot 1(40.04), 2(40.14), 3(40.22), 4(40.32), S/2N/2, S/2 Section 2: Lot 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 Enterproses Inc., Fort Collins Consolidated Royalties Inc., and Edward M. Warner dated effective April 1, 2000	4.125%	4.125%	-0-	-0-	Of Record

RECORDED Oct. 2 2001 10:20 AM
286546
IN BOOK 119 OF B PAGE 360
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

FOR ASSIGNEE

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective 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)

8

[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.

SERIAL

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 or Attorney-in-fact: Mick McMurry, President
(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 or Attorney-in-fact: Mick McMurry, President
(Signature)

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

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of NERD ENTERPRISESES, INC., A Wyoming corporation, on behalf of the corporation.
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002
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 Mick McMurry, as President of NERD ENERGY, INC., A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002

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

01 MAR 26 AM 9:00

RECEIVED

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

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

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 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.	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 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	24.75%	24.75%	-0-	-0-	Of Record

286547

RECORDED Oct. 2 2001 10:10 AM
IN BOOK 119 O+G PAGE 363
FEES $ 10.00 Mary L. Lobb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweetser

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 APR 01 2001

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

LAND LAW EXAMINER (Title)

MAY 03 2001 (Date)

FOR ASSIGNEE

10

363

Part A (Continued): ADDITIONAL SPACE for Na id addresses of additional assignees in Item No. 1, if nec w 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 or Attorney-in-fact: Mick McMurry, President
(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 or Attorney-in-fact: Mick McMurry, President
(Signature)

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

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 31, 20002

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 **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002

My Commission Expires 11/30/2002

366

Form -3
(January 96)

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
01 MAR 26 AM 9:00
RECEIVED
CHEYENNE, WYO.

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 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	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	24.75%	24.75%	-0-	-0-	Of Record

286548

RECORDED Oct. 2 2001 10:20 AM
IN BOOK 119 of B PAGE 366
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucher

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 2001

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

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

LAND LAW EXAMINER (Title)

MAY 31 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 **NERD ENTERPRISES, INC.**

Please type or print

Assignor or Attorney-in-fact: Mick McMurry, President

(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 or Attorney-in-fact: Mick McMurry, President

(Signature)

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

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISESES, 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: November 31, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15 day of May, 2000 By **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002

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
00 NOV 22 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-128704
Lease Effective Date (Anniversary Date)	March 1, 1993
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	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 28: LOTS 1-3 Section 28: M&B BED OF NEW FORK RIV RIPAR Section 28: M&B TO LOTS 1-3 Section 29: M&B BED OF NEW FORK RIV RIPAR Section 29: M&B TO LOTS 3, 4, 7 Containing 93.37 acres, more or less Sublette County, Wyoming	24.75%	24.75%	-0-	-0-	Of Record

286549
RECORDED Oct. 2 2001 10:10 AM
IN BOOK 119 O&G PAGE 369
FEES $ 10.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

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 MAY 1 2001

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

LAND LAW EXAMINER
(Title)

MAY 31 2001
(Date)

FOR ASSIGNEE

/b

Part A (Continued): ADDITIONAL SPACE for Nam d addresses of additional assignees in Item No. 1, if nee 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 **NERD ENTERPRISES, INC.**

Please type or print

Assignor or Attorney-in-fact: Mick McMurry
Mick McMurry, President
(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 or Attorney-in-fact: Mick McMurry
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: 1998-774-004/41005

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 20 02
By **Mick McMurry**, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002

My Commission Expires 11/30/2002

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2002
By **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 31, 20002

My Commission Expires 11/30/2002

372

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-133052

Lease Effective Date (Anniversary Date) August 1, 1994

New Serial No.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 17 AM 9:09

RECEIVED
CHEYENNE, WYOMING

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **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 17: W/2 Section 28: ALL Section 34: W/2 Containing 1,280.00 acres, more or less Sublette County, Wyoming 286550	8.25%	8.25%	-0-	-0-	Of Record

RECORDED Oct. 2 2001 10:10AM
IN BOOK 119 O+G PAGE 372
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

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 Nam[illegible]d addresses of additional assignees in Item No. 1, if nee[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 **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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of NERD ENTERPRISESES, INC., A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 20002

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 Mick McMurry, as President of NERD ENERGY, INC., A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 20002

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 JUL 26 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-144994**
Lease Effective Date (Anniversary Date) **July 1, 1951**
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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 5: LOTS 1-4, 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 Sublette County, Wyoming **286551**	8.249%	8.249%	-0-	-0-	Of Record

RECORDED Oct. 2 2001 10:00AM
IN BOOK 119 O+G PAGE 375
FEES $10.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

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

☐ Assignment approved for attached land description

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

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

LAND LAW EXAMINER (Title)

AUG 25 2000 (Date)

FOR ASSIGNEE

375

Part A (Continued): ADDITIONAL SPACE for Nam l addresses of additional assignees in Item No. 1, if nee 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)

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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 fraudulent statements or representations as to any matter within its jurisdiction.

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 20 00 .
By **Mick McMurry**, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 20002

My Commission Expires 11/30/2002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 20 00
By **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 20002

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

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
00 NOV 17 AM 9:09
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* **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	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	8.25%	8.25%	-0-	-0-	Of Record

286552

RECORDED Oct. 2 2001 10:10AM
IN BOOK 119 O+G PAGE 378
FEES $10.00 M. Lee Clerk CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

14

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
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 10 2001
(Date)

[redacted] [redacted] [redacted]

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)

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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 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 Mick McMurry, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires 11/30/2002

My commission expires: November 30, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires 11/30/2002

My commission expires: November 30, 20002

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 INT
BUREAU OF LAND M

00 NOV 17 AM 9:09

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-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* **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	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 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	8.25%	8.25%	-0-	-0-	Of Record

286553
RECORDED Oct. 2 -01 10:00 AM
IN BOOK 119 O&G PAGE 381
FEES $10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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 1 2000

☐ Assignment approved for attached land description

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

By _____ (Authorized Officer)

LAND LAW EXAMINER (Title)

JAN 11 2001 (Date)

10

Part A (Continued): ADDITIONAL SPACE for Nam 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: 1998-774-004/41005

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My Commission Expires 11/30/2002 November 31, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of May, 2000 By **Mick McMurry**, as President of **NERD ENERGY, 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: November 31, 20002

384

Sweetwater

(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 26 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-141755
Lease Effective Date (Anniversary Date) July 1, 1992
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 29 North, Range 107 West, 6th P.M. Section 34: W/2SW/4 Containing 80.00 acres, more or less Sublette County, Wyoming	8.25%	8.25%	-0-	-0-	Of Record

286554

RECORDED Oct. 2 2000 10:10AM
IN BOOK 119 O+G PAGE 384
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swaton

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

/s/

[redacted] [redacted] [redacted]

Part ... Continued): ADDITIONAL SPACE for Na... and addresses of additional assignees in Item No. 1, if ne... , 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 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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISESES, 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: November 30, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENERGY, 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: November 30, 20002

[redacted] [redacted] [redacted]

3-3
(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 26 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-126772**
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* **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	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	8.25%	8.25%	-0-	-0-	Of Record

286555

RECORDED Oct. 2 2001 10:10AM
IN BOOK 1190+6 PAGE 387
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 effective AUG 01 2000

☐ Assignment approved for attached land description

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

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

LAND LAW EXAMINER
(Title)

AUG 25 2000
(Date)

FOR ASSIGNEE

lo

Ps ntinued): 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 **NERD ENTERPRISES, INC.**
Please type or print

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

Mick McMurry, President

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
Attorney-in-fact _____
(Signature)

Mick McMurry, President

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

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENTERPRISESES, 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: November 31, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the coiporation
Witness my hand and official seal

Notary Public

My Commission Expires 11/30/2002
SEAL

My commission expires: November 31, 20002

FORM 3000-3a
(August 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9: 09

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-015314

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **NERD ENERGY, INC.**
   Street **P. O. Box 949**
   City, State, ZIP Code **Casper, Wyoming 82602**

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. **Section 9: S/2** **Section 10: S/2** **Section 14: SW/4** **Section 15: ALL** **Containing 1440.00 acres, more or less** **Sublette County, Wyoming**	6.1875%	6.1875%	-0-	-0-	Of Record

286556

RECORDED Oct. 2 2001 10:20 AM
IN BOOK 119 Oto PAGE 390
FEES $ 10.00 [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 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 AUG 01 2000

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

LAND LAW EXAMINER (Title)

AUG 24 2000 (Date)

FOR ASSIGNEE

/a

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or Mick McMurry, President

Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By **Mick McMurry**, as President of **NERD ENTERPRISESES, 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: November 31, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By **Mick McMurry**, as President of **NERD ENERGY, 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: November 31, 20002

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 26 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-015314**
Lease Effective Date (Anniversary Date) **June 1, 1952**
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	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 9: S/2 Section 10: S/2 Section 14: SW/4 Section 15: ALL Containing 1440.00 acres, more or less Sublette County, Wyoming	8.249%	8.249%	-0-	-0-	Of Record

286557
RECORDED Oct. 2 01 10:10AM
IN BOOK 119 O&G PAGE 393
FEES $ 10.00 M L Robb 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 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 24 2000
(Date)

FOR ASSIGNEE

18

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 **NERD ENTERPRISES, INC.**
Please type or print

Assignor or Attorney-in-fact: Mick McMurry, President
(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 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: 1998-774-004/41005

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By **Mick McMurry**, as President of **NERD ENTERPRISESES, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

My Commission Expires 11/30/2002

Notary Public

SEAL

My commission expires: November 31, 20002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By **Mick McMurry**, as President of **NERD ENERGY, INC.**, A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

My Commission Expires 11/30/2002

Notary Public

SEAL

My commission expires: November 31, 20002

396

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That **PRIMA OIL & GAS COMPANY**, whose address is 1099 18th Street, Suite 400, Denver, CO 80202, hereinafter referred to as **"ASSIGNOR"**, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PLATTE VALLEY MANAGEMENT COMPANY**, whose address is PMB608, 303 16th Street, Suite 016, Denver, CO 80202-5657, hereinafter referred to as **"ASSIGNEE"**, an overriding royalty interest in the amount of 2.333333% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases (the "Subject Leases") covering the lands ("the Subject Lands") described on Exhibit "A" attached hereto and by this reference made a part hereof.

It is recognized that, in connection with the production of oil and gas, sometimes sulphur and other minerals are produced in connection and with and as a by-product thereof; and as such other minerals are produced as a by-product of the production of oil, gas and other liquids or gaseous hydrocarbons, then ASSIGNEE's overriding royalty interest should be paid on such minerals so produced.

Said overriding royalty interest herein assigned to ASSIGNEE shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom. ASSIGNEE shall not be required to pay and ASSIGNEE's overriding royalty interest shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market, including, operating, storing, treating or processing oil, gas or other gaseous or liquid hydrocarbons (except compression or transportation of gas from the wellhead to the point of sale when compressed or transported by a third party with which ASSIGNOR, its successors or assigns have no affiliation) nor shall ASSIGNEE's overriding royalty interest bear any costs of any structure or facility used to produce market, treat or transport any substance on which ASSIGNEE's overriding royalty interest is due.

If the Subject Leases cover less than the full and entire undivided mineral estate in the Subject Lands, or ASSIGNOR owns less than the entire leasehold estate, under the Subject Lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This overriding royalty interest and all other terms and conditions of this assignment shall apply to any and all extensions, renewals and substitute leases obtained by ASSIGNEE, its successors or assigns within a period of one (1) year following the expiration of the leases described on Exhibit "A".

This Assignment is expressly made subject to the terms and conditions of the Subject Leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under ASSIGNOR. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed this 18th day of September, 2001, to be effective August 1, 2001

286575

RECORDED Oct. 2 2001 3:30pM
IN BOOK 119046 PAGE 396
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baeta

PRIMA OIL & GAS COMPANY

G. Walter Lunsford, Attorney-in-Fact

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

On this the 18th day of September, 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 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

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC:

D. Cruickshank
1099 18th Street, Suite 400, Denver, CO 80202

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and Made a Part of that Certain Assignment of Overriding Royalty Interest dated September 18, 2000,
by and between Prima Oil & Gas Company as Assignor and Platte Valley Management Company as Assignee

Sublette County, Wyoming

246-00040-000	State of Wyoming 00-00389	Prima Oil & Gas Company	Township 35 North, Range 111 West, 6th P.M. Section 16: All	07-02-2000	116 / 312
246-00041-000	State of Wyoming 00-00390	Prima Oil & Gas Company	Township 35 North, Range 111 West, 6th P.M. Section 36: All	07-02-2000	116 / 315
246-00042-000	State of Wyoming 00-00391	Prima Oil & Gas Company	Township 36 North, Range 111 West, 6th P.M. Section 36: All	07-02-2000	116 / 318
246-00043-000	State of Wyoming 00-00392	Prima Oil & Gas Company	Township 37 North, Range 111 West, 6th P.M. Section 36: All	07-02-2000	116 / 321
246-00044-000	State of Wyoming 00-00393	Prima Oil & Gas Company	Township 35 North, Range 112 West, 6th P.M. Section 16: All	07-02-2000	116 / 324
246-00045-000	State of Wyoming 00-00394	Prima Oil & Gas Company	Township 35 North, Range 113 West, 6th P.M. Section 16: All	07-02-2000	116 / 327
246-00046-000	State of Wyoming 00-00395	Prima Oil & Gas Company	Township 36 North, Range 113 West, 6th P.M. Section 36: All	07-02-2000	116 / 330
246-00047-000	State of Wyoming 00-00846	Prima Oil & Gas Company	Township 35 North, Range 113 West, 6th P.M. Section 36: All	12-02-2000	117 / 268
246-00048-000	State of Wyoming 00-00619	Prima Oil & Gas Company	Township 36 North, Range 111 West, 6th P.M. Section 16: All	10-02-2000	116 / 544
246-00049-000	State of Wyoming 00-00622	Prima Oil & Gas Company	Township 35 North, Range 112 West, 6th P.M. Section 31: SE/4NE/4, E/2SW/4, SE/4, Lots 3, 4	10-02-2000	116 / 547

246-00050-000	State of Wyoming 00-00623	Prima Oil & Gas Company	Township 35 North, Range 112 West, 6th P.M. Section 32: SW/4NW/4, W/2SW/4	10-02-2000	116 / 550
246-00051-000	State of Wyoming 00-00624	Prima Oil & Gas Company	Township 35 North, Range 112 West, 6th P.M. Section 36: All	10-02-2000	116 / 553

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That **PRIMA OIL & GAS COMPANY**, whose address is 1099 18th Street, Suite 400, Denver, CO 80202, hereinafter referred to as **"ASSIGNOR"**, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PLATTE VALLEY MANAGEMENT COMPANY**, whose address is PMB608, 303 16th Street, Suite 016, Denver, CO 80202-5657, hereinafter referred to as **"ASSIGNEE"**, an overriding royalty interest in the amount of Five Percent (5%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases (the "Subject Leases") covering the lands ("the Subject Lands") described on Exhibit "A" attached hereto and by this reference made a part hereof.

It is recognized that, in connection with the production of oil and gas, sometimes sulphur and other minerals are produced in connection and with and as a by-product thereof; and as such other minerals are produced as a by-product of the production of oil, gas and other liquids or gaseous hydrocarbons, then ASSIGNEE's overriding royalty interest should be paid on such minerals so produced.

Said overriding royalty interest herein assigned to ASSIGNEE shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom. ASSIGNEE shall not be required to pay and ASSIGNEE's overriding royalty interest shall not be reduced on account of or charged with any costs of making the products produced hereunder ready and available for market, including, operating, storing, treating or processing oil, gas or other gaseous or liquid hydrocarbons (except compression or transportation of gas from the wellhead to the point of sale when compressed or transported by a third party with which ASSIGNOR, its successors or assigns have no affiliation) nor shall ASSIGNEE's overriding royalty interest bear any costs of any structure or facility used to produce market, treat or transport any substance on which ASSIGNEE's overriding royalty interest is due.

If the Subject Leases cover less than the full and entire undivided mineral estate in the Subject Lands, or ASSIGNOR owns less than the entire leasehold estate, under the Subject Lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This overriding royalty interest and all other terms and conditions of this assignment shall apply to any and all extensions, renewals and substitute leases obtained by ASSIGNEE, its successors or assigns within a period of one (1) year following the expiration of the leases described on Exhibit "A".

This Assignment is expressly made subject to the terms and conditions of the Subject Leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under ASSIGNOR. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed this 18th day of September, 2001, to be effective August 1, 2001.

RECORDED Oct. 2 2001 3:30PM
IN BOOK 119 O+G PAGE 399
FEES $ 8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easter

286576

PRIMA OIL & GAS COMPANY

G. Walter Lunsford, Attorney-in-Fact

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

On this the 18th day of September, 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 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

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC:

D. Cruickshank
1099 18th Street, Suite 400, Denver, CO 80202

EXHIBIT "A"

Attached to and Made a Part of that Certain Assignment of Overriding Royalty Interest dated September 18, 2001,
by and between Prima Oil & Gas Company as Assignor and Platte Valley Management Company as Assignee

Sublette County, Wyoming

246-00034-000	WYW-145805	Prima Oil & Gas Company	Township 37 North, Range 111 West, 6th P.M. Section 24: All Section 25: All Section 26: E/2, W/2NW/4, SE/4NW/4, SW/4 Section 27: All	08-01-1998	108	329
246-00035-000	WYW-145806	Prima Oil & Gas Company	Township 37 North, Range 111 West, 6th P.M. Section 32: E/2 Section 33: N/2, N/2S/2 Section 34: All Section 35: All	08-01-1998	108	322
246-00036-000	WYW-145808	Prima Oil & Gas Company	Township 35 North, Range 112 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4NW/4, NE/4SW/4 Section 29: NW/4	08-01-1998	108	317
246-00037-000	WYW-145809	Prima Oil & Gas Company	Township 36 North, Range 113 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2	08-01-1998	108	311
246-00038-000	WYW 147054	Prima Oil & Gas Company	Township 34 North, Range 113 West, 6th P.M. Section 15: E/2SE/4	12-01-1998	109	673
246-00039-000	WYW 148573	Prima Oil & Gas Company	Township 33 North, Range 112 West, 6th P.M. Section 10: SW/4SW/4 Section 15: All Section 21: NE/4, NE/4NW/4 Section 22: NE/4, N/2SE/4, SE/4SE/4 Section 27: SE/4NE/4	08-01-1999	111	696

[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 00-00846 Assignment Approval Date - SEP 13 2001

ASSIGNOR, with name and address at, Prima Oil & Gas Company
1099 - 18th Street, Suite 400
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 35 North, Range 113 West, 6th P.M.
Section 36: All
Sublette County, Wyoming

286577

RECORDED Oct. 2 2001 3:30PM
IN BOOK 119 O+G PAGE 401
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: John P. Lockridge
P. O. Box 1499
Pebble Beach, CA 93953-1499

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, 50% leasehold

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

ASSIGNOR certifies by signature on reverse,that ASSIGNOR is the owner of the interest above herein transferred,and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutesa binding acceptance ofall 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 # 00-00846 assignment dated April 17, 2001 but effective December 3, 2000
Prima Lease Number: 246-00047-000

SIGNED AS TO TRANSFER AND ACCEPTANCE, this 17th day of April 2001,
but effective December 3, 2000

ASSIGNOR - Prima Oil & Gas Company	Assignee (1) - John P. Lockridge
By - G. Walter Lunsford	By - John P. Lockridge
Title - Attorney-in-Fact	Title - John P. Lockridge an Individual
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 and 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.

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 17th day of April, 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
1099 - 18th Street, Suite 400
Denver, CO 80202

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

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN P. LOCKRIDGE** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2004

404

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 00-00619 Assignment Approval Date - SEP 1 5 2001

ASSIGNOR, with name and address at, Prima Oil & Gas Company
1099 - 18th Street, Suite 400
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 36 North, Range 111 West, 6th P.M.
Section 16: All
Sublette County, Wyoming

286578

RECORDED Oct. 2 2001 3:30pm
IN BOOK 119 O+G PAGE 404
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: John P. Lockridge
P. O. Box 1499
Pebble Beach, CA 93953-1499

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50% Leasehold

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

ASSIGNOR certifies by signature on reverse,that ASSIGNOR is the owner of the interest above herein transferred,and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutesa binding acceptance ofall 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 # 00-00619 assignment dated April 17, 2001 but effective October 3, 2000
Prima Lease Number: 246-00048-000

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 17th day of April 2001,
but effective October 3, 2000

ASSIGNOR - Prima Oil & Gas Company	Assignee (1) - John P. Lockridge
By -	By -
Title - G. Walter Lunsford Attorney-in-Fact	Title - John P. Lockridge an Individual
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 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 and 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.

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 17th day of April, 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
1099 - 18th Street, Suite 400
Denver, CO 80202

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

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN P. LOCKRIDGE** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2004

[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 00-00622 Assignment Approval Date - ~~SEP 1 8 2001~~

ASSIGNOR, with name and address at, Prima Oil & Gas Company
1099 - 18th Street, Suite 400
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 35 North, Range 112 West, 6th P.M.
Section 31: SE/4NE/4, E/2SW/4, SE/4, LOTS 3, 4
Sublette County, Wyoming

286579

RECORDED Oct. 2 2001 3:30PM
IN BOOK 719 Otg PAGE 407
FEES $ 10.00 Mary L. Gay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: John P. Lockridge
P. O. Box 1499
Pebble Beach, CA 93953-1499

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50% Leasehold

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

ASSIGNOR certifies by signature on reverse,that ASSIGNOR is the owner of the interest above herein transferred,and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutesa binding acceptance ofall 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 # 00-00622 assignment dated April 17, 2001 but effective October 3, 2000
Prima Lease Number: 246-00049-000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 17th day of April 2001,
but effective October 3, 2000

ASSIGNOR - Prima Oil & Gas Company	**Assignee (1) -** John P. Lockridge
By - G. Walter Lunsford	**By -** John P. Lockridge
Title - Attorney-in-Fact	**Title -** an Individual
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 and 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.**

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 17th day of April, 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

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

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN P. LOCKRIDGE** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Rebecca L Martinez

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2004

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 00-00623 Assignment Approval Date - SEP 13 2001

ASSIGNOR, with name and address at, Prima Oil & Gas Company
1099 - 18th Street, Suite 400
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 35 North, Range 112 West, 6th P.M.
Section 32: SW/4NW/4, W/2SW/4
Sublette County, Wyoming

286580

RECORDED Oct. 2 2001 3:30PM
IN BOOK 119 0+6 PAGE 410
FEES $10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: John P. Lockridge
P. O. Box 1499
Pebble Beach, CA 93953-1499

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, 50% Leasehold

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

ASSIGNOR certifies by signature on reverse,that ASSIGNOR is the owner of the interest above herein transferred,and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes binding acceptance ofall 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 # 00-00623 assignment dated April 17, 2001 but effective October 3, 2000
Prima Lease Number: 246-00050-000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 17th day of April 2001,
but effective October 3, 2000

ASSIGNOR - Prima Oil & Gas Company	Assignee (1) - John P. Lockridge
By - G. Walter Lunsford	By - John P. Lockridge
Title - Attorney-in-Fact	Title - an Individual
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 and 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.

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 17th day of April, 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

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

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN P. LOCKRIDGE** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Rebecca L Martinez

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2004

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 00-00624 Assignment Approval Date - SEP 13 2001

ASSIGNOR, with name and address at,

Prima Oil & Gas Company
1099 - 18th Street, Suite 400
Denver, CO 80202

being the owner of 100 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

Township 35 North, Range 112 West, 6th P.M.
Section 36: ALL
Sublette County, Wyoming

286581

RECORDED Oct. 2 01 3:30PM
IN BOOK 119 O+G PAGE 413
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorter

For good and valuable consideration, hereby assigns to:

1) ASSIGNEE, with name and address at: John P. Lockridge
P. O. Box 1499
Pebble Beach, CA 93953-1499

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50% Leasehold

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

ASSIGNOR certifies by signature on reverse,that ASSIGNOR is the owner of the interest above herein transferred,and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutesa binding acceptance ofall 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 # 00-00624* *assignment dated April 17, 2001 but effective October 3, 2000*
Prima Lease Number: 246-00051-000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 17th day of April 2001,
but effective October 3, 2000

ASSIGNOR - Prima Oil & Gas Company	Assignee (1) - John P. Lockridge
By - [signature]	By - [signature]
Title - G. Walter Lunsford, Attorney-in-Fact	Title - John P. Lockridge, an Individual
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 and 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]

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 17th day of April, 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
Diane Cruickshank
D. Cruickshank
1099 - 18th Street, Suite 400
Denver, CO 80202

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

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN P. LOCKRIDGE** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC
Rebecca L Martinez

D. CRUICKSHANK NOTARY PUBLIC STATE OF COLORADO

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2004

BLANKET CONVEYANCE

Rutter Resources, a Texas general partnership, hereinafter called Grantor, for a sufficient consideration and in order to terminate the partnership and distribute all of its assets, does hereby grant, sell and assign to Rutter Resources, L.P., whose address is P. O. Box 3186, Midland, Texas 79702, a Texas limited partnership of which VSRCO, Inc. is General Partner, hereinafter called Grantee, all of the properties, assets, privileges, franchises, and all rights of whatsoever kind or nature of said partnership wheresoever situated and any and all other property, real, personal or mixed, tangible or intangible, which said partnership owns or may hereafter acquire, or which may accrue to said partnership, including, but not limited to that situated in the States of New Mexico, Oklahoma, Utah and Texas, and in every other state, country or political subdivision whatsoever, including particularly, but without limiting the generality of the foregoing, all real estate, real property and interests of every kind in real property, whether legal or equitable, vested or contingent; all oil and gas leasehold estates and rights and interests in oil and gas leases; all oil, gas, and other minerals, including water, salt water, brine, sulphur, uranium, and other minerals generally, whether similar or dissimilar, all mineral rights, estates, and interests, and all royalty, overriding royalty, reversionary, production payment, carried, working and net profit interests, and all other interests payable out of or on account of oil, gas, other hydrocarbon or other mineral production; all surface leasehold estates and other leasehold estates of whatsoever kind and character; all rights of way, easements, permits, servitudes, and licenses; all plants, refineries, buildings, including office buildings, warehouses, dwelling houses, and other structures; all power lines, telephone and telegraph lines, all radio, teletype, telephone, and communication equipment and facilities; all oil wells, gas wells, water wells, injection wells, derricks, pumps, casing, rods, tubing, well-head equipment, separators, tanks, pipe lines, valves, fittings, and other facilities for producing, gathering, storing, treating processing, handling, selling, transporting, or transmitting oil, gas, other hydrocarbons, other petroleum products, other minerals or water; all loading racks, lease, field and plant equipment and accessories; all oil, gas, other hydrocarbons, minerals, and products in storage, whether in surface tanks or underground; all terminals, bulk stations, service stations, storage, dispensing, display, repair, maintenance, and other equipment, with piping, fittings, connections, and all other facilities for the marketing of petroleum and other products; all copyrights, labels, designs, devices, imprints, forms of advertisement, trade names and trademarks, and all rights therein, whether registered or unregistered, together with all good will associated therewith; all signs, advertising and sales promotion fixtures and material, stocks of goods, wares, products, and merchandise on hand and in transit; all automobiles, trucks, and other vehicular equipment, boats and vessels, airplanes, office furniture, fixtures, supplies, inventories, chattels, tools, accessories, and all implements; all contracts, agreements, and leases of every kind and character (including employment contracts and collective bargaining agreements), and rights and interests in or under contracts, agreements, and leases; all shares of stock, bonds, and other securities, all patents, patent rights, and rights to patents; all notes, accounts receivable, and other evidences of indebtedness and investment; all cash on hand or on deposit; all insurance policies, performance bonds and other bonds, all claims and demands of every nature, causes in action, causes of action (existing or hereafter arising), and other intangible assets, rights, and benefits; all books, records and accounts relating to the business of said partnership and all other forms of personal property; and also all other properties, assets, and rights of every name and description, real, personal, and mixed, wheresoever situated, owned by said partnership, or which said partnership may hereafter acquire or which may accrue to it.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever, together with all and singular the rights, members, and appurtenances thereto belonging or in anywise incident or appertaining; and Grantor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the said properties, assets, rights, and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This conveyance is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said properties, assets, rights, and interest or any part thereof.

This instrument may be executed in a number of counterparts, each with the force of an original. To one or more counterparts may be attached as Exhibit A, a description of some of the lands affected hereby. Such attachment is for convenience only, and failure to describe a tract or tracts in Exhibit A shall not invalidate this conveyance as to the omitted tract or tracts, it being Grantor's intention to convey hereby all of its property of every kind.

This conveyance is effective as of September 26, 2001.

286586

RECORDED Oct. 2 20 01 4:05 PM
IN BOOK 119 OTG PAGE 416
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackett

RUTTER RESOURCES

By: _____
A. W. Rutter, Jr., Partner

STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared A. W. RUTTER, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of September, 2001.

CHARLOTTE S. HARRIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 05/16/2003

_____
Notary Public, State of Texas

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of "BLANKET CONVEYANCE" dated September 26, 2001, from Rutter Enterprises, a general partnership, to Rutter Enterprises, L.P., a limited liability partnership.

SUBLETTE COUNTY, WYOMING

Lake Ridge Unit Federal Lease W-121448 covering W/2NW of Section 14, Township 29 North, Range 115 West, 6th PM.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective as of June 1, 2001, at 7:00 a.m., local time ("Effective Date"), is from **TOM BROWN, INC.**, 555 17th Street, Suite 1850, Denver, Colorado, 80202, ("Assignor") to **LABARGE MINERALS, INC.**, P.O. Box 209, La Barge, Wyoming, 83123 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Subject Properties"):

A. All of Assignor's right, title and interest (including overriding royalty interest, if any) in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbores only of the wells situated thereon and specifically described in Exhibit "A" ("Wells") together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Wells, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Wells.

B. All of Assignor's right, title and interest in and to all of the personal property, fixtures, improvements and other property associated with the Wells, appurtenant to, or used or obtained by Assignor exclusively in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

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

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

THE PARTIES HERETO AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW,

286587

RECORDED Oct. 2 2001 4:15 PM
IN BOOK 119 Adj PAGE 418
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

Assignee shall assume full responsibility for the Subject Properties and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands caused by or arising out of the ownership of or operations conducted on, the Subject Properties after the Effective Date.

Subsequent to the Effective Date, Assignee agrees to assume any and all obligations of Assignor to plug and abandon and/or pay for the plugging and abandoning of the Wells pursuant to the applicable rules, laws, and/or regulations of the state regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligation arising or resulting from the plugging and abandoning of the Wells. Assignee agrees to promptly file for and become successor Operator of the Wells in the records of the state regulatory agency having jurisdiction over the Wells.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Subject Properties against Assignor's predecessors in title to the Subject Properties, but only to the extent not enforced by Assignor.

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

ATTEST:

By: _____
Bruce R. DeBoer, Secretary

ASSIGNOR:
TOM BROWN, INC.

By: _____
Rodney G. Mellott, VP-Land

ASSIGNEE:
LABARGE MINERALS, INC.

ATTEST:

By: _____

By: _____

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

Before me, on this 10th day of ~~June~~ July, 2001, personally appeared Rodney G. Mellott, Vice President-Land, for TOM BROWN, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

5/14/05

_____
Notary Public

GAIL ANNE BATES NOTARY PUBLIC STATE OF COLORADO

STATE OF Wyoming)
COUNTY OF Lincoln)

Before me, on this 5th day of ~~June~~ July, 2001, personally appeared Marika Thayer & Mervin Thayer as V.P. & Secy of LABARGE MINERALS, INC., the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

8-7-02

_____
Notary Public

JACQUELINE CESENA NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill Of Sale and Conveyance by and between Tom Brown, Inc., Assignor, and LaBarge Minerals, Inc., Assignee, dated effective June 1, 2001.

WELLS

Well Name:	**Federal #10-5** (TBI #270221)
Located:	Township 27 North, Range 111 West Section 5: NW/4
County, State	Sublette County, Wyoming
TBI Prospect	WY-544 (E. Bird Canyon)
Well Name:	**Federal #10-9** (TBI #270223)
Located:	Township 27 North, Range 111 West Section 9: NW/4
County, State	Sublette County, Wyoming
TBI Prospect	WY-544 (E. Bird Canyon)
Well Name:	**Federal #40-15** (TBI #270612)
Located:	Township 26 North, Range 111 West Section 15: SE/4
County, State	Sweetwater County, Wyoming
TBI Prospect	WY-510 (Stead Road)
Well Name:	**Federal #30-12** (TBI #270438)
Located:	Township 26 North, Range 111 West Section 12: SW/4
County, State	Sweetwater County, Wyoming
TBI Prospect	WY-511 (Slate Creek)
Well Name:	**Blue Forest Federal #30-2** (TBI #270644)
Located:	Township 24 North, Range 110 West Section 2: SW/4
County, State	Sweetwater County, Wyoming
TBI Prospect	WY-555 (Juniper)
Well Name:	**Blue Forest Federal #30-31** (TBI #270641)
Located:	Township 25 North, Range 109 West Section 31: SW/4
County, State	Sweetwater County, Wyoming
TBI Prospect	WY-549 (Conifer)
Well Name:	**Lodgepole #10-1** (TBI #270327)
Located:	Township 24 North, Range 110 West Section 1: NW/4
County, State	Sweetwater County, Wyoming
TBI Prospect	WY-555 (Juniper)

ASSOCIATED LEASES

Assignee is assigned Assignor's interest in the lands and leases described below **INSOFAR AND ONLY INSOFAR AS** the lands and leases relate to the **WELLBORES ONLY** of the wells described above with all other rights being reserved and retained by Assignor.

Lessor:	**USA WYW-51347** (TBI #801458)
Lease Date:	August 1, 1975
Description:	Township 27 North, Range 111 West Section 5: NW/4 Sublette County, Wyoming
Lessor:	**USA WYW-42781** (TBI #801536)
Lease Date:	January 1, 1974
Description:	Township 27 North, Range 111 West Section 9: NW/4 Sublette County, Wyoming
Lessor:	**USA WYW-136151** (TBI #805747)
Lease Date:	October 1, 1981
Description:	Township 26 North, Range 111 West Section 15: SE/4 Sweetwater County, Wyoming
Lessor:	**USA WYW-36421** (TBI #801344)
Lease Date:	October 1, 1972
Description:	Township 26 North, Range 111 West Section 12: SW/4 Sweetwater County, Wyoming
Lessor:	**USA WYW-33085** (TBI #801315)
Lease Date:	February 1, 1972
Description:	Township 24 North, Range 110 West Section 2: SW/4 Sweetwater County, Wyoming
Lessor:	**USA WYW-38879** (TBI #801477)
Lease Date:	April 1, 1973
Description:	Township 25 North, Range 109 West Section 31: SW/4 Sweetwater County, Wyoming
Lessor:	**USA WYW-0325685** (TBI #801511)
Lease Date:	August 1, 1975
Description:	Township 24 North, Range 110 West Section 1: NW/4 Sweetwater County, Wyoming

[redacted] [redacted] [redacted]

AFFIDAVIT

STATE OF Colorado }
}ss
COUNTY OF Denver }

Michael D. Armstrong, of Denver County, Colorado, hereinafter called Affiant, of lawful age, being first duly sworn, does affirm and state:

1. That a certain **Laurie M. Latta** did sign, in the presence of a Notary Public, two Affidavits of Death and Heirship, regarding the estates of William J. McGinnis, Jr. and Jane E. McGinnis, respectively, each deceased.

2. That each of the two above-mentioned Affidavits of Death and Heirship is attached to and made a part of this Affidavit, and that said attachments are all **originally** signed, and **originally** notarized.

3. That the said Affidavits of Death and Heirship were signed pursuant to certain Oil and Gas Leases, described as follows, to wit:

By and between:	LESSOR	RECEPTION NO.	BOOK/PAGE
	Laurie M. Latta, Individually and as her sole and separate property and as Laurie M. Latta, as Trustee of the Laurie M. Latta Revocable Trust dated January 16, 1997	285109	118 O&G/700

and GUNDRY-WHITE PROPERTIES, LLC, as LESSEE, covering lands in:

Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10, SE¼SE¼
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1, 2, 3, 4, 5, 6 ,8
Section 34: W½NW¼

Containing 757.32 acres m/l
Sublette County, State of Wyoming.

AND

By and between:	LESSOR	RECEPTION NO.	BOOK/PAGE
	William J. McGinnis, III, Individually as his sole and separate property; William J. McGinnis, III, as Trustee of the William J. McGinnis, III Revocable Trust dated September 4, 1997; William J. McGinnis, III, President of JF Ranch, Inc., a Wyoming Corporation	286188	119 O&G/287

and GUNDRY-WHITE PROPERTIES, LLC, as LESSEE, covering lands in:

Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4 (50.44)
Section 6: All that part of Lot 5 lying outside the NE¼NE¼ (40.00), and all of lots 1 (12.86), 2 (13.30), 3 (17.13), 4 (27.59), 6 (40.00), 8 (16.07)
Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10 (26.62), SE¼SE¼
Section 32: SE¼SE¼
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1 (19.46), 2 (41.22), 3 (34.30), 4 (36.42), 5 (41.98), 6 (28.42), 7 (19.97), 8 (48.90)
Section 34: W½NW¼

286582

Containing 1,034.68 acres, more or less
Sublette County, State of Wyoming.

RECORDED Oct. 3 2001 8:35a.M
IN BOOK 119 O&G PAGE 423
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

Further Affiant saith not.

Michael D. Armstrong

Subscribed and sworn to before me this 28th day of September, 2001.

Tamera L Rolston
Notary Public

My Commission Expires 02/18/2005
1534 CALIFORNIA ST.
DENVER CO, 80202

TAMERA L. ROLSTON NOTARY PUBLIC STATE OF COLORADO

AFFIDAVIT OF DEATH AND HEIRSHIP

STATE OF Wyoming }
}SS.
COUNTY OF Sublette }

Laurie M. Latta, of 21 Park Circle, Pinedale, WY 82941
hereinafter called Affiant, of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

2. Name of decedent Jane E. McGinnis

3. Date of death x 1-16-01 Where x Pinedale, WY 82941

4. Was decedent married or single at time of death WIDOWED Did decedent leave a will

5. If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	*LIVING OR DEAD (IF DEAD-DATE)*	*DIVORCE (DATE)*	*PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)*
William J. McGinnis, Jr.	10/28/1998	N/A	x Pinedale, WY 82941 Sublette Co. (place of death)

6. Did decedent have any children by any spouse YES

7. Did decedent have any children by adoption NO

8. If decedent hand any children by any spouse, give the following information:

	NAME	*ADDRESS*	*LIVING*	*DATE OF DEATH*
SON	William J. McGinnis III	Big Piney, WY	YES	N/A
SON				
DAUGHTER	Laurie M. Latta	Pinedale, WY	YES	N/A
DAUGHTER				

9. Affiant's relationship or acquaintance with decedent, and the duration and extent of said relationship or acquaintance was as follows:
Affiant is decedent's Daughter, the relationship endured for Affiant's entire life, until decedent's death

(state relationship, and how long and how well you knew decedent and decedent's family)

Further Affiant saith not.

Signed Laurie M. Latta
Laurie M. Latta

Subscribed and sworn to before me this 30 day of July, 2001

Tracey L Hoover
Notary Public

My Commission Expires: 8/8/02

Address: Box 250, Pinedale WY 82941

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

[redacted] [redacted] [redacted]

AFFIDAVIT OF DEATH AND HEIRSHIP

STATE OF Wyoming }
}SS.
COUNTY OF Sublette }

Laurie M. Latta, of 21 Park Circle, Pinedale, WY 82941
hereinafter called Affiant, of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

2. Name of decedent William J. McGinnis, Jr.

3. Date of death 10/28/1998 Where x Pinedale, WY 82941

4. Was decedent married or single at time of death MARRIED Did decedent leave a will

5. If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	*LIVING OR DEAD (IF DEAD-DATE)*	*DIVORCE (DATE)*	*PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)*
Jane E. McGinnis	x 1-16-01 died	N/A	x Pinedale, WY Sublette Co. (place of death)

6. Did decedent have any children by any spouse YES

7. Did decedent have any children by adoption NO

8. If decedent hand any children by any spouse, give the following information:

	NAME	*ADDRESS*	*LIVING*	*DATE OF DEATH*
SON	William J. McGinnis III	Big Piney, WY	YES	N/A
SON				
DAUGHTER	Laurie M. Latta	Pinedale, WY	YES	N/A
DAUGHTER				

9. Affiant's relationship or acquaintance with decedent, and the duration and extent of said relationship or acquaintance was as follows:
Affiant is decedent's Daughter, the relationship endured for Affiant's entire life, until decedent's death

(state relationship, and how long and how well you knew decedent and decedent's family)

Further Affiant saith not.

Signed Laurie M. Latta
Laurie M. Latta

Subscribed and sworn to before me this 30 day of July, 2001

Tracey L Hoover
Notary Public

My Commission Expires: 8/8/02

Address: Box 250, Pinedale WY 82941

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

426

AFFIDAVIT

STATE OF Colorado }
}ss
COUNTY OF Denver }

Michael D. Armstrong, of Denver County, Colorado, hereinafter called Affiant, of lawful age, being first duly sworn, does affirm and state:

1. That a certain **Rita Nielson** did sign, in the presence of a Notary Public, three Affidavits of Death and Heirship, regarding the estates of Mary A. Whitman, George W. Whitman and William H. Whitman, respectively, each deceased.

2. That a certain **George W. Johansen** did sign, in the presence of a Notary Public, a certain Affidavit of Death and Heirship, regarding the estate of Evelyne Jane Whitman Johansen, deceased.

3. That each of the four above-mentioned Affidavits of Death and Heirship is attached to and made a part of this Affidavit, and that said attachments are all **originally** signed, and **originally** notarized.

4. That the said Affidavits of Death and Heirship were signed pursuant to certain Oil and Gas Leases, covering the following lands, to wit:

Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4(50.44)
Section 6: Lots 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.00), 7(24.08), 8(16.07)
Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7(19.97)
Containing 307.54 acres m/l
Sublette County, State of Wyoming.

By and between:	LESSOR	RECEPTION NO.	BOOK/PAGE
	Robert W. Whitman, a married man dealing in his own separate non-homestead property	284911	118 O&G/558
	George A. Whitman, a married man dealing on his own separate non-homestead property	284917	118 O&G/570
	Beulah W. Scully, a widow	284194	118 O&G/125
	Clair D. Whitman, a single man	284910	118 O&G/556
	George W. Johansen, a married man dealing on his own separate non-homestead property	284920	118 O&G/576
	Rodger D. Johansen, a married man dealing on his own separate non-homestead property	284190	118 O&G/117
	Alden L. Johansen, a married man dealing on his own separate non-homestead property	284919	118 O&G/574
	Rita Nielson, a single woman	284191	118 O&G/119

and GUNDRY-WHITE PROPERTIES, LLC, as LESSEE.

286593

Further Affiant saith not.

Michael D. Armstrong

RECORDED Oct. 3 2001 8:35AM
IN BOOK 119 O+G PAGE 426
FEES $ 14.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Subscribed and sworn to before me this 28th day of September, 2001.

Tamura L Ralston
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES
02/18/2005
1534 CALIFORNIA ST.
DENVER CO, 80202

[redacted] [redacted] [redacted]

AFFIDAVIT OF DEATH AND HEIRSHIP

STATE OF Utah)
)SS.
COUNTY OF _____)

Rita Nielson, of 3084 South 2855 West, West Valley, UT 84119
hereinafter called Affiant. of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

2. Name of decedent Mary A. Whitman

3. Date of death July 4, 1969 Where Orem, UT

4. Was decedent married or single at time of death WIDOWED Did decedent leave a will NO

5. If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	*LIVING OR DEAD (IF DEAD-DATE)*	*DIVORCE (DATE)*	*PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)*
George W. Whitman	April 1966	N/A	Orem, UT (place of death)

6. Did decedent have any children by any spouse YES

7. Did decedent have any children by adoption NO

8. If decedent hand any children by any spouse, give the following information:

	NAME	*ADDRESS*	*LIVING*	*DATE OF DEATH*
SON	William H. Whitman	N/A-deceased	NO	04/01/2000
SON				
SON				
DAUGHTER	Evelyne Jane Whitman Johansen	N/A-deceased	NO	12-09-1992
DAUGHTER	Beulah W. Scully	Casper, WY	YES	
DAUGHTER				

9. Affiant's relationship or acquaintance with decedent, and the duration and extent of said relationship or acquaintance was as follows:
Affiant is decedent's Granddaughter, the relationship endured for Affiant's entire life, until decedent's death

(state relationship, and how long and how well you knew decedent and decedent's family)

Further Affiant saith not.

Signed Rita Nielson
Rita Nielson

Subscribed and sworn to before me this 23rd day of May, 2001

[illegible] NOTARY PUBLIC
[illegible]
My Comm. Exp. [illegible] 2001
976 [illegible]
[illegible]

My [illegible] Expires

Notary Public

Address: Salt Lake County

AFFIDAVIT OF DEATH AND HEIRSHIP

STATE OF Utah }
}SS.
COUNTY OF _____}

Rita Nielson, of 3084 South 2855 West, West Valley, UT 84119
hereinafter called Affiant, of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

2. Name of decedent George W. Whitman

3. Date of death April, 1966 Where Orem, UT

4. Was decedent married or single at time of death MARRIED Did decedent leave a will NO

5. If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	*LIVING OR DEAD (IF DEAD-DATE)*	*DIVORCE (DATE)*	*PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)*
Mary A. Whitman	July 4, 1969	N/A	Orem, UT (place of death)

6. Did decedent have any children by any spouse YES

7. Did decedent have any children by adoption NO

8. If decedent hand any children by any spouse, give the following information:

	NAME	*ADDRESS*	*LIVING*	*DATE OF DEATH*
SON	William H. Whitman	N/A-deceased	NO	04/01/2000
SON				
SON				
DAUGHTER	Evelyne Jane Whitman Johansen	N/A-deceased	NO	12-09-1992
DAUGHTER	Beulah W. Scully	Casper, WY	YES	
DAUGHTER				

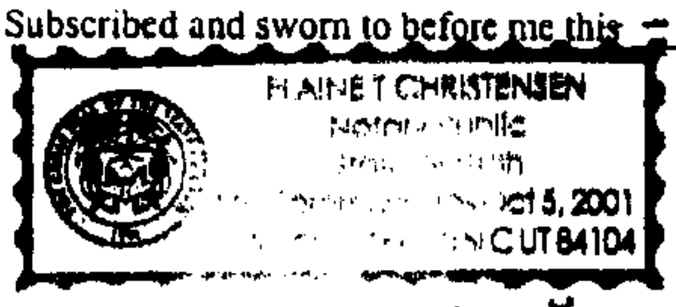
9. Affiant's relationship or acquaintance with decedent, and the duration and extent of said relationship or acquaintance was as follows:
Affiant is decedent's Granddaughter, the relationship endured for Affiant's entire life, until decedent's death

(state relationship, and how long and how well you knew decedent and decedent's family)

Further Affiant saith not.

Signed Rita Nielson
Rita Nielson

Subscribed and sworn to before me this 23RD day of May, 2001



Lilaine T Christensen
Notary Public

My Commission Expires: 10-5-2001

Address: Salt Lake County

PROOF OF DEATH AND HEIRSHIP

STATE OF Utah } SS:
COUNTY OF Salt Lake }

Lease No. _____

Rita Nielson of 3084 South 2855 West West Valley, Utah 84119

of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

2. Name of decedent William Whitman, also known as William H. Whitman

3. Date of death April 1, 2000 Where Evanston, Wyoming

4. Was decedent married or single at time of death Single Did decedent leave a will No

Has estate been probated No Where? City _____

County _____ State _____

5 If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	LIVING OR DEAD (IF DEAD - DATE)	DIVORCE (DATE)	PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)
Joyce Whitman Jensen	Living	4-27-72	Manti, Sanpete, Utah

6 If decedent had any children by any spouse, give following information:

NAME OF CHILD	ADDRESS	PRESENT AGE	SON OR DAUGHTER	LIVING OR DEAD (IF DEAD - DATE)
Robert W. Whitman	American Fork, UT		son	living
Clair D. Whitman	Moroni, UT		son	living
George A. Whitman	Bluffdale, UT		son	living
Rita Nielson	West Valley, UT		dau	living

7. If decedent had any children by adoption, give following information:

NAME OF CHILD	ADDRESS	PRESENT AGE	SON OR DAUGHTER	LIVING OR DEAD (IF DEAD - DATE)	PLACE OF ADOPTION

8. The above named children who have died had only the following children (natural or adopted) and other heirs

NAME OF DECEASED CHILD	NAMES OF SPOUSE AND CHILDREN	ADDRESS	AGE	LIVING OR DEAD (IF DEAD - DATE)

9 In case decedent left no surviving spouse and no children or children of deceased children, give the following information:

	NAME	ADDRESS	LIVING	DATE OF DEATH
FATHER				
MOTHER				
BROTHERS SISTERS				

10 Affiant states he was well acquainted with financial condition of decedent and knows that decedent died solvent and that all debts against the estate were paid.

11 State your relationship or acquaintance with decedent and how long and how well you knew the decedent and the decedent's family Daughter

Further affiant saith not

Signed Rita Nielson

Subscribed and sworn to before me this 10th day of APRIL 2001

My commission expires

OCTOBER 5, 2001

Notary public residing at 976 S. PIONEER RD SALT LAKE CITY, UT 84104

ELAINE T CHRISTENSEN
Notary Public
State of Utah
My Comm. Expires Oct 5, 2001
976 Pioneer Road SLC UT 84104

PROOF OF DEATH AND HEIRSHIP

STATE OF Utah }
COUNTY OF Sanpete } SS:

Lease No. _____

George W. Johansen of Mt. Pleasant, Utah

of lawful age, being first duly sworn, states:

1. That the statements hereinafter set forth, including answers to questions, constitute a true and correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.
2. Name of decedent Evelyne Jane Whitman Johansen
3. Date of death December 9, 1992 Where Mt. Pleasant, Utah
4. Was decedent married or single at time of death Married Did decedent leave a will Yes
   Has estate been probated Not Necessary Where? City _____
   County _____ State _____
5. If decedent was married one or more times, give the following information (list names in order of marriage):

NAME OF SPOUSE	LIVING OR DEAD (IF DEAD - DATE)	DIVORCE (DATE)	PLACE OF DEATH OR DIVORCE (CITY, COUNTY AND STATE)
~~Dean N. Johansen~~	Deceased	September 20 1998	Mt. Pleasant, Utah

6. If decedent had any children by any spouse, give following information:

NAME OF CHILD	ADDRESS	PRESENT AGE	SON OR DAUGHTER	LIVING OR DEAD (IF DEAD - DATE)
Alden L. Johansen	P.O. Box 40 685 S. 100 W. Mt. Pleasant, Ut.	61	Son	Living
Rodger D. Johansen	435 S. 300 E. Mt. Pleasant, Ut.	60	Son	Living
George W. Johansen	P.O. Box 100 120 S. 300 E. Mt. Pleasant, Ut.	59	Son	Living

7. If decedent had any children by adoption, give following information:

NAME OF CHILD	ADDRESS	PRESENT AGE	SON OR DAUGHTER	LIVING OR DEAD (IF DEAD - DATE)	PLACE OF ADOPTION

8. The above named children who have died had only the following children (natural or adopted) and other heirs:

NAME OF DECEASED CHILD	NAMES OF SPOUSE AND CHILDREN	ADDRESS	AGE	LIVING OR DEAD (IF DEAD - DATE)

9. In case decedent left no surviving spouse and no children or children of deceased children, give the following information:

	NAME	ADDRESS	LIVING	DATE OF DEATH
FATHER				
MOTHER				
BROTHERS & SISTERS				

10. Affiant states he was well acquainted with financial condition of decedent and knows that decedent died solvent and that all debts against the estate were paid.
11. State your relationship or acquaintance with decedent and how long and how well you knew the decedent and the decedent's family Son 59 Years

Further affiant saith not.

Signed George W. Johansen

Subscribed and sworn to before me this March 26, 2001 day of March 19 2001

My commission expires 5-15-01

Notary public residing at Sanpete

NATALIE TUCKER
NOTARY PUBLIC • STATE of UTAH
400 EAST 100 SOUTH
FAIRVIEW, UT 84629
COMM. EXP. 5-15-2001

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of September 6th, 2001, make and execute unto GUNDRY-WHITE PROPERTIES, L.L.C., as lessee, that certain oil and gas lease, being recorded at Book 119 O+G, Page [redacted] 297, Reception Number 286188 in the records of Sublette County, State of Wyoming, said lease covering certain lands owned by me, situated in Sublette County, State of Wyoming, and described in said lease as follows, to-wit:

Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4
Section 6: All that part of Lot 5 lying outside the NE¼NW¼ and all of lots 1, 2, 3, 4, 6, 8
Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10, SE¼SE¼
Section 32: SE¼SE¼
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1, 2, 3, 4, 5, 6, 7, 8
Section 34: W½NW¼

Containing 1028.88 acres, more or less

AND WHEREAS, said description is incorrect and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 4 (50.44)
Section 6: All that part of Lot 5 lying outside the NE¼NW¼ (40.00), and all of lots 1 (12.86), 2 (13.30), 3 (17.13), 4 (27.59), 6 (40.00), 8 (16.07)
Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10 (26.62), SE¼SE¼
Section 32: SE¼SE¼
Section 33: NE¼, N½SE¼, SW¼SE¼, Lots 1 (19.46), 2 (41.22), 3 (34.30), 4 (36.42), 5 (41.98), 6 (28.42), 7 (19.97), 8 (48.90)
Section 34: W½NW¼

Containing 1,034.68 acres, more or less

in said County and State;

NOW THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and correct in respect to the identity of the lands intended to be covered thereby, I/we do hereby declare that it was and is my/our intention to lease for oil and gas purposes the identical tract of land last above described;; and I/we hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

William J. McGinnis, III, Individually as his sole and separate property; William J. McGinnis, III, as Trustee of the William J. McGinnis, III Revocable Trust dated September 4, 1997; William J. McGinnis, III, President of JF Ranch, Inc., a Wyoming Corporation

By: William J. McGinnis, III

J.F. Ranch Inc

286594

RECORDED Oct. 3 2001 8:36 AM
IN BOOK 119 O+G PAGE 431
FEES $8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT – CORPORATE

STATE OF Wyoming }
}ss.
COUNTY OF Sublette }

On this 13 day of September, A.D. 2001, before me personally appeared William J. McGinnis, III, who, being by me duly sworn, did say that she is the President of JF Ranch, Inc., a Wyoming Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William J. McGinnis, III acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13 day of September, A.D. 2001.

Bonnie Duncan
Notary Public

My Commission expires April 16, 2002

BONNIE DUNCAN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 4/16/2002

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 13 day of September, A.D. 2001, personally appeared William J. McGinnis, III, individually, as his sole and separate property; William J. McGinnis, III, as Trustee of the William J. McGinnis, III Revocable Trust dated September 4, 1997, 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 the he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 13 day of September, A.D. 2001.

Bonnie Duncan
Notary Public

My Commission expires April 16, 2002

BONNIE DUNCAN - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 4/16/2002

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Leonard Hay, a single person, of P. O. Box 188, Rock Springs, Wyoming 82902, owner of a 5% overriding royalty interest in that certain oil and gas lease between him and Peter S. Olson and Anne Olson, husband and wife, of P. O. Box 568, Big Piney, Wyoming 83113, as Lessors, which said Lease is dated February 8, 1994 and was recorded of record in the Office of the County Clerk and Ex-officio Register of Deeds of Sublette County, Wyoming, on February 8, 1994, in Book 96 O & G, at Page 200, the term of said Lease having been extended to February 7, 2002, by that certain undated Letter Agreement of Extension, and which extended lease was assigned by said Leonard Hay to New Fork Energy LLC by Assignment of Oil and Gas Lease dated August 28, 2001, which Assignment was recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on September 4, 2001, in Book 119 O & G, at Page 282, for and in consideration of Ten Dollars and other good and valuable consideration, hereby assigns and quitclaims one-half of his right, title and interest in said overriding royalty interest (said 1/2 being a 2.5% overriding royalty interest) to Susan Bell, whose address is 2905 Ute, Canon City, Colorado 81212, and one-half of said overriding royalty interest (said 1/2 being a 2.5% overriding royalty interest) to Mary Hay, P. O. Box 188, Rock Springs, Wyoming 82902;

The property covered by said Lease, Extension, Assignment and overriding royalty interest is more specifically described as follows:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

286651

RECORDED Oct. 5 2001 4:35 pM

IN BOOK 119 O+G PAGE 433

FEES $ 8.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By [illegible]

And containing 260.0 acres, more or less.

Dated this 5 day of Oct., 2001.

Leonard Hay
Leonard Hay

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Leonard Hay this 5th day of October, 2001.

Witness my hand and official seal.

JEANI ANN CROUCH
NOTARY
PUBLIC

Jeni Ann Crouch
Notary Public

My Commission Expires: Oct. 9, 2004.

[redacted] [redacted] [redacted]

Mineral
76

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-153262

Lease Effective Date
(Anniversary Date)
June 1, 2001

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc. – 50%
P. O. Box 4362
Houston, TX 77210-4362

Williams Production Rocky Mountain Company – 50%
P. O. Box 3102
MD 37-6
Tulsa, OK 74101

*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 34 North, Range 111 West, 6th P.M. Section 21: N1/2 Section 28: N1/2NW1/4 Containing 400.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

286653

RECORDED Oct. 8 2001 9:30 AM
IN BOOK 119 O&G PAGE 435
FEES $ 10.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

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

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of June, 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 June, A.D. 2001.

Donna M. O'Donnell
Notary Public

My Commission Expires: [illegible]

Address: Cheyenne, Wyoming

COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 15, 2002

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 17th day of September, 2001.

My Commission Expires:
Feb 9, 2001

Carrie Stevens
Notary Public within and for the
State of Texas

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

[illegible] to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of June 20 01

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor or Attorney-in-fact Marc Randal Strahn, President
No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003
(City) (State) (Zip Code)

Executed this 17th day of September 20 01

EOG Resources, Inc.

Assignee or Attorney-in-Fact

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, (DM 673), 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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 20th day of September, 2001, by Dorsey T. Roach, Attorney-in-Fact for Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission Expires:

10-10-2001

Shirley A. Davis, Notary Public
County of Tulsa, State of Oklahoma

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

---

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 June 20 01 Executed this 20th day of September 20 01

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor (Please type or print) Marc Randal Strahn, President
or
Attorney-in-fact No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003
(City) (State) (Zip Code)

Williams Production Rocky Mountain Company

Assignee
or
Attorney-in-Fact Dorsey T. Roach
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: 1992-774-017 / 67022

160

Memo
76413-000

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

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-153263

Lease Effective Date
(Anniversary Date)
June 1, 2001

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc. – 50%
P. O. Box 4362
Houston, TX 77210-4362

Williams Production Rocky Mountain Company – 50%
P. O. Box 3102
MD 37-6
Tulsa, OK 74101

*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 34 North, Range 111 West, 6th P.M. Section 21: S1/2 Section 22: All Section 27: N1/2, NE1/4SE1/4 Containing 1,320.00 acres, more or less 286660 Sublette County, Wyoming	100.00%	100.00%	None	None	None

RECORDED Oct. 8 2019 2:22PM
IN BOOK 119 Otg PAGE 439
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sloto

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

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

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

[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 June, 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 June, A.D. 2001.

Ronna M. O'Donnell
Notary Public

My Commis[illegible] Address: Cheyenne, Wyoming

[illegible] NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL 16, 2003

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 17th day of Sept, 2001.

My Commission Expires:
Feb. 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 June 20 01 Executed this 17th day of Sept 20 01

Name of Assignor as shown on current lease: Hanson & Strahn, Inc. EOG Resources, Inc.

Assignor or Attorney-in-fact: Marc Randal Strahn, President — No Attest Required

Assignee or Attorney-in-Fact: R L Adams

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

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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 20th day of September, 2001, by Dorsey T. Roach, Attorney-in-Fact for Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission Expires:

10-10-2001

Shirley A. Davis, Notary Public
County of Tulsa, State of Oklahoma

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

---

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 June ,20 01 Executed this 20th day of September ,20 01

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor or Attorney-in-fact Please sign or print
Marc Randal Strahn, President
No Attest Required

Assignee or Attorney-in-Fact Williams Production Rocky Mountain Company
Dorsey T. Roach
Attorney-in-Fact

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

286677

RECORDED Oct. 8 2001 11:08 AM
IN BOOK 119 OR 6 PAGE 441
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Gundry-White Properties, LLC, 518 17th Street, Suite 1108, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, does hereby grant, bargain, sell, assign, transfer and convey unto Berco Resources, LLC, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter called Assignee, all (100%) of Assignor's right, title and interest, in and to the Oil and Gas Lease more specifically described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the Lease), INSOFAR AND ONLY INSOFAR as the Lease covers the lands described on Exhibit "A", together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith including all of Assignor's right, title and interest vested and conveyed by the TERM ASSIGNMENT OF OPERATING RIGHTS ("Term Assignment") dated effective June 1, 2001, by and between R. Ken Williams, Judson Operations, Ltd., W. D. Anderson & Sons and Gundry-White Properties, LLC. Assignee hereby assumes all of the obligations of Assignor contained in said Term Assignment.

Notwithstanding anything contained herein to the contrary, Assignee, by acceptance of this Assignment, hereby covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Assignor that relate to or are attributable to the Lease and Term Assignment, whether existing as of the date hereof or later arising. Furthermore, Assignee agrees to protect, defend, indemnify and hold Assignor free and harmless from and against any and all costs, expenses (including but not limited to reasonable attorney fees), claims, demands and cause of action of every kind and character arising out of, incident to, or in connection with the Lease, or arising directly or indirectly from Assignee's or other parties' operations on the Lease.

This Assignment is made without warranty of title to the Lease, either express or implied.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors, personal representatives, heirs, devisees, and assigns, forever.

IN WITNESS WHEREOF, this Assignment is executed this 17th day of September, 2001, but effective June 1, 2001.

ASSIGNOR

GUNDRY-WHITE PROPERTIES, LLC

BY: _____
Doug Gundry-White
Managing Member

ASSIGNEE

BERCO RESOURCES, LLC

BY: _____
William S. Bergner, President

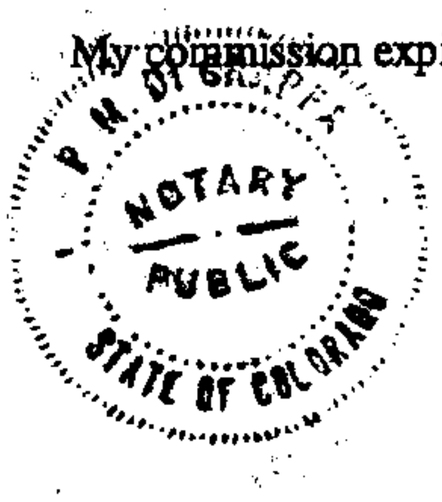
ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 17th day of September, 2001, by Doug Gundry-White, Managing Member of Gundry-White Properties, LLC.

My commission expires: 3/03/03

P. M. DeGroote
Notary Public



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

The foregoing instrument was acknowledged before me this 20th day of September, 2001, by William S. Bergner, President of Berco Resources, LLC.

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

My commission expires: 11/8/2002

Shaun A. Moxcey
Notary Public

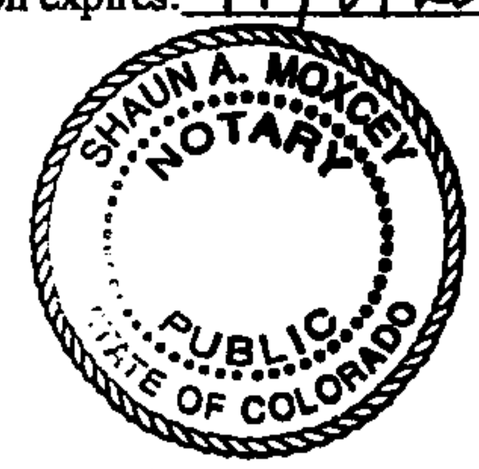


EXHIBIT "A"

Attached to and made a part of Assignment from Gundry-White Properties, LLC, Assignor, to Berco Resources, LLC, Assignee, dated September 17th, 2001.

Lessor:	WYW-62117
Lessee:	R. Ken Williams
Date:	February 1, 1978
Recorded:	Not Recorded

INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING LANDS:

Township 27 North, Range 111 West, 6th P.M.
Section 21: SE/4

Sublette County, Wyoming

Paid-Up PRODUCERS 88, TN 2-00PT, Wyo., Mont., Colo.,

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of September, 2001, by and between

Robert A. Johnson and Elden L. Johnson, Jr., Trustees
Under the Nellie S. Johnson Living Trust, dated May 1, 1989

whose primary address is P. O. Box 1343
Rock Springs, WY 82902

286679

hereinafter called lessor (whether one or more) and

Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112

RECORDED Oct. 8 2001 11:20AM
IN BOOK 119 OF 6 PAGE 444
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of Ten and more ($10.00+) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 109 West, 6th PM
Section 4: Lot 4(38.30), SW¼NW¼
Section 5: Lots 1(24.32), 6(42.50), 7(44.05), 10(18.54)

Township 31 North, Range 109 West, 6th PM
Section 32: Lot 7(4.13)
Section 33: Lot 6(12.77)

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

And subject to EXHIBITS "A" and "B" attached hereto and made a part hereof,

and containing 224.61 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of Five (5) years from date and so long thereafter as oil or gas, of whatsoever nature or kind, or either of them, is produced from said land or premises pooled therewith or drilling or other operations are commenced and continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises, but lessee is then engaged in drilling, reworking or recompletion operations thereon, then this lease shall continue in force so long thereafter as drilling, reworking or recompletion operations are being continuously prosecuted on said land or on a pooled unit which includes all or part of said land; and drilling, reworking or recompletion 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, reworking or recompletion of another well. It is understood and agreed by lessor and lessee for all purposes of this instrument, that producing, drilling, reworking and recompletion operations shall include the dewatering of coalbed gas wells. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled, reworked or recompleted at or after the expiration of the primary term of this lease, this lease shall continue in force and effect so long thereafter as oil or gas is produced from the leased land or from any such pooled unit which includes all or part of said lands. If, after expiration of the primary term of this lease, production on said land or premises pooled therewith (whether such production was established prior to or after the expiration of the primary term hereof), should cease for any cause, this lease shall not terminate if lessee commences additional drilling, reworking or recompletion operations within ninety (90) days after such cessation of production.

3. This is a PAID-UP LEASE. In consideration of the down 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.

4. In consideration of the premises the said lessee covenants and agrees:

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal Sixteen and Two Thirds percent part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such Sixteen and Two Thirds percent royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature of kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, Sixteen and Two Thirds percent, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. It is understood that the market price shall not include any deductions for "costs of production" or "gathering costs" incurred prior to delivery into a market pipeline. Where oil and/or gas from a well capable of producing oil and/or gas is not produced, sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners. If such payment or tender is made, it will be considered that oil and/or gas is being produced within the meaning of this lease, provided that no shut in payment made hereunder shall extend this lease for more than two (2) consecutive years.

5. Lessee, at its option, is hereby given the right and power at any time and from time to time as recurring right, either before or after production, as all or 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, reworking or recompletion operations or a well shut in for want of a market anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling, reworking or recompletion 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 of this lease included in the unit as it 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

[redacted] [redacted] [redacted]

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 by lessee.

6. 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 ditches, ponds, reservoirs, or wells of lessor. When requested by the lessor, lessee shall bury its pipelines on cultivated portions below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operations on said lands. 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.

7. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of the recorded documents transferring title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the royalties due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said royalties. In the event of death of any person entitled to royalties hereunder, lessee may pay or tender such royalties to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as the heirs or devisees of the deceased.

8. Lessor hereby agrees that the lessee shall have the right at any time to pay for lessor, 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 lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

9. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from any royalty herein reserved.

10. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying, lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Order 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, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

11. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or 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.

12. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

13. If at the end of the primary term this lease is not being continued in force under its provisions, it shall terminate and be of no further force and effect unless Lessee, on or before the end of the primary term shall pay or tender to Lessor or Lessors successor in title an additional consideration equal to one and one-half times of the original bonus paid to Lessor. Upon payment or tender of this cash sum , the primary term of this lease shall be extended for an additional term of five years. The right of the Lessee to extend this lease as provided herein is at the option, but not the obligation of Lessee.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Robert A. Johnson, Trustee

Eldon L. Johnson, Jr., Trustee

ACKNOWLEDGMENTS

STATE OF WYOMING }
} ss.
COUNTY OF Sweetwater }

On this 17th day of SEPTEMBER, 20 01, before me personally appeared Robert A. Johnson, Trustee under the Nellie S. Johnson Living Trust, dated May 1, 1989, 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 his free act and deed, including the release and waiver of the right of homestead, after having been by me fully apprised of his right and effect of signing and acknowledging the said instruments.

My commission expires: 10-9-02

David Peverley

Notary Public for the State of Wyoming residing at 341 CLARK Street
Green River WY

DAVID PEVERLEY - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 9, 2002

ACKNOWLEDGMENT

STATE OF Colorado }
} ss.
COUNTY OF Jefferson }

On this 24th day of September, 20 01, before me personally appeared Eldon L. Johnson, Jr., Trustee under the Nellie S. Johnson Living Trust, dated May 1, 1989, 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 his free act and deed, including the release and waiver of the right of homestead, after having been by me fully apprised of [illegible] signing and acknowledging the said instruments.

My commission expires: [illegible]
6355 Ward Road
Arvada, CO 80004

Notary Public for the State of Colorado residing at 6355 Ward Rd Arvada CO 80004

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated September 1, 2001, by and between Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor, and Ultra Resources, Inc. - Lessee.

1. Subject to the other provisions herein contained, at the expiration of the primary term, this lease shall terminate as to all lands which are not located within a "drill site spacing unit" (as hereinafter defined) in which there is located a producing well or well capable of producing on the Leased Premises or on lands pooled or unitized therewith. For the purposes of this paragraph, a drill site spacing unit is defined as the lands included in the drilling and productions unit established for the well, or attributed to the well for spacing purposes by the governmental authority having jurisdiction. Absent an order or ruling sanctioned by a governmental authority having jurisdiction to the otherwise, a drill site spacing unit shall not exceed 640 acres, or one governmental section, whichever is greater, for a gas well and shall not exceed 320 acres, or one-half governmental section, which ever is greater, for an oil well. If at or within ninety (90) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the Leased Premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement to which part or all of the leased premises is committed. However the provisions of paragraph 13 of this lease agreement shall be effective as to the lands outside "drillsite spacing unit".

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

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

3. Prior to commencing any drilling operations on the leased premises, Lessee shall notify the surface owner in advance of the staking and building of location of any such well. Prior to the construction of any roads, bridges, culverts or other access routes over the leased premises for oil and gas operations, Lessee shall consult with surface owner as to the direction and placement of same. Lessee shall also consult with the surface owner as to the location of any pipelines, tank battery installations, or installation of other equipment on the Leased Premises before installing same.

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

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

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

7. Notwithstanding any provision herein to the contrary, this lease shall not be maintained by the payment of shut-in royalty under the provision of Paragraph 4 for any period of more than three (3) consecutive years from and after the end of the primary term hereof. The right to maintain this lease for such period of time shall be a recurring right and may be exercised whenever Lessee finds it necessary to shut-in such well or wells. However, the aggregate of years that any well may be shut-in shall not exceed a total of five (5) years. In the event Lessee wishes to retain the lease being held by a shut-in and it would exceed five (5) years total, Lessor and Lessee agree to negotiate in good faith, a new shut-in royalty.

8. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this Lease, Lessor and Lessor agree that such lawsuit will be filed in the District Court for Sublette County, Wyoming. In the event a lawsuit is undertaken by either the Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

This EXHIBIT A shall be binding upon and inure to the benefit of the Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor and the assigns of the Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor and Lessee, and the permitted assigns of Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of September 1, 2001.

LESSOR

By: Robert A Johnson Elden L Johnson

Name: Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor

Title: Trustees

Date:

Robert A Johnson personally appeared before me in Sweetwater County, WY on 9/17/01

David Peverley

DAVID PEVERLEY - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 8, 2002

LESSEE

By:

Name: Ultra Resources, Inc.

Title: Agent

Date: 9/21/01

Subscribed and sworn to before me this 24th day of September 2001

Notary Public

My Commission Expires 05/25/2005
6355 Ward Road
Arvada, CO 80004

[redacted] [redacted] [redacted]

EXHIBIT B

SURFACE USE AGREEMENT

The following is Exhibit B to that certain printed form Oil and Gas Lease attached hereto and incorporated herein by this reference by and between Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor and Ultra Resources, Inc. Whereas the Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor "Surface Owners" of the Leased Premises, and Ultra Resources, Inc., of 304 Inverness Way South, Suite 295, Englewood, CO 80112 as "Assignee" to that certain Oil and Gas Lease dated September 1, 2001 and notwithstanding anything to the contrary provided on the aforesaid printed form Oil and Gas Lease to which this Exhibit is attached (the terms of this Exhibit B to control in the event of a conflict in terms with respect to the use of the surface of the leased premises), it is expressly agreed and stipulated by and between the Lessor and Assignee that:

WHEREAS, Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor ("Surface Owner") owns or has a beneficial interest on the surface estate of the leased premises ("Leased Premises") described in the attached Oil and Gas Lease (the "Lease") covering the Leased Premises in Sublette County, Wyoming; and

WHEREAS, Ultra Resources, Inc ("Assignee"), acquired the Oil and Gas Lease pertaining to Surface Owner covering the Leased Premises dated September 1, 2001 attached hereto and incorporated herein by this reference; and

WHEREAS, the Surface Owner and Assignee desire to establish certain guidelines for conducting operations on the surface of the Leased Premises, and to establish the responsibilities and operations of the Assignee to the Surface Owner with respect to operations conducted by Assignee on the surface of the Leased Premises in connection with exploring, drilling for, producing and marketing oil and gas from the oil and gas leasehold estate created under and by virtue of the Lease; and the Surface Owner and Assignee have made certain agreements relating to operations conducted by Assignee on the surface of the said lands and the responsibilities and obligations of the Assignee with respect thereto:

NOW THEREFORE, for and in consideration of the premises, Ten Dollars ($10,00), and the agreements and covenants to be performed by Assignee hereunder, the Surface Owner hereby GRANTS unto Assignee the right of ingress to and egress from and upon the Leased Premises to conduct operations under the aforesaid Lease, SUBJECT to the following agreements and covenants:

1. Prior to the commencement of operations on the Leased Premises, Assignee shall give the Surface Owner written notice of Assignee's intentions to commence operations, the approximate date of such commencement, the type of such operation and the approximate location of same. At the time Assignee enters onto the premises to prepare it for a well site, Assignee shall pay unto the Surface Owner for damages to the land used for the well site and related operations, a one-time fee of Five Thousand Dollars ($5,000), such payment to cover the initial exploration work for such well, reworking, drilling and production operations. Location site for any well or wells on the Leased Premises shall not exceed three acres unless agreed upon before construction of location. Assignee further agrees to pay Surface Owner the amount of Ten Dollars ($10.00) per rod for any pipelines constructed on the Leased Premises that have a diameter of six (6") inches or less. Assignee further agrees to pay Surface Owner the amount of Fifteen Dollars ($15.00) per rod for any pipelines constructed on the Leased Premises that have a diameter of above six (6") inches and up to twenty-four (24") inches. No pipelines in excess of twenty-four (24") inches shall be constructed on the Leased Premises without a re-negotiated provision and additional consideration as evidenced by the express written consent of Surface Owner. For any roads to be constructed on the Leased Premises, Assignee agrees to pay Lessor the amount of Fifteen Dollars ($15.00) per rod. In the event Assignee uses existing roads regularly in the course of drilling or production operations, Assignee shall compensate Surface Owner for such use at the rate of Two Dollars ($2) per rod of road so used. The above payments are to compensate the Surface Owner for damages anticipated to be suffered by the Surface Owner as a result of the above-specified operations during the term of the Lease. It is understood and agreed by Assignee that other and additional damages may be incurred and suffered by the Surface Owner during the conduct of Assignee's operations on said lands, such as damages to trees, fences, improvements, water wells, livestock, gates, cattle guards, bridges, fences and other improvements, and that appropriate and reasonable amounts shall be due and payable to the Surface Owner on the event such damages occur. Surface Owner and Assignee agree to negotiate in good faith to arrive at reasonable amounts to be paid to the Surface Owner for any such additional damages.

2. In conducting exploratory operations on the Leased Premises, all shot holes will be kept a sufficient distance away from Surface Owner's water wells so as not to cause any damage thereto, and in no event shall any shot holes be drilled nearer than five hundred feet (500') to any water well without the express written consent of the Surface Owner. In the event any of Surface Owner's water wells shall be damaged or ruined as a result of such exploratory operations, Assignee shall be liable to the Surface Owner for the damages occasioned thereby. Assignee agrees to promptly plug all shot holes, rake and pile all debris and restore the surface of said lands to substantially the same condition as before the commencement of such operations.

3. Assignee will not cut or go over any fence or fences of the Surface Owner in connection with any operations on the Leased Premises without first obtaining Surface Owner's consent thereto in writing. If Surface Owner consents to the cutting of a fence, the cuts must be made at the place designated by the

Surface Owner, and Assignee shall, prior to cutting an fence, brace the existing fence adequately on both sides of the proposed cuts so that when the fence is cut there will be no slackening of the wires. If a fence is cut for the purpose of creating a road or passage, Assignee shall install within the opening a gate or cattle guard, as may be designated by the Surface Owner.

4. Assignee agrees that it will use its best efforts to prevent fires on said lands and will use its best efforts to prevent, pick-up, and remove papers, boxes, sacks and containers and waste material of any kind from coming on the Leased Premises and littering the Leased Premises during the term of this Lease.

5. Assignee agrees all drilling mud shall be removed and all of Assignee's slush pits shall be filled and leveled within a reasonable length of time after cessation of operations and the Assignee shall proceed with reasonable diligence to restore the surface of said lands to as near to its original condition found prior to Assignee's operation as is practicable. Upon request of the Surface Owner, Assignee shall fence all drill sites, including slush pits and areas containing chemicals and other substances which may be harmful to livestock.

6. Without Surface Owner's written consent, no well shall have a surface location on said lands within five hundred feet (500') of any residence or any other residential structure.

7. Assignee shall be entitled to drill water wells for its use in operations on the Leased Premises provided that the Surface Owner has access to utilize excess water from such wells and in the event Assignee abandons the well, shuts it in, or otherwise ceases using it, Assignee shall turn the water well(s) over to Surface Owner. In the event Assignee elects to purchase water from Surface Owner for the surface water sources through Surface Owner's water rights or permits, Assignee shall pay to Surface Owner the amount of Three Dollars ($3) for each one thousand (1000) gallons so used.

8. Assignee and Surface Owner shall in good faith attempt to coordinate any cattle operations such as shipping so as to minimize any impact on Surface Owner's operation. Assignee shall use all reasonable means to accommodate Surface Owner when requested in a reasonable fashion to avoid Surface Owner suffering any damages in its ongoing operations.

9. All notices and other communications to the parties hereto shall be deemed to have been given or made when delivered in person or deposited in the United States mail, registered or certified mail, postage prepaid, addressed to the party to whom such communication is directed, as follows:

SURFACE OWNER
Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor
Phone: 307-362-5878 home, 307-362-0500 work
Fax: _____

ASSIGNEE
Ultra Resources, Inc.
304 Inverness Way South, Suite 295
Englewood, CO 80112
Phone: 303-708-9740
Fax: 303-708-9748

This Surface Use Agreement shall be binding upon and inure to the benefit of the Surface Owner, and the assigns of the Surface Owner, and Lessee, and the permitted assigns of Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of September 1, 2001.

SURFACE OWNER

By: Robert A Johnson Elden L Johnson Jr

Name: Robert A. Johnson and Elden L. Johnson, Jr., Trustees Under the Nellie S. Johnson Living Trust, dated May 1, 1989 Lessor

Title: Trustees

Date: _____

Robert A Johnson personally appeared before me in Sweetwater County WY on 9/17/01
David Peverley

DAVID PEVERLEY - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 6, 2002

ASSIGNEE

By: _____

Name: Ultra Resources, Inc.

Title: Agent

Date: 9/21/01

Subscribed and sworn to before me this 21st day of September 2001

Notary Public
My Commission Expires 05/25/2005
6355 Ward Road
Arvada, CO. 80004

Revised
STIPULATION OF INTERESTS

(Portion of USA Lease WYW- 118148)

This instrument affects only that certain oil and gas lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers the lands described on Exhibit "A," which lands are located in Sublette County, Wyoming, said lease being hereinafter referred to as the "Subject Lease."

The lease and lands described on Exhibit "A" are hereinafter referred to as the "Subject Lease and Lands." This instrument is made and entered into as of the 16th day of March, 2001 among the following parties, hereinafter collectively referred to as the "Working Interest Owners":

Working Interest Owner	Percentage
Williams Production Rocky Mountain Company a Delaware Corporation With an address of P.O. Box 3102 Tulsa, Oklahoma 74101 ('Williams")	34.666%
McMurry Energy Company a Delaware Corporation With an address of 370 17th Street, Suite 3020 Denver, CO 80202 ("McMurry")	33.000%
Fort Collins Consolidated Royalties, Inc. a Colorado corporation With an address of 370 17th Street, Suite 3050 Denver, Colorado 80202 ("Fort Collins")	24.084%
Nerd Energy, Inc. a Wyoming corporation With an address of P.O. Box 3003 Casper, WY 82602 ("Nerd")	8.250%

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

Jonah, LLC
P.O. Box 50910
Casper, Wyoming 82605-0910 ("Jonah, LLC")

Yvonneda M. Martin
1811 Miracle Drive
Casper, Wyoming 82609

Neil A. McMurry, also known as Mick McMurry
5410 E. 22nd Street
Casper, WY 82609

Joseph J. Scott
P.O. Box 928
Riverton, Wyoming 82501 ("Scott")

286732

RECORDED Oct. 10 2001 3:05 PM
IN BOOK 119 OGS PAGE 451
FEES $ 126.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

James W. Curry
1916 Rustic Drive
Casper, WY 82609-3413 ("Curry")

Doris McMurry
P.O. Box 5070
Casper, WY 82605 ("Doris")

Victor L. McMurry
3405 East Piro Court
Phoenix, Arizona 85044-3641("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
1151 Eagle Drive #463
Loveland, Colorado 80537-8020("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
468 North 6 Mile Road
Casper, WY 82604 ("Mortimer")

Casey Osborn
P.O. Box 561
Sheridan, Wyoming 82801 ("Osborn")

Annita Ealum
3720 East 18th Street
Casper, Wyoming 82609("Ealum")

Judy Lund,
formerly known as Judy Bannon
3935 Dorset Court
Casper, WY 82609-2419 ("Lund")

McMurry Limited Partnership
P.O. Box 50790
Casper, WY 82605 ("McMurry LP")

Weeks Oil Properties, LLC
a Colorado general partnership
P.O. Box 1881
Cheyenne, WY 82023 ("Weeks")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

Williams Production Rocky Mountain Company
P.O. Box 3102
Tulsa, Oklahoma 74101 ("Williams")

Edward M. Warner
P.O. Box 480046
Denver, CO 80248-0046 ("Warner")

W. Neil McMurry
P.O. Box 50790
Casper, Wyoming 82605 ("WN McMurry")

RECITALS

1. McMurry Oil Company ("MOC"), a predecessor in interest of all the working interest owners, acquired all of the oil and gas leasehold working interest in the Subject Lease and Lands, subject to an outstanding 5% of 8/8ths overriding royalty interest.

2. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded in the records of Sublette County, Wyoming on March 7, 1995 in Book 100 of Oil and Gas at Page 633, MOC conveyed a 0.61001% of 8/8ths overriding royalty interest in the Subject Lease and Lands to John W. Martin.

3. By Assignment of Overriding Royalty Interest dated effective September 1, 1994, and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 635 of the records of Sublette County, Wyoming, MOC assigned a total 0.8125% of 8/8ths overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

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

4. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 638 of the records of Sublette County, Wyoming, MOC conveyed a 0.0625% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Annita Ealum.

5. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 640 of the records of Sublette County, Wyoming, MOC conveyed a 0.0625% of 8/8ths overriding royalty interest in the Subject Lease and Lands to Judy Bannon, who has since changed her name to Judy Lund.

6. By Assignment of Overriding Royalty Interest dated effective September 1, 1994 and recorded March 7, 1995 in Book 100 of Oil and Gas at Page 642 of the records of Sublette County, Wyoming, MOC conveyed an overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

Wyoming, MOC conveyed an overriding royalty interest in the Subject Lease and Lands to the following parties in the amounts indicated:

Doris McMurry	0.077782%
Neil A. McMurry	0.077776%
Victor L. McMurry	0.077776%
Susan Anne Samuelson	0.077776%
Carol J. McMurry	0.077776%
Gayle L. Kinnison	0.077776%
Gary R. Wenzel	0.077776%
Kelly Sue Mortimer	0.077776%
McMurry Limited Partnership	0.077776%

This assignment recites that the overriding royalty conveyed totals 0.699936 of 8/8ths; in fact, the interests described total 0.69999% of 8/8ths.

7. By Conveyance, Assignment, Bill of Sale and Stipulation of Interest dated effective December 31, 1994 and recorded March 8, 1995 in Book 101 of Oil and Gas at Page 53 of the records of Sublette County, Wyoming, and in associated Assignments of Record Title Interest, dated February 3, 1995, MOC conveyed an undivided 50.5% of its working interest in the Subject Lease and Lands as follows:

Nerd Enterprises, Inc.	24.75%
Fort Collins	23.75%
Edward M. Warner	2.00%

In this instrument the parties stipulated that the working interests in the Subject Lease and Lands conveyed to Nerd Enterprises, Inc., Fort Collins and Edward M. Warner would each be subject to a proportionate share of overriding royalty interests totaling 7.0% of 8/8ths and that the retained 49.50% working interest of MOC would bear a proportionate share of overriding royalties totaling 7.0% of 8/8ths plus an additional overriding royalty interest burden of 49.50% of .5% of 8/8ths (i.e., a 0.2475% of 8/8ths overriding royalty interest) such that the net revenue interest attributable to the working interest of MOC would be equal to a proportionate share of 80% and that the net revenue interests attributable to the working interests of Nerd Enterprises, Inc., Fort Collins and Edward M. Warner would each be equal to a proportionate share of 80.5%.

8a. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 to be effective as of January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at Page 160 of the records of Sublette County, Nerd Enterprises, Inc. conveyed an undivided 50% of its right, title and interest in the Subject Lease and Lands, except the NE/4 of Section 31, Township 31 North, Range 107 West, although it was their intent to include said Lands to Fort Collins Consolidated Royalties, Inc.

8b. By Assignment of Record Title Interest dated February 7, 1995, approved April 27, 1995, to be effective April 1, 1995, Nerd Enterprises, Inc. as owner of 24.75% of the Record Title Interest, did assign to Fort Collins Consolidated Royalties, Inc. a 12.375% of the Record Title Interest to all of the Subject Lease and Lands. This assignment was in conjunction with and not in addition to the interest conveyed in 8a.

9. By Assignment of Overriding Royalty Interest dated February 14, 1995, but effective as of February 10, 1995 and recorded March 14, 1996 in Book 103 of Oil and Gas at Page 133, Nerd Enterprises, Inc. conveyed to Mick McMurry a 0.0061875% of 8/8ths overriding royalty interest in the Subject Lease and Lands. However, the parties intended that a 0.061875% of 8/8ths overriding royalty be conveyed so as to reduce the Nerd Enterprises, Inc. net revenue interest from a proportionate share of 80.5% to a proportionate share of 80%.

10. By Assignment of Overriding Royalty Interest dated effective January 1, 1996 and recorded April 22, 1996 in Book 103 of Oil and Gas at Page 274 of the records of Sublette County, Wyoming, Fort Collins conveyed a 5% of 8/8ths overriding royalty to WRW Energy Co. and a 1% of 8/8ths overriding royalty to Dianne E. Greene in the Subject Lease and Lands. The overriding royalty interests conveyed were made subject to proportionate reduction to the extent that the

attributable to the 36.125% working interest of Fort Collins in the Subject Lease and Lands from a proportionate share of 80.5% to a proportionate share of 74.5%.

11. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at Page 309 of the records of Sublette County, and associated Federal Forms, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner each conveyed an undivided 33.333% of their respective interests in the Subject Lease and Lands to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided with respect to each lease affected by the assignment that: (a) the net revenue interest attributable to the working interest received by CoEnergy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by any Assignor was subject to lease burdens totalling less than the proportionate share of 20%, such Assignor would and did reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the lease burdens attributable to the working interest conveyed by an Assignor was subject to lease burdens in excess of the proportionate share of 20%, such Assignor would and did convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%.

12. As a result of the CoEnergy Assignment: (a) Fort Collins conveyed an additional 0.662255% of 8/8ths (i.e., 5.5% of 12.041%) overriding royalty interest to CoEnergy in the Subject Lease and Lands, said overriding royalty to be borne out of Fort Collins' retained 2/3 of 36.125% (i.e., 24.084%) working interest; (b) McMurry neither conveyed nor reserved any overriding royalty interest in the Subject Lease and Lands; (c) Nerd neither conveyed nor reserved an overriding royalty interest in the Subject Lease and Lands; and (d) Warner reserved an overriding royalty of 0.003335% of 8/8ths (i.e., 0.5% x 0.667%), said overriding royalty to be borne out of the 0.667% working interest assigned to CoEnergy.

13. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at Page 476 of the records of Sublette County, Wyoming, CoEnergy conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest to Jane R. Crouch in the Subject Lease and Lands, as well as other lands. The overriding royalty interests conveyed to Marshall and Jane Crouch in the Subject Lease and Lands were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

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

15. By Assignment of Overriding Royalty Interest dated December 23, 1998 to be effective December 31, 1998 and recorded December 31, 1998 in Book 110 of Oil & Gas at Page 139 of the records of Sublette County, Wyoming, WRW Energy Co. conveyed all of its Overriding Royalty interest (5% of 8/8ths) in the subject lease and lands to Weeks Oil Properties, LLC.

16. By Agreement and Contribution of Properties dated April 21, 1999 to be effective January 1, 1999 and recorded April 28, 1999 in Book 111 of Oil and Gas at Page 143 of the records of Sublette County, Wyoming, MCNIC Oil & Gas Properties, Inc. transferred all of its interest in the subject oil & gas lease to its corporate parent MCNIC Oil & Gas Company which then immediately contributed the property to Rockies Acquisition Properties, Inc. Then by Certificate of Amendment to Certificate of Incorporation dated April 23, 1999 Rockies Acquisition Properties, Inc. changed its corporate name to Williams Production Rocky Mountain Company.

17. By Correction of Assignment of Overriding royalty interests dated April 24, 2000 and recorded in the records of Sublette County Wyoming, November 22, 2000 in Book 116 of Oil & Gas at Page 575, Nerd Enterprises, Inc. and Mick McMurry stipulated that the overriding royalty interest conveyed in the assignment of overriding royalty recorded in Book 103 of Oil & Gas at Page 133 conveyed a .061875% of 8/8ths overriding royalty interest instead of a .0061875% of 8/8ths overriding royalty.

18. By Assignment of Record Title Interest dated May 1, 2000, recorded March 23, 2001 in Book 117 of Oil & Gas at Page 371, McMurry Oil Company conveyed all of its interest in the Subject Lease and Lands to McMurry Energy Company.

19. By Assignment of Record Title Interest dated May 1, 2000 and recorded _____ in Book _____ of Oil & Gas at Page _____, Nerd Enterprises, Inc. conveyed all of its interest in the Subject Oil & Gas Lease and Lands to Nerd Energy Inc.

20. By Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000 and recorded August 16, 2000 in Book 115 of Oil & Gas at Page 682 of the records of Sublette County, amended certain assignments of Overriding Royalty Interest. This amendment was executed by McMurry Oil Company, Nerd Enterprises, Inc. and Fort Collins Consolidated Royalties, Inc., who stipulated as to the manner in which the Overriding Royalty Interests would be made with respect to production after June 1, 2000. Said amendment was not executed by Edward M. Warner nor Williams Production Rocky Mountain Company.

21. By Assignment of Overriding Royalty Interest dated effective June 1, 2000 and recorded in Book 116 Oil & Gas at Page 177 of the records of Sublette County, Wyoming. McMurry Energy Company conveyed a 2% Overriding Royalty interest in the Subject Lease and Lands to Susan Anne Samuelson (25%), Carol J, McMurry (25%) Gayle L. Kinnision (25%) and W. Neil McMurry (25%). The overriding royalty interest conveyed to Susan Samuelson, Carol J. McMurry, Gayle L Kinnison and W. Neil McMurry in the Subject Lease and Lands was made subject to proportionate reduction to the extent McMurry owned less than the entire working interest in said lease.

22. By Assignment of Overriding Royalty interest dated January 31, 2001, to be effective December 1, 2000 and Recorded _____in Book ___ Oil and Gas, Page ____ of the records of Sublette County, Wyoming, John W. Martin conveyed all of his overriding royalty interest in the Subject Lease and Lands to Jonah, LLC (91.5%) and Yvonneda M. Martin (8.5%).

23. By Assignment and Assumption Agreement dated December 28, 2000 to be effective November 1, 2000 recorded on January 17, 2001 in Book 117 Oil & Gas, Page 35 of the records of Sublette County, Wyoming Edward M. Warner conveyed to Williams Production Rocky Mountain Company all of his leasehold working interests in the Subject Lease and Lands, excluding any overriding royalty interests owned, and reserving an overriding royalty equal to the difference between (i) the total of all royalties, overriding royalties and other burdens affecting the conveyed working interest in the subject lands and (ii) 20%. This overriding royalty interest reserved shall be proportionately reduced to the extent Warner owns less than the entire working interest in said lease.

24. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the interests of the Working Interest Owners bear the burden of the interests of the Overriding Royalty Interest Owners therein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, it is hereby stipulated and agreed as follows:

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Lease and Lands are owned by the Working Interest Owners in the undivided percentages described on page 1 above, said percentage shares being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands created by the Assignments of Overriding Royalty Interest described in paragraphs 3, 4, 5 and 6 of the Recitals, above, are hereby recognized as valid and subsisting overriding royalty interests which shall be borne proportionately by the working interests of each of the Working Interest Owners.

3. The overriding royalty conveyed by Nerd Enterprises, Inc. to Mick McMurry and referred to in Recital 9 above shall be deemed to be a 0.061875% of 8/8ths overriding royalty interest and not 0.0061875% as erroneously stated in that assignment. Mick McMurry is one and

[redacted] [redacted] [redacted]

the same person as Neil A. McMurry. The 0.061875% overriding royalty interest of Mick McMurry, also known as Neil A. McMurry, shall be borne 1/3 by the working interest of Williams and 2/3 by the working interest of Nerd.

4. Of the 0.61001% of 8/8ths overriding royalty interest acquired by Martin pursuant to the assignment described in Recital 2 above, 0.36251% shall be borne proportionately by all working interest owners and the remaining 0.2475% overriding royalty interest shall be borne 1/3 by the working interest of Williams and 2/3 by the working interest of McMurry.

5. The overriding royalty interests of Weeks Oil & Gas Properties, Inc. and Dianne E. Greene referred to in Recital 10 above shall be borne one-third (1/3) out of the working interest of Williams and two-thirds (2/3) out of the working interest of Fort Collins in the Subject Lease and Lands.

6. It is understood and agreed that to the extent that Fort Collins conveyed both a working interest and an overriding royalty in the Subject Lease and Lands pursuant to the CoEnergy Assignment, the 0.662255% overriding royalty conveyed to CoEnergy shall NOT be deemed to have merged into the working interest conveyed to CoEnergy. Such overriding royalty shall constitute a separate and distinct burden upon the retained 24.084% working interest of Fort Collins, its successors and assigns.

7. The 0.003335% of 8/8ths overriding royalty interest of Edward M. Warner referred to in Recital No. 12 above shall be borne solely out of the working interest in the Subject Lease and Lands owned by Williams.

8. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 13, above, shall be borne solely out of the working interest in the Subject Lease and Lands owned by Williams, its successors and assigns, including without limitation those parties described in paragraph 10 below.

9. The intended result of the conveyances described in the Recitals above was that the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Lease and Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
Williams	34.666%	26.737215%*
McMurry	33.000%	25.740000%
Fort Collins	24.084%	17.280325%
Nerd	8.250%	6.600000%
Totals	100.000%	76.357540%

*Excludes the 0.662255% ORI owned by Williams and burdening the working interest of Fort Collins.

10. The intended result of the conveyances described in the Recitals above was that the overriding royalty interest in the Subject Leases and Lands are owned as follows:

Overriding Royalty Owner	Interest	Note
Jonah, LLC	.331697%	Borne proportionately by all WI owners
Yvonneda M. Martin	.030813%	Borne proportionately by all WI owners
Doris McMurry	.077782%	Borne proportionately by all WI owners
Neil A. McMurry	.077776%	Borne proportionately by all WI owners
Victor L. McMurry	.077776%	Borne proportionately by all WI owners
Susan Anne Samuelson	.077776%	Borne proportionately by all WI owners
Carol J. McMurry	.077776%	Borne proportionately by all WI owners
Gayle L. Kinnison	.077776%	Borne proportionately by all WI owners
Gary R. Wenzel	.077776%	Borne proportionately by all WI owners
Kelly Sue Mortimer	.077776%	Borne proportionately by all WI owners
McMurry Limited	.077776%	Borne proportionately by all WI owners

Partnership		
Neil A. McMurry	.250000%	Borne proportionately by all WI owners
Joseph J. Scott	.250000%	Borne proportionately by all WI owners
James W.Curry	.250000%	Borne proportionately by all WI owners
Judy Lund (aka Judy Bannon)	.062500%	Borne proportionately by all WI owners
Annita Ealum	.062500%	Borne proportionately by all WI owners
Casey Osborn	.062500%	Borne proportionately by all WI owners
Jonah LLC	.226463%	Borne 2/3 by MEC and 1/3 Williams
Yvonneda M. Martin	.021037%	Borne 2/3 by MEC and 1/3 Williams
Neil A. (Mick) McMurry	.061875%	Borne 1/3 by Williams and 2/3 by Nerd
Weeks Oil & Gas Properties	1.806250%	Borne 1/3 by Williams and 2/3 by FCCR
Dianne E. Greene	.361250%	Borne 1/3 by Williams and 2/3 by FCCR
Edward M. Warner	.003335%	Borne solely by Williams
Williams	.662255%	Borne solely by FCCR
Susan Anne Samuelson	.165000%	Borne solely by MEC
Carol J. McMurry	.165000%	Borne solely by MEC
Gayle L. Kinnison	.165000%	Borne solely by MEC
W. Neil McMurry	.165000%	Borne solely by MEC
Edward M. Warner	.006665%	Borne solely by Williams
Marshall Crouch	.166665%	Borne solely by Williams
Jane R. Crouch	.166665%	Borne solely by Williams
Total Overrides subject to this Stipulation	6.14246%	

11. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein, including without limitation the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Lease and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

12. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Lease and Lands.

13. This instrument may be executed in multiple counterparts, and shall be binding on the parties hereto, their respective heirs, successors and assigns.

14. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written, but effective for all purposes as of the date of first production from the Rainbow 7-31 well located in the SWNE of Section 31, Township 30 North, Range 107 West.

WORKING INTEREST OWNERS

ATTEST:

Name: SUE GRIFFIN
Title: Assistant Secretary
Date: 5.22.01

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: 5-22-01

MCMURRY ENERGY COMPANY

By: _____
STEVE VAN HOOK, Attorney-in-fact
Date: _____

ATTEST:

_____
Name: _____
Title: _____
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Date: _____

NERD ENERGY, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date: _____

_____
YVONNEDA M. MARTIN
Date: _____

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

_____
JOSEPH J. SCOTT
Date: _____

_____
JAMES W. CURRY
Date: _____

_____

460

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date: 5/22/01

J. D. Barnes
Attorney-in-Fact

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

[redacted] [redacted] [redacted]

DIANNE E. GREENE
Date:

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

EDWARD M. WARNER
Date:

RATIFYING PARTIES

ATTEST:

Sue Griffin
Name: SUE GRIFFIN
Title: Assistant Secretary
Date: 5.22.01

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: J. D. Barnes
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: 5/22/01

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

JOHN W. MARTIN
Date:

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. Barnes, as Attorney-in-Fact of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this 22nd day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

July 17, 2001

Susan A. Tyler
Notary Public
Address: P.O. Box 3102
Tulsa, OK 74101

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Steve Van Hook as Attorney-in-fact for **McMurry Energy Company**, a Delaware corporation, on behalf of the corporation, this 26th day of September, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
November 30, 2002

Notary Public
Address: 370 17th Street #3020
Denver, Colorado 80202

My Commission Expires 11/30/2002

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ for **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of **Nerd Energy, Inc.**, a Wyoming corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Edward M. Warner** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____
_____

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

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

MCMURRY ENERGY COMPANY

By: _____
STEVE VAN HOOK, Attorney-in-fact
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name: Brian C. Ferguson
Title: Secretary
Date: July 5, 2001

_____
Date: 6/25/01

NERD ENERGY, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date: _____

_____
YVONNEDA M. MARTIN
Date: _____

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

_____
JOSEPH J. SCOTT
Date: _____

_____
JAMES W. CURRY
Date: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Steve Van Hook as Attorney-in-fact for **McMurry Energy Company**, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Roger J. Biemans as President for **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this 25th day of June, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

JUDITH B. SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Mar. 17, 2004

My Commission Expires:
3-17-04

Judith B. Sisneros
Notary Public
Address: 370 - 17th Street, Suite 3050
Denver CO 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of **Nerd Energy, Inc.**, a Wyoming corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Edward M. Warner** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

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

MCMURRY ENERGY COMPANY

By:_____
STEVE VAN HOOK, Attorney-in-fact
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Date:_____

NERD ENERGY, INC.,
a Wyoming corporation

Mick McMurry
MICK McMURRY, President
Date: 4-21-01

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date:_____

_____
YVONNEDA M. MARTIN
Date:_____

Neil A McMurry
NEIL A. McMURRY, a/k/a MICK McMurry
Date: 9-30-01

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Steve Van Hook as Attorney-in-fact for **McMurry Energy Company**, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____as _____ for **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of **Nerd Energy, Inc.**, a Wyoming corporation, on behalf of the corporation, this 21st day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

6 Apr

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

Thomas R Blevins
Notary Public
Address: P.O. Box 3003
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Edward M. Warner** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Annita Ealum** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Judy Lund**, formerly known as Judy Bannon as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **W. Neil McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 30 day of September, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

6 April 2003

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

Thomas R Blevins
Notary Public
Address: P.O. Box 3003
Casper, WY 82602

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

MCMURRY ENERGY COMPANY

By:_____

STEVE VAN HOOK, Attorney-in-fact

Date:_____

ATTEST:

_____

Name:_____

Title:_____

Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____

Date:_____

NERD ENERGY, INC.,
a Wyoming corporation

_____

MICK McMURRY, President

Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____

JONAH, LLC

Date: 5/14/04

_____

YVONNEDA M. MARTIN

Date:_____

_____

NEIL A. McMURRY, a/k/a MICK McMurry

Date:_____

_____

JOSEPH J. SCOTT

Date:_____

_____

JAMES W. CURRY

Date: _____

_____

[redacted] [redacted] [redacted]

DIANNE E. GREENE
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

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

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

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

_____
JOHN W. MARTIN
Date: 3/14/01

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, this 14th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission Expires: 11-30-2002

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

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

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

MCMURRY ENERGY COMPANY

By:_____
STEVE VAN HOOK, Attorney-in-fact
Date:_____

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
Date:_____

NERD ENERGY, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date:_____

Yvonneda M. Martin
YVONNEDA M. MARTIN
Date: 5/18/01

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

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date: _____

_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Yvonneda M. Martin**, as an overriding royalty interest owner this 18 day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
January 7, 2004

BLYSS M. E. HANSEN-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires January 7, 2004

Blyss M. E. Hansen
Notary Public
Address: 41141 E. 2nd
Casper Wy 82609

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Victor L. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Susan Anne Samuelson** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Carol J. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

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

MCMURRY ENERGY COMPANY

By:_____
STEVE VAN HOOK, Attorney-in-fact
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

Date:_____

NERD ENERGY, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date:_____

_____
YVONNEDA M. MARTIN
Date:_____

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

Joseph J. Scott
JOSEPH J. SCOTT
Date: 4-27-01

_____
JAMES W. CURRY
Date: _____

_____

STATE OF Wyoming)
) ss.
COUNTY OF Fremont)

The foregoing instrument was acknowledged before me by **Joseph J. Scott** as an overriding royalty interest owner this 27th day of April, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Jan. 31, 2005

NOTARY PUBLIC
JUY A. JAMERMAN
COUNTY OF FREMONT
STATE OF WYOMING
My Commission Expires Jan. 31, 2005

Joy A. Jamerman
Notary Public
Address: 1700 N. Federal Blvd.
Riverton WY 82501

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **James W. Curry** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Doris McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jonah LLC**, as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

ATTEST:

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

MCMURRY ENERGY COMPANY

By:_____
STEVE VAN HOOK, Attorney-in-fact
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
Date:_____

NERD ENERGY, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
JONAH, LLC
Date:_____

_____
YVONNEDA M. MARTIN
Date:_____

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

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date: May 4, 2001

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Joseph J. Scott** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Az)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by **James W. Curry** as an overriding royalty interest owner this 1 day of May, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

"OFFICIAL SEAL"
Billie Barnes
Notary Public-Arizona
Maricopa County
My Commission Expires 8/13/2001

Billie Barnes
Notary Public
Address: 10333 Rockaway Hills
Scottsdale, AZ 85262

STATE OF Az)
) ss.
COUNTY OF Ma)

The foregoing instrument was acknowledged before me by **Doris McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jonah LLC**, as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date: 4/23/01

Doris McMurry

VICTOR L. McMURRY
Date:

SUSAN ANNE SAMUELSON
Date:

CAROL J. McMURRY
Date:

GAYLE L. KINNISON
Date:

GARY R. WENZEL
Date:

KELLY SUE MORTIMER
Date:

McMURRY LIMITED PARTNERSHIP
Date:

ANNITA EALUM
Date:

JUDY LUND, formerly known as Judy Bannon
Date:

W N McMURRY
Date:

WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:

CASEY OSBORN
Date:

WRW Energy Co. a Colorado General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Joseph J. Scott** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **James W. Curry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Doris McMurry** as an overriding royalty interest owner this 23rd day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Nov. 19, 2002

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

Linda J. Rook
Notary Public
Address: 768 W. Chalk Cr.
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jonah LLC**, as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

VICTOR L. McMURRY
Date: 5/8/01

SUSAN ANNE SAMUELSON
Date:_____

CAROL J. McMURRY
Date:_____

GAYLE L. KINNISON
Date: _____

GARY R. WENZEL
Date:_____

KELLY SUE MORTIMER
Date:_____

McMURRY LIMITED PARTNERSHIP
Date:_____

ANNITA EALUM
Date: _____

JUDY LUND, formerly known as Judy Bannon
Date:_____

W N McMURRY
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:_____

CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Yvonneda M. Martin**, as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by **Victor L. McMurry** as an overriding royalty interest owner this 9th day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
7/25/2004

Jodi L Gifford
Notary Public
Address: 3930 E. Ray Road
Phoenix, AZ 85044

Notary Public State of Arizona
Maricopa County
J L Gifford
Expires July 25, 2004

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Susan Anne Samuelson** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Carol J. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

Susan Anne Samuelson
SUSAN ANNE SAMUELSON
Date: 9-21-01

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date:_____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date:_____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Yvonneda M. Martin**, as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Victor L. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

R. GARAVENTA NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 15, 2005

The foregoing instrument was acknowledged before me by **Susan Anne Samuelson** as an overriding royalty interest owner this 24 day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Feb. 15, 2005

R Garaventa
Notary Public
Address: P.O. Box 1649
Cheyenne, WY 82003

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Carol J. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

Carol J McMurry
CAROL J. McMURRY
Date: 4/23/01

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Yvonneda M. Martin**, as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Victor L. McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Susan Anne Samuelson** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me by **Carol J. McMurry** as an overriding royalty interest owner this 3rd day of April, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

MY COMMISSION EXPIRES 11/13/2004

Kelly L Brandon
Notary Public
Address: 3710 N Mont
Loveland Co 80536

KELLY L. BRANDON NOTARY PUBLIC STATE OF COLORADO

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

Gayle L Kinnison
GAYLE L. KINNISON
Date: May 14, 2001

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gayle L. Kinnison** as an overriding royalty interest owner this 14 day of May, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
March 2, 2002

BETTY L. AULD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires March 2, 2002

Betty L. Auld
Notary Public
Address: 16 CB Lane
Pinedale, WY 82941

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gary R. Wenzel** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Kelly Sue Mortimer** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **McMurry Limited Partnership** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

Gary R Wenzel
GARY R. WENZEL
Date: 4/25/01

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gayle L. Kinnison** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gary R. Wenzel** as an overriding royalty interest owner this 25th day of April, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

MARY E. LOWNDES - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Oct. 27, 2001

Mary E. Lowndes
Notary Public
Address: 159 N. Wolcott
Casper, WY 82601

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Kelly Sue Mortimer** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **McMurry Limited Partnership** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date: 5-8-01
Kelly Sue Mortimer
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gayle L. Kinnison** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gary R. Wenzel** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Kelly Sue Mortimer** as an overriding royalty interest owner this 8 day of May, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
9/10/03

GAIL R. KELLY - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 10, 2003

Gail R. Kelly
Notary Public
Address: 234 E. 1st St.
Casper, Wy 82601

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **McMurry Limited Partnership** as an overriding royalty interest owner this _____ day of _____, 2001.
WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

Managing Partner
_____
McMURRY LIMITED PARTNERSHIP
Date: 4-23-01

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gayle L. Kinnison** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Gary R. Wenzel** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Kelly Sue Mortimer** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **McMurry Limited Partnership** as an overriding royalty interest owner this 23rd day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
Nov. 18, 2002

NOTARY PUBLIC
LINDA J. ROCK
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov. 18, 2002

Linda J. Rock
Notary Public
Address: 7616 W. Chalk Cr.
Casper, WY 82604

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____
Annita Ealum
ANNITA EALUM
Date: 4/26/01

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Annita Ealum** as an overriding royalty interest owner this 26th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 8, 2003

JUNE COWGER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Dec. 8, 2003

June Cowger
Notary Public
Address: 231 East Midwest
Casper Wy 82601

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Judy Lund**, formerly known as Judy Bannon as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **W N McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

Judy Lund
JUDY LUND, formerly known as Judy Bannon
Date: 4/26/01

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Annita Ealum** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Judy Lund**, formerly known as Judy Bannon as an overriding royalty interest owner this 26th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

My Commission Expires:
June 1, 2002

Caryl K Stafford
Notary Public
Address: 1023 Wolcott
Casper, Wy. 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **W N McMurry** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date: 4-23-01

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

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

497

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Annita Ealum** as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Judy Lund**, formerly known as Judy Bannon as an overriding royalty interest owner this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **W N McMurry** as an overriding royalty interest owner this 23rd day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

NOTARY PUBLIC
GREG T. STEVENS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 16, 2004

Greg T. Stevens
Notary Public
Address: P.O. Box 2499
Casper, Wy 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

[redacted] [redacted] [redacted]

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY
MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date: 7-2-01

WRW Energy Co. a Colorado General Partnership

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

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this 2 day of July, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6-28-2003

BRENDA TORRENS
Notary Public
Sheridan County, WY
My Commission Expires
June 28, 2003

Brenda Torrens
Notary Public
Address: Sheridan Wyoming

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of **WRW Energy Co.**, a Colorado general partnership, on behalf of the partnership, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____

DORIS McMURRY
Date:_____

_____
VICTOR L. McMURRY
Date:_____

_____
SUSAN ANNE SAMUELSON
Date:_____

_____
CAROL J. McMURRY
Date:_____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date:_____

_____
KELLY SUE MORTIMER
Date:_____

_____
McMURRY LIMITED PARTNERSHIP
Date:_____

_____
ANNITA EALUM
Date: _____

_____
JUDY LUND, formerly known as Judy Bannon
Date:_____

_____
W N McMURRY
Date:_____

_____
WILLIAMS PRODUCTION ROCKY MOUNTAIN CO.
Date:_____

_____
CASEY OSBORN
Date:_____

WRW Energy Co. a Colorado General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date: 9/21/01

DIANNE E. GREENE
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

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

Name:_____
Title:_____
Date:_____

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:_____
WILLIAM R. WEEKS, Manager
Date: 9/21/01

JOHN W. MARTIN
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this _____ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

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

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of **WRW Energy Co.**, a Colorado general partnership, on behalf of the partnership, this 21st day of September, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2003

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

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission Expires:_____

_____
Notary Public
Address: _____
_____

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

The foregoing instrument was acknowledged before me by **Weeks Oil Properties, LLC**, a Colorado limited liability company by William R. Weeks, as Manager on behalf of the company, this 21st day of September, ~~1999~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2005

Warren E. Mayo
Notary Public
Address: 1775 Sherman, #1400
Denver, Co 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **John W. Martin**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission Expires:_____

_____
Notary Public
Address: _____
_____

Dianne E Greene
DIANNE E. GREENE
Date: 5-7-01

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

EDWARD M. WARNER
Date:

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

By:
Name:
Title:
Date:

Name:
Title:
Date:

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

JOHN W. MARTIN
Date:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public
Address:

STATE OF South Carolina)
) ss.
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this 2nd day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 12, 2009

Pamela B. Stoutenmire
Notary Public
Address: 205 St. James Ave
Goose Creek, SC 29445

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **John W. Martin**, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

DIANNE E. GREENE
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 07-25-01

Jane R. Crouch
JANE R. CROUCH
Date: 7-25-01

_____
EDWARD M. WARNER
Date:_____

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

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

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

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

_____
JOHN W. MARTIN
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this _____ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF ~~Jefferson~~ Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this 25 day of July, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-26-2004

Notary Public
Address: 143 Union Blvd.
Lakewood Co 80228

STATE OF Colo)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this 25 day of July, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-26-2004

Notary Public
Address: 143 Union Blvd.
Lakewood, Co. 80228

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as general partner of **WRW Energy Co.**, a Colorado general partnership, on behalf of the partnership, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

DIANNE E. GREENE
Date:_____

MARSHALL C. CROUCH III
Date:_____

JANE R. CROUCH
Date:_____

EDWARD M. WARNER
Date: April 23, 2001

RATIFYING PARTIES

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

ATTEST:

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

Name:_____
Title:_____
Date:_____

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

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

JOHN W. MARTIN
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____of **Williams Production Rocky Mountain Company,** a Delaware corporation on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Steve Van Hook as Attorney-in-fact for **McMurry Energy Company**, a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____as _____ for **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Mick McMurry, as President of **Nerd Energy, Inc.**, a Wyoming corporation, on behalf of the corporation, this _____ day of _____, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **Edward M. Warner** as an overriding royalty interest owner this 25th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

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

My Commission Expires 11/30/2002

EXHIBIT "A" - LEASE SCHEDULE

to that certain Stipulation of Interests concerning a portion of USA Oil and Gas Lease WYW-118148

State of Wyoming, County of Sublette

Lease No.	Lessor	Lessee	Date	Description	Acres	Recorded Book	Recorded Page
WYW-118148	United States of America	R.K. O'Connell	12/1/89	Township 30 North, Range 107 West, 6th P.M. Section 20: E/2NE/4 Section 29: NE/4, SW/4 Section 30: E/2NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4 Section 32: SW/4, NE/4	1,122.08	115	23

512

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Horse Creek

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

Lease Serial No.

WYW-137343

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublease)*
   Street
   City, State, ZIP Code

EOG RESOURCES, INC.
600 17th Street, Suite 1100N
Denver, Colorado 80202

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all aditional 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 similiar 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 Similiar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North - Range 113 West, 6th P.M. Section 18: Lots 1, 2, 3, 4 and E/2W/2 Section 19: Lots 1, 2, 3, 4 and E/2W/2 Section 30: Lots 1, 2, and E/2NW/4 Insofar, and only insofar, as said Lease covers rights from the surface of the ground to the stratigraphic equivalent of the total depth drilled in the Horsecreek #1-30X well located in the NE/4SE/4 Sec. 30, T33N, R113W. Covering 791.12 acres, more or less, in Sublette County, Wyoming. This Assignment is made specifically conditioned upon and subject to the terms and provisions of that certain Farmout Agreement dated June15, 2001, and attachments thereto, by and between North American Resources Company, as Farmor, and EOG Resources, Inc., as Farmee.	100.00%	70.00%	30.00%	0.00%	2.50% x 8/8

286762

RECORDED Oct. 11 20 01 4:00 PM
IN BOOK 119 OR 6 PAGE 512
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ **Transfer approved effective** _____

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease Described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 7th day of September 2001 Executed this 12th day of September 2001

Transferor Or Agent and Attorney-in-fact: NORTH AMERICAN RESOURCES COMPANY

Mike J. Holland

Mike Holland, Senior Landman

1700 Broadway, Suite 2000

(Transferor's Address)

Denver, Colorado 80290

(City) (State) (Zip Code)

Transferee Or Attorney-in-fact: EOG RESOURCES, INC.

J. Michael Schween

J. Michael Schween
Agent and Attorney-In-Fact

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

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. *U.S. GPO: 1992-774-017 / 67023

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

On this 7th day of September, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Holland, who acknowledged himself to be the Agent and Attorney in Fact of North American Resources Company, and that he, as such Agent and Attorney in Fact, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

My commission expires December 5, 2001

Notary Public

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

On this 17th day of September, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Michael Schween, who acknowledged himself to be the Agent and Attorney in Fact of EOG RESOURCES, INC., and that he, as such the Agent and Attorney in Fact, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

My commission expires

July 9, 2005

Notary Public

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment of Overriding Royalty ("Assignment") dated effective August 1, 2001 ("Effective Date") is from ST Oil Company, 1801 Broadway, Suite 600, Denver, CO 80202, and III Exploration Company, P.O. Box 7608, Boise, ID 83707 ("Assignors") and Donald R. Hembre, 5913 S. Datura Ct., Littleton, CO 80120 ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby assign, transfer and deliver unto Assignee an overriding royalty interest of Two and One-Half Percent (2.50%) of 8/8ths to be borne proportionately in the amounts of Twenty Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration Company, of all oil, gas and other hydrocarbons produced saved and marketed from that certain Oil and Gas Lease further described in Exhibit "A" attached hereto and made a part hereof (the "Lease"), insofar as said Lease covers the lands described in Exhibit "A" (the "Lands"), EXCEPTING AND EXCLUDING the existing wells further described in Exhibit "A" ("Existing Wells") and all oil, gas and associated substances and other minerals produced or producible from the Existing Wells.

This Assignment of Oil and Gas Lease shall not serve to take away, add to, or in any way substitute an interest Assignee may already own in the Existing Wells, but shall serve to convey an overriding royalty interest in the Lease, insofar as it covers the Lands, and the production therefrom, exclusive of the Existing Wells.

All oil, gas and other hydrocarbons attributable to the overriding royalty assigned hereunder shall be delivered free of cost to Assignee in the pipelines serving the Lease and Lands of the tanks erected thereupon for the purpose of storing such products.

286763

RECORDED Oct. 11 2001 4:30 PM
IN BOOK 119 OKG PAGE 515
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baker

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

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

B. This Assignment shall be binding upon and inure toward the benefit of Assignors and Assignee, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED on the dates contained n the acknowledgements of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNORS

Attest

S T OIL COMPANY

By:

J. Samuel Butler

Title:

President

Attest

III EXPLORATION COMPANY

By:

Title:

By: Wm. C. Glynn

Title: President

ASSIGNEE

[redacted] [redacted] [redacted]

Donald R. Hembre

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

The foregoing instrument was acknowledged before me t his 4th day of October, 2001, by J. Samuel Butler, President of S.J. Oil Company.

Witness my hand and official seal.

PAMELA K REED NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2003

Pamela K. Reed
Residing at 1801 Broadway, Suite 600
Denver, CO 80202

STATE OF IDAHO }
} ss.
COUNTY OF Ada

The foregoing instrument was acknowledged before me this 21st day of September, 2001, by William C Glynn, as president of III Exploration Company.

Witness my hand and official seal.

Nov 9 2006
My commission expires:

D Kent Little
Notary Public

D. KENT LITTLE NOTARY PUBLIC STATE OF IDAHO

STATE OF COLORADO }
} ss.
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 9 day of OCTOBER, 2001, by Donald R. Hembre.

Witness my hand and official seal.

8/17/04
My commission expires:

Notary Public

LAURA A. SCHICK
NOTARY
PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES:
August 17, 2004

[redacted] [redacted] [redacted]

EXHIBIT 'A'

Attached hereto and made a part hereof that certain Assignment of Overriding Royalty Interest dated Effective August 1, 2001, by and between S T Oil Company and III Exploration Company as Assignors, and Donald R. Hembre as Assignee.

Oil and Gas Lease:

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 in February 20, 1980 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 and Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Townshp 31 North, Range 109 West, 6th P.M.
Sec. 10: NE/4SE/4, S/2SE/4
Sec. 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4
Sec. 14: Lots 1, 2, NE/4NW/4
Sec. 15: Lots 1, 2,
Also 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, Section 11; Lots 1 and 2, Section 14; and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.

Existing Wells:

Jensen No. 1 Well
Located 644.36 feet FEL and 1965.94 feet South of NW section corner of Sec. 11, Township 31 North, Range 109 West, 6th P.M., limited in depth from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen No. 1 well

Jensen No. 2 Well
Located 300 feet FSL and 460 feet FEL of Section 11, Township 31 North, Range 109 West, 6th P.M., limited in depth from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen No. 1 well

Jensen No. 3 Well
Located 1995 feet FNL and 737' FNL of Sec. 11, Township 31 North, Range 109 West, 6th P.M., limited in depth from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen No. 1well

Jensen No. 4 Well
Surface location being 803' FNL and 1812' FWL, bottom hole location being 659' FNL and 662' FWL of Section 14, Township 31 North, Range 109 West, 6th P.M., limited in depth from the surface to the stratigraphic equivalent of 11,306' as encountered in the Jensen #4 well

Jensen No. 1A Well
Sec. 11: Surface location being 1151' FWL and 1577' FNL, bottom hole location being 660' FWL and 1980' FNL of Section 11, Township 31 North, Range 109 West, 6th P.M.

[redacted] [redacted] [redacted]

BC Federal 10-5 Well
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of July 1, 2001, at 7:00 a.m., local time ("Effective Date"), is from **EOG RESOURCES, INC.,** a Delaware corporation having an address of 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202 ("Assignor") to **LABARGE MINERALS, INC.**, having an address of Box 209, La Barge, Wyoming 83123 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignee, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced there from or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

All of the above interests are referred to collectively as the "Interests".

286788

RECORDED Oct. 15 2001 9:45 AM
IN BOOK 119 OTG PAGE 521
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied.

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

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

Subsequent to the Effective Date, Assignee shall assume full responsibility for the Interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignee shall assume full responsibility for the Subject Properties and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents. Harmless from and again any and all losses, claims and demands caused by arising out of the ownership of or operations conducted on, the Subject Properties after the Effective Date.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

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

ASSIGNOR:

EOG RESOURCES, INC.

By: _____
J. Michael Schween
Agent and Attorney-in-Fact

ASSIGNEE:

ATTEST:

LABARGE MINERALS, INC.

By: _____

By: _____

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between EOG Resources, Inc., Assignor And **LaBarge Minerals, Inc.., Assignee, Dated** *Effective July 1, 2001.*

WELL

Well Name:	**BC Federal 10-5**
Located:	Township 27 North, Range 111 West
	Section 5: NW/4
County, State	Sublette County, Wyoming

ASSOCIATED LEASES

Lessor:	USA WYW-51347 *(EOG 0058347-000)*
Lease Date:	August 1, 1975
Description:	Insofar as and only insofar as lease covers:
	Township 27 North, Range 111 West
	Section 5: NW/4
	Sublette County, Wyoming

RESERVATIONS

Assignee is assigned Assignor's interest in the above Lease INSOFAR AND ONLY INSOFAR As the Lease relates to the **wellbore only of the BC Federal 10-5 Well** described above with all other rights being reserved and retained by Assignor.

ACKNOWLEDGMENTS

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

Before me, the undersigned authority, on this 24th day of July, 2001 appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

July 9, 2005

Carolyn S. Baughman
Notary Public

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

Before me, the undersigned authority, on this 17th day of August, 2001, personally appeared Maurits Haye, as Vice President of LABARGE MINERALS, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:
8-7-2002

Notary Public

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., a Delaware Corporation, hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Piney #10-16, located in the NW/4 SE/4 of Section 16, Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and covered by that certain State of Wyoming Oil and Gas Lease Number 89-00645, hereinafter referred to as "the Alpine Lease", between the State of Wyoming, acting by and through its Board of Land Commissioners, as Lessor, and Shama Kafar Limited Partnership, as Lessee.

For like consideration Shama Zoe sells, transfers, and assigns to Pannonian all of Shama Zoe's interest in all surface and production casing set to the Well Bore's total depth.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the landowner. Pannonian as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

286800

RECORDED Oct. 15 2001 11:20AM
IN BOOK 119 OTG PAGE 526
FEES $5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Crofts

[redacted] [redacted] [redacted]

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of this 16th day of July, 2001.

SHAMA ZOE LIMITED PARTNERSHIP,
a/k/a SHAMA KAFAR LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

PANNONIAN ENERGY INC.

By _____
Mark A. Erickson, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 16th day of July, 2001, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 27th day of July, 2001, personally appeared Mark A. Erickson, as President of Pannonian Energy Inc., a Delaware corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Alpine Joint Venture - I, LLC, hereinafter referred to as "Alpine JV-I", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., a Delaware Corporation, hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, all of Alpine JV-I's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Ross Federal #33-7, located in the NW/4 SE/4 of Section 7, Township 30 North, Range 110 West, 6th P.M., Sublette County, Wyoming, and covered by that certain Oil, Gas and Mineral Lease WYW-135438, effective April 1, 1993, hereinafter referred to as "the Alpine Lease", between the Bureau of Land Management (BLM), as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Alpine JV-I sells, transfers, and assigns to Pannonian all of Alpine JV-I's interest in the wellbore and the equipment set forth on Exhibit "A", attached hereto and made a part hereof.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Alpine JV-I harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Alpine JV-I shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the BLM or other landowner(s). Pannonian as part of the consideration for this conveyance, hereby fully releases and discharges Alpine JV-I, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Alpine JV-I, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

As part of the consideration for the execution and delivery of this instrument by Alpine JV-I, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

286801

RECORDED Oct. 15 2001 11:20AM
IN BOOK 119 OF B PAGE 528
FEES $ 10.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

GH
MH

[redacted] [redacted] [redacted]

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of July 16, 2001.

ALPINE JOINT VENTURE - I, LLC

By _____
Gilman A. Hill, Manager

PANNONIAN ENERGY INC.

By _____
Mark A. Erickson, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 16th day of July, 2001, personally appeared Gilman A. Hill, Manager of Alpine Joint Venture - I, LLC, a Colorado Limited Liability Company.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 27th day of July, 2001, personally appeared Mark A. Erickson, President of PANNONIAN ENERGY INC., a Delaware Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

EXHIBIT "A"

to Assignment and Bill of Sale of Well Bore, dated effective July 16, 2001, between Alpine Joint Venture - I, LLC and Pannonian Energy Inc.

EQUIPMENT

10,681 feet of P-110 tubing in the well. (339 joints and two 10' pup joints)
377 feet of P-110 tubing laid down on the wellsite (11 joints)
Baker Max Packer with Sliding Sleeve

10,000 psi 2-1/16" Wellhead

One 12' X 15' 300 bbl welded tank

3" tubing flowline (approximately 1,000 feet from location to Williams sales meter) Miscellaneous valves, fittings, and equipment

All equipment is conveyed "As Is" and Alpine Joint Venture - I, LLC makes no warranty, express or implied in fact or by law, whether of merchantability, fitness for any particular purposes, condition or safety of the equipment, compliance with Regulatory and environment requirements or otherwise.

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Alpine Joint Venture - I, LLC, hereinafter referred to as "Alpine JV-I", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., a Delaware Corporation, hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, all of Alpine JV-I's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Ross "A" Federal #13-19, located in the NW/4 SW/4 (2,618 feet fsl and 225 feet fwl) of Section 19, Township 30 North, Range 110 West, 6th P.M., Sublette County, Wyoming, and covered by that certain Oil, Gas and Mineral Lease WYW-139793, effective December 1, 1993, hereinafter referred to as "the Alpine Lease", between the Bureau of Land Management (BLM), as Lessor, and High Plains Associates, Inc., as Lessee.

For like consideration Alpine JV-I sells, transfers, and assigns to Pannonian all of Alpine JV-I's interest in all surface and production casing set to the Well Bore's total depth.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Alpine JV-I harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Alpine JV-I shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the BLM or other landowner(s). Pannonian as part of the consideration for this conveyance, hereby fully releases and discharges Alpine JV-I, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Alpine JV-I, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

As part of the consideration for the execution and delivery of this instrument by Alpine JV-I, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

286802

RECORDED Oct. 15 2021 11:20AM
IN BOOK 119 OF 6 PAGE 531
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of July 16, 2001.

ALPINE JOINT VENTURE - I, LLC

By _____
Gilman A. Hill, Manager

PANNONIAN ENERGY INC.

By _____
Mark A. Erickson, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 16th day of July, 2001, personally appeared Gilman A. Hill, Manager of Alpine Joint Venture - I, LLC, a Colorado Limited Liability Company.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 27th day of July, 2001, personally appeared Mark A. Erickson, President of PANNONIAN ENERGY INC., a Delaware Corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., a Delaware Corporation, hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Daniel #11-36, located in the NE/4 SW/4 of Section 36, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and covered by that certain State of Wyoming Oil and Gas Lease Number 93-00134, hereinafter referred to as "the Alpine Lease", between the State of Wyoming, acting by and through its Board of Land Commissioners, as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Shama Zoe sells, transfers, and assigns to Pannonian all of Shama Zoe's interest in all surface and production casing set to the Well Bore's total depth.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the landowner. Pannonian as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

286803

RECORDED Oct. 15 20 01 11:20 AM
IN BOOK 119 O&G PAGE 533
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of this 16th day of July, 2001.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and President

PANNONIAN ENERGY INC.

By _____
Mark A. Erickson, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 16th day of July, 2001, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 27th day of July, 2001, personally appeared Mark A. Erickson, as President of Pannonian Energy Inc., a Delaware corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, hereinafter collectively referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., a Delaware Corporation, hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Alpine Gas Company - Luman #13-22, located in the SW/4 SW/4 of Section 22, Township 32 North, Range 110 West, 6th P.M., Sublette County, Wyoming, and covered by the following described Oil and Gas Lease:

> Oil and Gas Lease dated December 12, 2000, by and between Doris B. Luman, a widow, as Lessor, and Starwood, Inc., a Texas Corporation, as Lessee, as recorded in the County Clerk's Office in Sublette County, Wyoming, in Book 117 O&G, at Page 277, covering the following described lands:
>
> Township 32 North, Range 110 West, 6th P.M.
> Section 22: SW/4SW/4
> Containing 40.00 acres, more or less.

and other lands, hereinafter referred to as the "Alpine Lease".

For like consideration Shama Zoe sells, transfers, and assigns to Pannonian all of Shama Zoe's interest in all surface and production casing set to the Well Bore's total depth.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Alpine Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the landowner. Pannonian as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

286804

RECORDED Oct. 15 2001 11:20AM
IN BOOK 119 O+G PAGE 535
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED and effective for all purposes as of this 16th day of July, 2001.

SHAMA ZOE LIMITED PARTNERSHIP,
d/b/a Alpine Gas Company,

By _____
Gilman A. Hill, General Partner and
President

PANNONIAN ENERGY INC

By _____
Mark A. Erickson, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 16th day of July, 2001, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership, and as President of Alpine Gas Company, a d/b/a of Shama Zoe Limited Partnership.

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

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 27th day of July, 2001, personally appeared Mark A. Erickson, as President of Pannonian Energy Inc., a Delaware corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

538

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Assignment, dated and effective as of July 16, 2001, from Shama Zoe Limited Partnership, a Colorado Partnership, whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNOR", to Pannonian Energy Inc., a Delaware Corporation, whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNEE".

WITNESSETH:

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

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Subject Lease as provided herein, but only to the extent that the Subject Lease covers the lands described on the attached 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 ASSIGNOR'S right, title, and interest in and to the Subject Lease, but only to the extent that it covers the lands described on the attached Exhibit "A".

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

1. Assignment of Oil and Gas Leases dated effective March 28, 2001, from Starwood, Inc. to Shama Zoe Limited Partnership, as recorded in the County Clerk's Office, in Sublette County, Wyoming, in Book 117 O&G, at Page 441.

2. The terms and provisions of the Subject Lease, including but not limited to, both landowner's royalty and any overriding royalties or burdens existing of record prior to the effective date of this Assignment. It is the intent of this Assignment to deliver an 80% Net Revenue Interest under the oil and gas leasehold assigned.

286805

RECORDED Oct. 15 2001 11:20AM
IN BOOK 119 O+G PAGE 538
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

BAH

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Lease is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

4. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Lease.

5. In the event ASSIGNEE shall at any time desire to surrender any or all of the Subject 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 ninety (90) 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.

TO HAVE AND TO HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants, and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth above.

ASSIGNOR:

SHAMA ZOE LIMITED PARTNERSHIP

By Gilman A. Hill
Gilman A. Hill, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of July, 2001, by Gilman A. Hill, General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

to Assignment of Oil and Gas Lease dated and effective July 16, 2001, from Shama Zoe Limited Partnership to Pannonian Energy Inc.

Sublette County, Wyoming

Oil and Gas Lease:
Date: 12/12/00
Lessor: Doris B. Luman, a widow,
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 277
Lands: Township 32 North, Range 110 West, 6th P.M.
Sec. 22: SW/4SW/4
Containing 40.00 acres, more or less.
Term: Five (5) Years

542

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Assignment, dated and effective as of July 16, 2001, from Shama Zoe Limited Partnership, a Colorado Partnership, whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNOR", to Pannonian Energy Inc., a Delaware Corporation, whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNEE".

WITNESSETH:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e., the "working interest") with respect to certain oil and gas leases as they cover the lands described on Exhibit "A", attached hereto and made a part hereof by this reference, hereinafter referred to as the "Subject Leases"; 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 the attached 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 ASSIGNOR'S right, title, and interest in and to the Subject Leases, but only to the extent that it covers the lands described on the attached Exhibit "A".

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

1. As to the applicable Subject Leases, Assignment of Oil and Gas Leases dated effective June 30, 2000, from Aztec Energy Corporation to Shama Zoe Limited Partnership, as recorded in the County Clerk's Office, in Sublette County, Wyoming, in Book 115 O&G, at Page 492.

2. As to the applicable Subject Leases, Assignment of Oil and Gas Leases dated effective March 28, 2001, from Starwood, Inc. to Shama Zoe Limited Partnership, as recorded in the County Clerk's Office, in Sublette County, Wyoming, in Book 117 O&G, at Page 441.

256806

RECORDED Oct. 15 2001 11:20 AM
IN BOOK 119 O&G PAGE 542
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

3. The terms and provisions of the Subject Leases, including but not limited to, both landowner's royalty and any overriding royalties or burdens existing of record prior to the effective date of this Assignment. It is the intent of this Assignment to deliver an 80% Net Revenue Interest under the oil and gas leasehold assigned.

4. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. 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.

6. In the event ASSIGNEE shall at any time desire to surrender any or all of the Subject Leases or allow said leases to terminate or expire as to all or any part of the lands covered thereby, ASSIGNEE shall so notify ASSIGNOR in writing thereof at least ninety (90) 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.

TO HAVE AND TO HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants, and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth above.

ASSIGNOR:

SHAMA ZOE LIMITED PARTNERSHIP

By Gilman A. Hill
Gilman A. Hill, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of July, 2001, by Gilman A. Hill, General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

to Assignment of Oil and Gas Leases dated and effective July 16, 2001, from Shama Zoe Limited Partnership to Pannonian Energy Inc.

Sublette County, Wyoming

This Assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation (which coincides with the top of the Lance Formation), which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open-hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SW/4NE/4 of Section 33, Township 32 North, Range 111 West;
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SE/4NW/4 of Section 2, Township 31 North, Range 110 West;
(3) 6,870 feet in the Billy #33-16 well, located in the NW/4SE/4 of Section 16, Township 31 North, Range 111 West;
(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NW/4SW/4 of Section 19, Township 30 North, Range 110 West;
(5) 8,010 feet in the Paradise #23-31 well, located in the NE/4SW/4 (Lot 7) of Section 31, Township 31 North, Range 109 West; and
(6) 8,686 feet in the Luman #11-25 well, located in the NE/4SW/4 of Section 25, Township 32 North, Range 110 West.

Lease 1.
Date: 2/22/00
Lessor: Leslie F. Wilcox, et ux,
Lessee: Aztec Energy Corporation
Record: Book 113 O&G, Page 493
Lands: Township 31 North, Range 110 West, 6th P.M.
Sec. 4: W/2SW/4
Sec. 9: SW/4
containing 240.00 acres, more or less.
Term: Three (3) Years

Lease 2.
Date: 3/01/00
Lessor: J. Marlon Higgins, et ux,
Lessee: Aztec Energy Corporation
Record: Book 114 O&G, Page 341
Lands: Same as Lease 1 above.
Term: Three (3) Years

Lease 3.
Date: 3/01/00
Lessor: Ted Lance Higgins 1989 Trust
Lessee: Aztec Energy Corporation
Record: Book 114 O&G, Page 335
Lands: Same as Lease 1 above.
Term: Three (3) Years

Lease 4.
Date: 3/15/01
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: Book 117 O&G, Page 335
Lands: Township 30 North, Range 110 West, 6th P.M.
Sec. 21: Lot 8 (36.35 acres), Lot 9 (43.01 acres), Lot 10 (26.11 acres), SE/4SW/4

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 145.47 acres, more or less.
Term: Three (3) years

Lease 5.
Date: 03/06/01
Lessor: Cornilia Baum Burke Family Trust of First National Bank of Omaha Trust Department
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 333
Lands: Township 31 North, Range 110 West, 6th P.M.
Sec. 17: NW/4SW/4, SE/4SW/4
Containing 80.00 acres, more or less.
Term: Five (5) years

Lease 6.
Date: 02/28/01
Lessor: Gordon M. Mickelson and Margaret G. Mickelson, husband and wife,
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 311
Lands: Township 31 North, Range 110 West, 6th P.M.
Sec. 21: W/2SW/4, SE/4SW/4
Sec. 28: E/2SW/4
Containing 200.00 acres, more or less.
Term: Three (3) Years

Lease 7.
Date: 12/12/00
Lessor: Doris B. Luman, a widow,
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 277
Lands: Township 32 North, Range 110 West, 6th P.M.
Sec. 27: NW/4SW/4
Sec. 28: SE/4SW/4
Sec. 32: SE/4SW/4
Sec. 33: N/2SW/4, SW/4SW/4
Containing 240.00 acres, more or less.
Term: Five (5) Years

547

548

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Assignment, dated and effective as of July 16, 2001, from Shama Zoe Limited Partnership, a Colorado Partnership, whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNOR", to Pannonian Energy Inc., a Delaware Corporation, whose address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112, hereinafter referred to as "ASSIGNEE".

WITNESSETH:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e., the "working interest") with respect to certain oil and gas leases as they cover the lands described on Exhibit "A", attached hereto and made a part hereof by this reference, hereinafter referred to as the "Subject Leases"; 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 the attached 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 ASSIGNOR'S right, title, and interest in and to the Subject Leases, but only to the extent that it covers the lands described on the attached Exhibit "A".

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

1. As to the applicable Subject Leases, Assignment of Oil and Gas Leases dated effective June 30, 2000, from Aztec Energy Corporation to Shama Zoe Limited Partnership, as recorded in the County Clerk's Office, in Sublette County, Wyoming, in Book 115 O&G, at Page 492.

2. As to the applicable Subject Leases, Assignment of Oil and Gas Leases dated effective March 28, 2001, from Starwood, Inc. to Shama Zoe Limited Partnership, as recorded in the County Clerk's Office, in Sublette County, Wyoming, in Book 117 O&G, at Page 441.

286807

RECORDED Oct 15 2001 11:20 A.M.
IN BOOK 119 O+G PAGE 548
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sorter

3. The terms and provisions of the Subject Leases, including but not limited to, both landowner's royalty and any overriding royalties or burdens existing of record prior to the effective date of this Assignment. It is the intent of this Assignment to deliver an 80% Net Revenue Interest under the oil and gas leasehold assigned.

4. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

5. 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.

6. In the event ASSIGNEE shall at any time desire to surrender any or all of the Subject Leases or allow said leases to terminate or expire as to all or any part of the lands covered thereby, ASSIGNEE shall so notify ASSIGNOR in writing thereof at least ninety (90) 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.

TO HAVE AND TO HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants, and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth above.

ASSIGNOR:

SHAMA ZOE LIMITED PARTNERSHIP

By Gilman A. Hill
Gilman A. Hill, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of July, 2001, by Gilman A. Hill, General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

EXHIBIT "A"

to Assignment of Oil and Gas Leases dated and effective July 16, 2001, from Shama Zoe Limited Partnership to Pannonian Energy Inc.

Sublette County, Wyoming

This Assignment covers and is effective only as to those depths and zones from the surface to the base of the Fort Union Formation (which coincides with the top of the Lance Formation), which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open-hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SW/4NE/4 of Section 33, Township 32 North, Range 111 West;
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SE/4NW/4 of Section 2, Township 31 North, Range 110 West;
(3) 6,870 feet in the Billy #33-16 well, located in the NW/4SE/4 of Section 16, Township 31 North, Range 111 West;
(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NW/4SW/4 of Section 19, Township 30 North, Range 110 West;
(5) 8,010 feet in the Paradise #23-31 well, located in the NE/4SW/4 (Lot 7) of Section 31, Township 31 North, Range 109 West; and
(6) 8,686 feet in the Luman #11-25 well, located in the NE/4SW/4 of Section 25, Township 32 North, Range 110 West.

Lease 1.
Date: 2/22/00
Lessor: Leslie F. Wilcox, et ux,
Lessee: Aztec Energy Corporation
Record: Book 113 O&G, Page 493
Lands: Township 31 North, Range 110 West, 6th P.M.
Sec. 4: W/2SW/4
containing 80.00 acres, more or less.
Term: Three (3) Years

Lease 2.
Date: 3/01/00
Lessor: J. Marlon Higgins, et ux,
Lessee: Aztec Energy Corporation
Record: Book 114 O&G, Page 341
Lands: Same as Lease 1 above.
Term: Three (3) Years

Lease 3.
Date: 3/01/00
Lessor: Ted Lance Higgins 1989 Trust
Lessee: Aztec Energy Corporation
Record: Book 114 O&G, Page 335
Lands: Same as Lease 1 above.
Term: Three (3) Years

Lease 4.
Date: 02/28/01
Lessor: Gordon M. Mickelson and Margaret G. Mickelson, husband and wife,
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 311
Lands: Township 31 North, Range 110 West, 6th P.M.
Sec. 28: E/2SW/4
Containing 80.00 acres, more or less.
Term: Three (3) Years

Lease 5.
Date: 12/12/00
Lessor: Doris B. Luman, a widow,
Lessee: Starwood, Inc.
Record: Book 117 O&G, Page 277
Lands: Township 32 North, Range 110 West, 6th P.M.
Sec. 28: SE/4SW/4
Sec. 32: SE/4SW/4
Containing 80.00 acres, more or less.
Term: Five (5) Years

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **High Plains Associates, Inc.**, 1557 Ogden Street, Suite 300, Denver, CO 80218, hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") in the percentages set opposite their names all of Assignor's right, title and interest in and to those certain Oil and Gas Leases described on Exhibit "A", insofar as said leases cover the described land in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Assignees	**Percentages Interest Conveyed**
Marcus Production, Inc. 621 17th Street, Suite 1710 Denver, CO 80293	3.25%
Odyssey Exploration, Inc. 122 Plum Creek Place Highlands Ranch, CO 80126	10.00%
South Pass Resources, Inc. 7182 So. Harrison Way Littleton, CO 80122-1933	2.75%
Stanley Energy W., Inc. 1776 Lincoln Street, Suite 410 Denver, CO 80203	84.00%

286816

RECORDED Oct. 15 2001 2:45 PM
IN BOOK 119 OF 6 PAGE 553
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Coles

This Assignment is made subject to all previously reserved or conveyed overriding royalties, reversionary interests, or other lease burdens effective or existing as of the effective date of this Assignment.

If Assignor's interest in the Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the interest conveyed hereby shall be reduced proportionately.

This Assignment is made without warranty of title of any kind, either expressed or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignees and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED this 5th day of October, 2001.

ATTEST:

By: _____
Robert D. Annear, Assistant Secretary

HIGH PLAINS ASSOCIATES, INC.

By: _____
Louis A. Oswald, III, President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

On this 5th day of October, 2001, before me, the undersigned Notary Public in and for said county and state, personally appeared Louis A. Oswald, III, President of High Plains Associates, Inc., to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by his authority.

Witness my hand and notarial seal this 5th day of October, 2001

My commission expires: 17th March, 2002

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil & Gas Leases dated 10/5/01, from High Plains Associates, Inc., as Assignor, to Markus Production, Inc.-3.25%; Odyssey Exploration, Inc.-10.00%; South Pass Resources, Inc.-2.75%, Stanley Energy W., Inc.-85.00%, as Assignee.

HPAI Lease #	*Lessor*	*Lessee*	*Date*	*County*	*State*	*Legal Description*	*Gross Acres*	*Book or Document #*	*Page*
9703	U.S.A. WYW-133763	High Plains Associates, Inc.	10/1/94	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 15: SE4SW4, S2SE4 Section 22: All	760.00	N/A	N/A
9704	U.S.A. WYW-133766	High Plains Associates, Inc.	10/1/94	Sublette	Wyoming	Township 27 North, Range 109 West, 6th P.M. Section 27: N2, SE4 Section 34: NE4, SE4NW4, S2 Section 35: All	1,640.00	N/A	N/A

(2 leases)

554

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
01 AUG -7 AM 9:00
RECEIVED
CASPER, WYOMING

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

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

Lease Serial No.

WYW-2108

286817

Type or print plainly in ink and sign in ink.

RECORDED Oct 15 2001 9:00 AM
IN BOOK 119 PAGE 555
FEES $ 8.00
SUBLETTE COUNTY CLERK PINEDALE, WYOMING
By Cathy Seaton

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, Zip Code

STONE ENERGY, L.L.C.
1670 BROADWAY, SUITE 2800
DENVER, COLORADO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 112 WEST SECTION 24: W/2 NW/4 CONTAINING 80 ACRES, MORE OR LESS LIMITED TO FORMATIONS BETWEEN THE STRATIGRAPHIC EQUIVALENT OF 4900 FEET AS IDENTIFIED IN THE MMC NO. 1 GOVERNMENT MOBIL TEST LOCATED IN THE SW/4 SE/4 OF SECTION 19-T27N-R111W, SUBLETTE COUNTY, WYOMING AND THE BASE OF THE BEAR RIVER FORMATION AS TESTED IN THE FEDERAL NO. 3-24 WELL SUBLETTE COUNTY, WYOMING	24.25352000	24.25352000	0.00000000	2.50000000	OF RECORD

FOR BLM USE ONLY –DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective SEP 01 2001

By: /s/ PAMELA J. LEWIS — Chief, Fluid Minerals Adjudication — OCT 22 2001
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

556

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, 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 leases issued in accordance with 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 a 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 24th day of July, 2001.

Executed this 1st day of August, 2001.

Name of Transferor	**XTO ENERGY INC.,** **Successor To Cross Timbers Oil Company** Please type or print	**STONE ENERGY, L.L.C.**
Transferor or Attorney-in-fact	Edwin S. Ryan, Jr. **Edwin S. Ryan, Jr., Vice President-Land**	**Transferee or Attorney-in-fact** (Signature) **Michael E. Cuba** **Denver District Land Manager**
	810 Houston Street (Transferor's Address)	
	Fort Worth (City) **Texas** (State) **76102** (Zip Code)	

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 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]

TERM ASSIGNMENT OF OPERATING RIGHTS

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **William H. Martin and Karen V. Martin, Trustees of the Martin Living Trust,** 400 West Illinois, Suite 1120, Midland, Texas 79701, hereinafter referred to as "Assignor", assigns **unto Berco Resources, LLC**, One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "Assignee", all of the Assignor's operating rights (the phrase "Operating Rights" is defined to be the exclusive right of possession and occupancy for the purpose of exploring, developing, operating, producing and marketing oil, gas and other liquid gaseous hydrocarbons) in that certain Oil and Gas Lease dated February 1, 1978, bearing Serial No. W-62117, from the United States of America to R. Ken Williams, INSOFAR AND ONLY INSOFAR AS said lease covers the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 111West, 6th PM
Section 21: Southeast Quarter (SE/4),
containing 160.00 acres, more or less,

hereinafter referred to as the "Assigned Premises".

1. Term. Unless extended by the Assignee fulfilling the Drilling Operations contained herein, this Assignment shall be for a term of three (3) years from the effective date hereof (the "Primary Term").

2. Drilling Operations. If Assignee commences Drilling Operations on or before the expiration of the three year primary term for a test well, that is drilled to a minimum depth of approximately ten thousand one hundred feet (10,100') testing the Frontier formation and if said test well is completed either as a producer or as a dry hole, this Assignment shall remain in full force and effect for as long as the leasehold covering the Assigned Premises remains in effect.

3. Force Majeure. Assignee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God, including but not limited to storms, floods, washouts, landslides and lightning; and laws, acts or orders of federal, state, municipal or other governments or governmental officers or agents under color of authority. If Assignee makes prudent and reasonable efforts, acting diligently to file, no less than six months prior to the end of the Primary Term, drilling permit(s) and if the appropriate governmental agencies fail to issue a permit to drill within 90 days after submittal by Assignee then force majeure as employed herein shall apply. If Assignee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this Assignment, or if Assignee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated, each and every provision of this Assignment that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this Assignment shall continue in full force. If any period of suspension occurs during the Primary Term, the time thereof shall be added to such term after notice of such suspension has been given by Assignee to Assignor.

4. Reservation of Overriding Royalty Interest. Assignor, reserves unto itself, its successors and assigns, an overriding royalty interest equal to the positive difference, if any, between twenty percent (20%), and the existing gross royalties, overriding royalties, and other lease burdens affecting the Lease and recorded as of the date hereof. If the Lease covers less than the entire oil, gas and mineral estate, and/or if this assignment covers less than the entire leasehold estate created by the Lease, then the overriding royalty herein reserved shall be proportionately reduced. The overriding royalty interest reserved by Assignor shall be free and clear of all costs of exploring, drilling, producing, separating, treating, and marketing such oil, gas and other liquid gaseous hydrocarbons. The overriding royalty reservation shall be a charge and burden upon the assigned Operating Rights, with the understanding, however, that said overriding royalty shall be less any and all production, severance or other taxes, except gathering taxes, levied and assessed against the same or against the production by which the same is measured and which Assignee may be authorized by law to deduct and pay. If Assignee secures an extension or renewal of any lease subject hereto prior to the termination of such lease, or within one (1) year thereafter, or if Assignee secures a new lease covering any or all lands described in said lease prior to termination or within one (1) year thereafter, then the overriding royalty reserved herein by Assignor shall attach to such extension, renewal or new lease, and Assignee shall execute a recordable instrument to evidence the overriding royalty interest of Assignor. Assignee will be solely responsible for disbursement of all revenue attributable to Assignor's overriding royalty interest reserved herein, except that this responsibility may be assigned by Assignee to third parties as long as the disbursement of revenue from the sale of gas production will be made by a single party and the disbursement of revenue from the sale of oil production will be made by a single party to Assignor.

5. Notices and Reports: Assignee shall furnish to Assignor the notices and reports as provided in Exhibit "A" attached hereto and shall conduct the tests and surveys provided for therein. Assignor's employees and authorized representatives shall have full access to the Assigned Premises and all wells and Assignee's operations thereon, and may witness such tests and surveys and the results thereof, and all operations conducted there under at Assignor's risk and expense.

6. Release Restrictions: Neither Assignee nor Assignor shall at any time release any portion of the Lease to the owner of the minerals thereunder, without the express written consent of the other party.

286840

RECORDED Oct. 11a 2018 8:40a M
IN BOOK 119 Misc PAGE 557
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

This Assignment is made expressly subject to the following terms, conditions and provisions:

A) This Assignment is made without warranty of title, express or implied except a special warranty by through and under Assignor.

B) This Assignment is made subject to the terms and provisions contained in that certain Oil and Gas Lease described above.

C) Assignor shall have no obligation to maintain the Oil and Gas Lease described above during the term hereof except to promptly deliver all notices received from the mineral owner of the Assigned Premises to Assignee.

The terms hereof shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.

EXECUTED this 3rd day of October, 2001, but effective as of June 1, 2001.

MARTIN LIVING TRUST

William H. Martin, Trustee

Karen V. Martin, Trustee

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 3rd day of October, 2001, by William H. Martin and Karen V. Martin, Trustees of the Martin Living Trust, and in the capacity therein stated.

My Commission expires: 5/18/2003

Notary Public

CAROLYN HARTZOGE
MY COMMISSION EXPIRES
May 18, 2003

EXHIBIT "A"

Attached to and made a part of that certain Term Assignment, dated effective June 1, 2001, between, William H. Martin and Karen V. Martin, Trustees of the Martin Living Trust, as Assignor and Berco Resources, LLC, as Assignee.

WELL REQUIREMENTS

1. Documents:

	Number of Copies*
Regulatory Reports (State and Federal)	1
Monthly Production Reports (as filed with the State)	1
Permit Application	1
Drilling Permit	1
Logs-Final Prints	1
Mud Log-Final Prints	1
Preliminary Core Analysis (if applicable)	1
Final Core Analysis (if applicable)	1
Directional Survey (if applicable)	1
DST Report (if applicable)	1
Geological Reports	1
Completion Reports	1

2. Daily Drilling Reports:
Faxed to the following person:

William H. Martin — FAX: 915/682-6037

3. Representative for Notices:

William H. Martin — Phone: 915/682-2128
FAX: 915/682-6037

560

206-004A

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 1995-JES

THIS AGREEMENT, Entered into this the 1st day of August, 20 01
between

Grace E. Sulenta, a married woman dealing in her sole and separate property
P.O. Box 377, Pinedale, WY 82941 hereinafter called Lessor, and

Energy West Services, LLC, P.O. Box 1441, Denver, CO 80201, hereinafter called Lessee.

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

Township 33 North, Range 110 West, 6th P.M.
Section 10: SW/4SE/4
Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4, NW/4SE/4

See attached Exhibit "A" for addtional provisions to this lease.

and containing 360.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years with option to renew for two (2) years-see attached Exhibit A from this date and as long thereafter as oil or gas of whatsoever nature or produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations 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 reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal 15.0% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, proceeds from the leased premises or used in the manufacture of gasoline or other products, the market value at the well of 15.0% of the gas sold or used, provided that on gas sold the royalty shall be 15.0%, 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, compression, 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 a royalty of 15.0% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time, and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as 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; further 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 in made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute 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 written above.

Grace E. Sulenta

Grace E. Sulenta
SS#: 520-24-7714-A

286841

RECORDED Oct. 16, 2001 9:05 AM
IN BOOK 119 OAG PAGE 560
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this 23rd day of August, 20 01, personally appeared Grace E. Sulenta and _____

to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

MINDY SEEHAFER – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 11/07/2004

My commission expires 11-7-04

Mindy Seehafer
Notary Public
Address:

STATE OF _____)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

)ss.

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, on this _____ day of _____, 20____, personally appeared ____ _____ and _____

to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

_____
Notary Public
Address:

STATE OF _____)

ACKNOWLEDGMENT - CORPORATE & PARTNERSHIP

)ss.

COUNTY OF _____)

On this ____ day of _____, 20 ____, before me, a Notary Public, personally appeared _____ _____ and _____ to me known, and being duly sworn, did say that _____ is/are the _____ and _____ of _____ _____ and that the seal affixed to said instrument was signed and sealed on behalf of said corporation authority of Board of Directors and said _____ acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

_____
Notary Public
Address:

No. _____

From: _____

_____

To: _____

_____

Dated: _____, 19_____

_____ County, _____

This instrument was filed for record on the _____ day ____ of _ _____, 20___ at _____ o'clock_____ M., and duly recorded in Volume_____ Page _____ of _____ _____ records of this office.

_____
County Clerk

By _____

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

EXHIBIT "A"
attached to and made a part of that certain oil and gas lease dated
August 1, 2001 from Grace E. Sulenta, a married woman dealing in her sole and separate property,
as Lessor, to Energy West Services, LLC, as Lessee.

ADDITIONAL PROVISIONS TO THIS LEASE:

1. Notwithstanding anything contained herein, Lessee is hereby given the option to extend the primary term for two (2) years from the end of the original primary term. This option may be exercised by the Lessee at any time during the last year of the original primary term by paying a sum of Sixty and no/100 Dollars ($60.00) per net mineral acre to the Lessor or to such parties entitled to receive said option payment. Said payment shall be based upon the number of net mineral acres then covered by this lease. Should this option be exercised as herein provided it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If at the expiration the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations ceases from which to exercise this option.

2. Lessee shall pay for all damages caused by its operations on the leased premises, whether or not said operations were conducted in negligent manner, including, without limitation, damages to livestock and animals. Further, Lessee agrees to pay for all damages to the buildings, improvements, fences, and the surface of the leased premises, including, soil, terracing, grading, and irrigation ditches, which are caused by Lessee's operation on the leased premises.

3. Prior to the construction of any new roads, pipelines, tank batteries, installations, or other equipment on the leased premises, Lessee shall consult with the surface owner, and/or the tenant, as to the location and direction of same.

4. Lessee agrees to install all production equipment, meter houses and/or metering equipment on the leased premises along and adjacent to access roads, whenever possible, provided the well or wells can be satisfactorily and safely produced from that location.

5. Lessee agrees to maintain all well sites, storage tank locations, or any other areas used in its lease operations and keep said areas reasonably free of trash and refuse.

6. In the event that Lessee elects to abandon this lease, Lessee shall remove all trash and debris, fill all pits and ponds, remove all structures created by Lessee's operations and to restore all of the leased premises that were utilized by Lessee during its operations thereon as nearly to its former condition as is possible, natural wear and tear and damages by the elements excepted. Lessee shall complete all clean up and restoration requirements as soon as is practicable, weather and terrain permitting.

7. Lessee will use its best efforts and follow the general practices customary within the industry to protect all fresh water strata on the leased premises and to protect the surface of

8. The leased premises from pollution, salt water and other refuse. Further, Lessee shall conduct its operations in such a manner as to protect Lessor's uncontaminated surface water

9. Lessee agrees to comply with all Federal, state and local laws and regulations pertaining to Air, Water and Hazardous Waste while conducting operations on the leased premises.

10. Lessee shall not conduct seismic or geophysical operations on the leased premises without first advising Lessor.

11. With regard to the leased premises, Lessee shall conduct its operations in such a manner to reasonably allow cattle to continue its movement on and about any access roads and well site areas including, if necessary, the construction of fencing around existing cattle paths. Lessee shall fence off any drainage pits located on will site areas. Excepting for the fencing of cattle paths and drainage pits, Lessee shall not construct any fences, cattle guards or other improvements, nor shall Lessee modify existing fences, cattle guards or other improvements located on Lessor's land without prior consent of Lessor, which consent shall not be unreasonably withheld.

PLEASE INITIAL ES

[redacted] [redacted] [redacted]

EXHIBIT "A"
attached to and made a part of that certain oil and gas lease dated
August 1, 2001 from Grace E. Sulenta, a married woman dealing in her sole and separate property,
as Lessor, to Energy West Services, LLC, as Lessee.

12. Notwithstanding the provisions of this lease to the contrary, Lessor and Lessee shall negotiate the usage and compensation of any surface water used from the leased premises for Lessee's operations thereon, and that Lessee shall not have the right, free of cost, to use surface water produced on the leased premises.

13. Lessee agrees not to locate any surface operations on the leased premises within 1,320 feet of any buildings, structures, or water wells located on the leased premises without the express written permission of Lessor.

14. In the event that Lessee's operations damage any water well located on the leased premises, Lessee shall, at its sole cost and expense, commence immediate repair or replacement of said damaged well.

15. Any irrigation ditches or canals that are disturbed during the construction, drilling or completion operations of Lessee shall be reconstructed within a reasonable time so as not to interfere with the carrying capacity of irrigation water in said ditches or canals.

Signed for Identification

Grace E. Sulenta

Grace E. Sulenta

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564

:'\u-004D

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 1995-JES

THIS AGREEMENT, Entered into this the 1st day of August ,20 01
between

Travis J. Hubbard, a married man dealing in his sole and separate property
4318 E. Stubblefield Court, Idaho Falls, ID 83406 hereinafter called Lessor, and

Energy West Services, LLC, P.O. Box 1441, Denver, CO 80201, hereinafter called Lessee.

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

Township 33 North, Range 110 West, 6th P.M.
Section 10: SW/4SE/4
Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4

286842

RECORDED Oct. 11a 2001 9:05 AM
IN BOOK 119 O+G PAGE 564
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scoles

and containing 320.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years with option to renew for two (2) years-see attached Exhibit A from this date and as long thereafter as oil or gas of whatsoever nature or produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations 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 reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal 15.0% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, proceeds from the leased premises or used in the manufacture of gasoline or other products, the market value at the well of 15.0% of the gas sold or used, provided that on gas sold the royalty shall be 15.0%, 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, compression, 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 a royalty of 15.0% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time, and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as 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; further 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 in made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute 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 written above.

Travis J. Hubbard
SS#: 520-11-4590

STATE OF Idaho)

)ss.

COUNTY OF Bonneville)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this 20 day of August, 20 01, personally appeared Travis J Hubbard

to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that he duly executed same as his free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

AMY ROLLENE
Notary Public
State of Idaho

My commission expires 7-6-07

Notary Public
Address: Bonneville County

STATE OF _____)

)ss.

COUNTY OF _____)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this _____ day of _____, 20_____, personally appeared _____

_____ and _____

to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

STATE OF _____)

)ss.

COUNTY OF _____)

ACKNOWLEDGMENT - CORPORATE & PARTNERSHIP

On this _____ day of _____, 20 ____, before me, a Notary Public, personally appeared _____

_____ and _____ to me known, and being duly sworn, did say that

_____ is/are the _____ and _____ of _____

_____ and that the seal affixed to said instrument was signed and sealed on behalf of said corporation

authority of Board of Directors and said _____ acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

No. _____

From: _____

_____

To: _____

_____

Dated: _____, 19_____

_____ County, _____

This instrument was filed for record on the _____ day ____ of _____, 20___ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of _____ _____ records of this office.

_____

County Clerk

By _____

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

EXHIBIT "A"

attached to and made a part of that certain oil and gas lease dated August 1, 2001 from Travis J. Hubbard, a married man dealing in his sole and separate property, as Lessor,

to Energy West Services, LLC, as Lessee.

OPTION TO EXTEND OIL AND GAS LEASE

Notwithstanding anything contained herein, Lessee is hereby given the option to extend the primary term for two (2) years from the end of the original primary term. This option may be exercised by the Lessee at any time during the last year of the original primary term by paying a sum of Sixty and no/100 Dollars ($60.00) per net mineral acre to the Lessor or to such parties entitled to receive said option payment. Said payment shall be based upon the number of net mineral acres then covered by this lease.

Should this option be exercised as herein provided it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If at the expiration the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations ceases from which to exercise this option.

Signed for Identification

Travis J. Hubbard

[redacted] [redacted] [redacted]

203-004C

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 1995-JES

THIS AGREEMENT, Entered into this the 1st day of August, 2001
between

Wayne F. Hubbard, a single man
4318 E. Stubblefield Court, Idaho Falls, ID 83406 hereinafter called Lessor, and

Energy West Services, LLC, P.O. Box 1441, Denver, CO 80201, hereinafter called Lessee.

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

286843

Township 33 North, Range 110 West, 6th P.M.
Section 10: SW/4SE/4
Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4

Oct. 16 2001 9:05
IN BOOK 119 Opt 6 PAGE 567
FEES $ 10.00 CONVEYANCE
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

and containing 320.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years with option to renew for two (2) years-see attached Exhibit A from this date and as long thereafter as oil or gas of whatsoever nature or produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations 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 reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal 15.0% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, proceeds from the leased premises or used in the manufacture of gasoline or other products, the market value at the well of 15.0% of the gas sold or used, provided that on gas sold the royalty shall be 15.0%, 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, compression, 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 a royalty of 15.0% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time, and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as 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; further 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 in made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute 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 written above.

Wayne F. Hubbard

Wayne F. Hubbard
SS#: 520-11-2899

STATE OF IDAHO)
)ss.
COUNTY OF Bonneville)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this 12 day of August, 20 01, personally appeared Wayne E. Hubbard and _____ to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 5/16/2002

Notary Public
Address: 815 1st Street Idaho Falls ID 83401

STATE OF _____)
)ss.
COUNTY OF _____)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this _____ day of _____, 20____, personally appeared _____ and _____ to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

STATE OF _____)
)ss.
COUNTY OF _____)

ACKNOWLEDGMENT - CORPORATE & PARTNERSHIP

On this _____ day of _____, 20 ____, before me, a Notary Public, personally appeared _____ and _____ to me known, and being duly sworn, did say that _____ is/are the _____ and _____ of _____ and that the seal affixed to said instrument was signed and sealed on behalf of said corporation authority of Board of Directors and said _____ acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

No. _____

From: _____

_____

To: _____

_____

Dated: _____, 19_____

_____ County, _____

This instrument was filed for record on the _____ day ____ of _____, 20___ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of _____ _____ records of this office.

_____

County Clerk

By _____

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

EXHIBIT "A"

attached to and made a part of that certain oil and gas lease dated August 1, 2001 from Wayne F. Hubbard, a single man, as Lessor, to Energy West Services, LLC, as Lessee.

OPTION TO EXTEND OIL AND GAS LEASE

Notwithstanding anything contained herein, Lessee is hereby given the option to extend the primary term for two (2) years from the end of the original primary term. This option may be exercised by the Lessee at any time during the last year of the original primary term by paying a sum of Sixty and no/100 Dollars ($60.00) per net mineral acre to the Lessor or to such parties entitled to receive said option payment. Said payment shall be based upon the number of net mineral acres then covered by this lease.

Should this option be exercised as herein provided it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If at the expiration the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations ceases from which to exercise this option.

Signed for Identification

Wayne F. Hubbard

Wayne F. Hubbard
520-11-2699

206-004B

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 1995-JES

THIS AGREEMENT, Entered into this the 1st day of August, 20 01
between

Larry W. Hubbard and Linda D. Hubbard, husband and wife
4318 E. Stubblefield Court, Idaho Falls, ID 83406 hereinafter called Lessor, and

Energy West Services, LLC, P.O. Box 1441, Denver, CO 80201, hereinafter called Lessee.

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

286844

Oct. 16 2001 9:05a
BOOK 119 OR 6 PAGE 570
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Saxton

Township 33 North, Range 110 West, 6th P.M.
Section 10: SW/4SE/4
Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4

and containing 320.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years with option to renew for two (2) years-see attached Exhibit A from this date and as long thereafter as oil or gas of whatsoever nature or produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations 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 reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal 15.0% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, proceeds from the leased premises or used in the manufacture of gasoline or other products, the market value at the well of 15.0% of the gas sold or used, provided that on gas sold the royalty shall be 15.0%, 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, compression, 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 a royalty of 15.0% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time, and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as 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; further 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 in made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute 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 written above.

Larry W. Hubbard
SS#: 520 46 6477

Linda D. Hubbard
SS# 520 62 3246

[redacted] [redacted] [redacted]

STATE OF Idaho)

)ss.

COUNTY OF Bonneville)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this 20th day of August 2001, personally appeared Larry W. Hubbard and Linda D. Hubbard to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that they duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

KOREEN D. OESTELEE NOTARY PUBLIC STATE OF IDAHO

My commission expires 7-23-06

Koreen D. Oestelee
Notary Public
Address: 2517 E. 94th N.
Idaho Falls, ID 83401

STATE OF_____)

)ss.

COUNTY OF_____)

ACKNOWLEDGMENT -- INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this_____day of _____,20_____, personally appeared ____ _____and _____ to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

_____
Notary Public
Address:

STATE OF_____)

)ss.

COUNTY OF_____)

ACKNOWLEDGMENT – CORPORATE & PARTNERSHIP

On this_____day of _____,20 ____, before me, a Notary Public, personally appeared_____ _____and_____to me known, and being duly sworn, did say that _____is/are the_____and _____ of_____ _____and that the seal affixed to said instrument was signed and sealed on behalf of said corporation authority of Board of Directors and said_____ acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

_____
Notary Public
Address:

No. _____

From:_____

_____

To:_____

_____

Dated:_____, 19_____

_____County,_____

This instrument was filed for record on the _____day ____of _ _____, 20___ at _____o'clock_____M., and duly recorded in Volume_____Page _____of_____ _____records of this office.

_____

County Clerk

By _____

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

EXHIBIT "A"

attached to and made a part of that certain oil and gas lease dated August 1, 2001 from Larry W. Hubbard and Linda D. Hubbard, husband and wife, as Lessor, to Energy West Services, LLC, as Lessee.

OPTION TO EXTEND OIL AND GAS LEASE

Notwithstanding anything contained herein, Lessee is hereby given the option to extend the primary term for two (2) years from the end of the original primary term. This option may be exercised by the Lessee at any time during the last year of the original primary term by paying a sum of Sixty and no/100 Dollars ($60.00) per net mineral acre to the Lessor or to such parties entitled to receive said option payment. Said payment shall be based upon the number of net mineral acres then covered by this lease.

Should this option be exercised as herein provided it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If at the expiration the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations ceases from which to exercise this option.

Signed for Identification

Larry W. Hubbard

Linda D. Hubbard

On this the 20th of August 2001, personally appeard before me, Larry W. Hubbard and Linda D. Hubbard. Known to me to be the persons who signed this instrument.

State of Idaho
County of Bonneville

My Commission Expires: 7-31-06

KOREEN DURSTELER NOTARY PUBLIC STATE OF IDAHO

[redacted] [redacted] [redacted]

RECEIVED
JUL 28 1958

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment, made and entered into this the 30th day of June, 1958, by and between Hondo Oil and Gas Company, herein called Assignor, and Malco Refineries, Inc. of P. O. Box 660, Roswell, New Mexico, herein called Assignee.

W-I-T-N-E-S-S-E-T-H:

That the undersigned Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to Assignor in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer and convey, without any warranty of title whatsoever either express or implied, unto said Assignee, its successors and assigns, an overriding royalty interest equal to Two per cent of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from that certain Oil and Gas Lease made and entered into on the 1st day of June, 1951, by and between the United States, as Lessor, and Donald B. Anderson, as Lessee, bearing Wyoming Serial No. 06286, insofar and only insofar as said Oil and Gas Lease covers and affects the following described lands situated in Sublette County, Wyoming, to-wit:

Township 32 North, Range 109 West, 6th P.M.
Section 27: W½, SE¼
Section 28: E½
Section 33: E½
Section 34: All
Section 35: All

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

or any modifications, extensions or renewals thereof.

To Have and To Hold said overriding royalty interest unto said Assignee, its successors and assigns, forever.

Executed the day and year first hereinabove written.

ATTEST:

Secretary

HONDO OIL AND GAS COMPANY

By
President

286845

RECORDED October 16 2001 9:50a M
IN BOOK 119 O&G PAGE 573
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

On this 18th day of July, 1958, before me appeared Donald B. Anderson, to me personally known, who, being by me duly sworn, did say that he is President of Hondo Oil and Gas Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said Donald B. Anderson acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:
6-30-60

Notary Public in and for County of
Chaves, State of New Mexico

RECEIVED
AUG 14 1957

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment, made and entered into this the 25 day of July, 19 57, by and between Donald B. Anderson herein called Assignor, and Hondo Oil and Gas Company of Box 660, Roswell, New Mexico herein called Assignee.

W-I-T-N-E-S-S-E-T-H:

That the undersigned Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to Assignor in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer and convey, without any warranty of title whatsoever either express or implied, unto said Assignee, its successors and assigns, an overriding royalty interest equal to One per cent of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from that certain Oil and Gas Lease made and entered into on the 1st day of June, 19 51, by and between the United States, as Lessor, and Donald B. Anderson, as Lessee, bearing Wyoming Serial No. 06286, insofar and only insofar as said Oil and Gas Lease covers and affects the following described lands situated in Sublette, County, Wyoming, to-wit:

Township 32 North, Range 109 West, 6th P.M.
Section 27: W½, SE¼
Section 28: E½
Section 33: E½
Section 34: All
Section 35: All

or any modifications, extensions or renewals thereof.

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

To Have and To Hold said overriding royalty interest unto said Assignee, its successors and assigns, forever.

Executed the day and year first hereinabove written.

Donald B. Anderson

STATE OF New Mexico)
COUNTY OF Chaves)

On this 25 day of July, 19 57, before me personally appeared Donald B. Anderson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission expires:

6-30-60

H. E. Hennington
Notary Public

286846

RECORDED Oct. 16 2001 9:50 AM
IN BOOK 119 O&G PAGE 574
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
BY Cathy Saxton

STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 19___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ 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.

My Commission expires:

_____
Notary Public

512672

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

RECEIVED
MAR - 9 1953
Bureau of Land Management
Wyoming State Office

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
WYOMING LAND OFFICE
SERIAL NO. 06286

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Blue Royalties, Inc., a New Mexico corporation, by virtue of an agreement or assignment dated the 9th day of June, 1952, between the said Blue Royalties, Inc. and Donald B. Anderson and Patricia Gaylord Anderson, is the owner of an overriding royalty of one percent (1%) of all oil and gas which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 32 North, Range 109 West;

Sec. 27 - W½, SE¼;
Sec. 28 - E½;
Sec. 33 - E½;
Sec. 34 - All;
Sec. 35 - All;

containing 2,400 acres, more or less.

All of which lands are covered by and included within that certain oil and gas lease bearing Wyoming Land Office Serial No. 06286.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Hondo Oil and Gas Company, a New Mexico corporation, whose address is P. O. Box 660, Roswell, New Mexico, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Blue Royalties, Inc., hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee all of the aforementioned overriding royalty, and being one percent (1%) of all the oil and gas which may be produced, saved and marketed from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued as hereinabove described, or any extensions or renewals thereof.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

286847

RECORDED Oct. 11 2001 9:50 AM
IN BOOK 119 O+G PAGE 575
FEES $ 8.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Paid $10 assignment fee, Rec.# 69535

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

IN WITNESS WHEREOF, Assignor has hereunto set its hand and executed this assignment in quadruplicate this 26th day of February, 1955.

BLUE ROYALTIES, INC.

By _____
President

ATTEST:

_____
Secretary

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

On this 26th day of February, 1955, before me appeared G. T. Lackey, to me personally known who being by me duly sworn did say that he is the president of Blue Royalties, Inc., a New Mexico 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 G. T. Lackey acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year on this certificate first above written.

_____
Notary Public
Residing at 3205 E. Central Ave.,
Albuquerque, N. M.

My Commission expires February 11, 1957

W-47

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF OVERRIDING ROYALTY

This Assignment, made and entered into this 9th day of June, 1952, by and between Donald B. Anderson and Patricia Gaylord Anderson, his wife, of Roswell, New Mexico, hereinafter referred to as Assignors and Blue Royalties, Inc., hereinafter referred to as Assignee;

W I T N E S S E T H:

The undersigned Assignors for and in consideration of the sum of $10.00 and other good and valuable consideration in hand paid by Assignee to Assignors the receipt whereof is hereby confessed and acknowledged, do hereby sell, assign, transfer, set over and convey unto said Assignee, its successors and assigns, an overriding royalty equal to one percent (1%) of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from the following described lands under the terms of the following described Oil and Gas Lease or any extensions or renewals thereof or any lease based thereon; said lands and said lease being described as follows, to-wit:

That certain Oil and Gas Lease dated June 1, 1951, made and entered into by the United States of America as Lessor and Donald B. Anderson as Lessee bearing Wyoming Serial Number 06286, covering the following described lands situated in Sublette County, Wyoming:

Township 32 North, Range 109 West:
Sec. 27: W/2, SE/4
28: E/2
33: E/2
34: All
35: All

containing 2400 acres, more or less.

286848

RECORDED Oct. 16 2001 9:50AM
IN BOOK 119 O+G PAGE 577
FEES $ 8.00 M Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Santos

Said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid and the Assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil or gas therefrom. The creation of this said overriding royalty shall not imply any leasehold preservation or development obligation on the part of the Assignors. However, nothing herein contained shall relieve Assignors from compliance with any of the terms and conditions of said Oil and Gas Lease.

No change in the ownership of said overriding royalty or interest therein shall be binding upon the Assignors until such time as Assignors shall be furnished with either the original, a certified copy or an acceptable

"Paid $10 assignment fee, Rec. # 22800"

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

photostatic copy of the recorded instrument or instruments affecting such change in ownership.

TO HAVE AND TO HOLD said royalty interest unto said Assignee, its successors and assigns. This assignment is made without warranty of title, either expressed or to be implied.

IN WITNESS WHEREOF, this Assignment is executed in duplicate on the day and year first hereinabove written.

Donald B. Anderson

Patricia Gaylord Anderson,
wife of Donald B. Anderson

STATE OF NEW MEXICO)
) SS
COUNTY OF CHAVES)

On this 9th day of June, 1952, before me personally appeared Donald B. Anderson and Patricia Gaylord Anderson, his wife, of Roswell, New Mexico, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:
MY COMM. EXPIRES: FEB.21,1956

[redacted] [redacted] [redacted]

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1983

Lease Serial No.
W-06286

Lease effective date
June 1, 1951

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

RECEIVED
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 11 2001
BUREAU OF LAND MANAGEMENT

1. Assignee's Name
American Hunter Exploration Ltd.

Address (include zip code)
No. 400, 435-4th Ave. SW, Calgary, Alberta, Canada T2P3A8

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 32 North, Range 109 West
Section 28: NE/4
(Containing 160.00 acres, more or less)

286849

RECORDED Oct. 16 2001 9:50AM
IN BOOK 119 OAG PAGE 579
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

Sublette County, Wyoming
Limited as to depth as to the vertical interval from the surface of the earth to a depth of 11,543 feet but in no event below the top of the Erickson formation.

3. Specify interest or percent of operating rights being conveyed to assignee	70%
4. Specify interest or percent of operating rights being retained by assignor	30%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5.125%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. This Assignment of Operating Rights is further made subject to the provisions set forth in Exhibit "A" attached hereto and made a part hereof.

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 September, 19 82

EL PASO NATURAL GAS COMPANY
P. O. Box 1492
El Paso, TX 79978
BY: [signature] Attorney-in-Fact
(Assignor's Signature)

EL PASO EXPLORATION COMPANY
P. O. Box 1492
El Paso, TX 79978
BY: [signature] Vice President
(Assignee's Address)

ATTEST:
[signature]
(Corp) (Secty) Asst. Secy. (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 MAR 1 1983

By [signature]
(Authorized Officer)

for Chief, Oil and Gas Section
(Title) ORIGINAL

MAR 27 1985
(Date)

580

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-30389.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☒ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached. See WY-AG-5

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 22nd day of December, 19 82

J.E. Chaput.
(Assignee's Signature)
J.E. Chaput, Vice President - Land

AMERICAN HUNTER EXPLORATION LTD.
(Assignee's Address)
700, 435 - 4th Avenue S.W.
Calgary, Alberta, Canada T2P 3A8
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* — Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* — The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE — The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
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OCT 11 2001
BUREAU OF LAND MANAGEMENT

GPO 881-059

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2003 FEB 15 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease dated September 1, 1982 from El Paso Natural Gas Company and El Paso Exploration Company (hereinafter, for convenience, referred to as El Paso), as Assignors, to American Hunter Exploration, LTD., as Assignee.

In addition to the terms, conditions and provisions set forth in the hereinabove described Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (hereinafter referred to as "the Assignment"), Assignors and Assignee in the Assigrment have agreed and do hereby agree as follows:

The Assigrment is made in accordance with and subject to all terms, provisions, and conditions of that certain Farmout Agreement dated September 29, 1980, by and between El Paso Natural Gas Company and American Hunter Exploration, LTD., said Farmout Agreement being incorporated herein by this reference, the same as though herein fully set out and further subject to all terms, provisions and conditions of any and all other agreements, contracts and conveyances, as modified or amended, affecting or pertaining to the lease and land described in the Assigrment. The Assigrment is not intended to accomplish, nor shall it be deemed to accomplish, a merger of the terms and provisions directly set out herein with the terms and provisions of said Farmout Agreement.

NOW, THEREFORE, El Paso and American Hunter agree that said Assigrment is without warranty of title either express or implied, and subject to the exceptions and reservations hereinafter provided, and that said Assignment covers 70% of El Paso's right, title and interest in and to the operating rights in and under the lease. Said assigrment of operating rights shall be further limited so as to include only the vertical interval from the surface of the earth to a depth of 11,543 feet but in no event below the top of the Erickson formation and American Hunter shall succeed to El Paso's right to conduct operations for the purpose of drilling for, mining, extracting, removing, appropriating and disposing of the oil, gas, casinghead gas and associated liquid hydrocarbons underlying the lands and lease limited as to the depth and extent of the interest in El Paso's operating rights assigned by El Paso to American Hunter.

Said assigrment is made subject to the Lessor's royalties reserved in the lease, and any and all other overriding royalties, payments out of production, burdens and encumbrances which are applicable to the interests

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assigned.

Said assignment is made in accordance with and subject to all terms, provisions and conditions of that certain Farmout Agreement referred to hereinabove, by and between El Paso and American Hunter including, but not limited to El Paso's right to purchase natural gas, as "natural gas" is defined therein.

American Hunter assumes and agrees to perform and fulfill all of the terms, conditions, and covenants contained in the lease, insofar and only insofar as said lease covers and includes operating rights in the lands, interests and depths covered by said Assignment, and American Hunter further agrees to operate as to its interest in and under such lease, in such a manner as to avoid forfeiture thereof only as to the operating rights on the lands, interests and depths covered hereby.

In the event American Hunter shall at any time desire to surrender, release, abandon or otherwise terminate any or all of its interest in the above lease and lands, it shall first give written notice of such desire to El Paso at least sixty (60) days prior to such surrender, release, abandonment or termination and in no event less than sixty (60) days prior to the date by which any obligations or actions must be performed or taken in order to maintain and continue such lease or portion thereof in effect, and El Paso shall have thirty (30) days from receipt of such notice in which to elect to receive an assignment of the interest proposed for surrender, release, abandonment or termination. Promptly upon such request, American Hunter shall execute and deliver such assignment to El Paso, and American Hunter shall thereupon be relieved of all obligations, debts and liabilities thereafter arising or accruing attributable to the interest so assigned; provided, however, that American Hunter shall not be relieved of its obligations or its portion of debts and liabilities arising or accruing prior to such assignment or of its obligation to plug and abandon any dry holes it has drilled on the leases and lands pursuant to governmental regulations.

El Paso shall pay all rentals, minimum royalties or other charges necessary to be paid in order to maintain the lease in full force and effect, and American Hunter shall reimburse El Paso, upon receipt of billing therefor, for all such charges applicable to the lands in which an interest is assigned. El Paso shall exercise reasonable diligence in the payment of such rentals, minimum royalties or other charges, but El Paso shall not be liable to American

[redacted] [redacted] [redacted]

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Hunter for failure to pay any rental, minimum royalty or other charge unless such failure shall be willful.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives and assigns.

584

76596

ASSIGNMENT

OCT 1 1964

7 8 9 10 11 12 1 2 3 4 5 6 P.M.

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Continental Oil Company, a Delaware corporation, does hereby give, grant, assign, transfer and convey unto El Paso Natural Gas Company, a Delaware corporation, and its personal representatives, successors and assigns, to have and to hold forever all of assignors interest in the following described oil and gas lease in so far only as the following specifically described lands are covered thereby:

That certain oil and gas lease dated June 1, 1951 with the United States as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number Wyoming 06286 insofar as it pertains to the following described Lands located in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 27: NW¼, S½
Section 28: E½
Section 33: E½
Section 34: All
Section 35: All

APPROVED 9-26-64

286850

containing 2,400.00 acres, more or less

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

RECORDED Oct. 16 2001 9:50 AM
IN BOOK 119 OF G PAGE 584
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

This assignment is made and accepted without covenants of warranty whatsoever.

EXECUTED this 7th day of August, 1964.

CONTINENTAL OIL COMPANY

By _____
Attorney in Fact

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 7th day of August, 1964, before me, the undersigned Notary Public, personally appeared R.L. MANNING, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires April 26, 1965.

Witness my hand and official seal.

_____
Notary Public

Assignment Approved Effective OCT 1 - 1964

David B. Morgan

Unofficial Reproduction Issued By
Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221

W-2061

Form 3106-5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-06286

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

EL PASO NATURAL GAS COMPANY

P. O. Box 1492

El Paso, Texas 79978

286851

RECORDED Oct. 11 2001 9:50 AM
IN BOOK 1190+6 PAGE 585
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

The undersigned, as owner of 33-1/3 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1951, 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 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

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* ALL

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.)* 3-1/8% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2%

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 5th day of September, 19 78

HONDO OIL & GAS COMPANY

By: J. L. Wilson (Assignor's Signature)
J. L. Wilson, Vice President

Attest:
Muriel L. Mooney
Assistant Secretary

P. O. Box 2819
(Assignor's Address)

Dallas (City) Texas (State) 75221 (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 Alma W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 9 1979
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this* Original

586

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

PART II

Publications in NM 0558400

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
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 $ 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.

"This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment."

Executed this 28 day of November, 19 78

T. W. Bittick
(Assignee's Signature)

T. W. BITTICK Vice-President

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79978
(Address including 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.

WYOMING

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day appeared J. L. WILSON, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of HONDO OIL & GAS COMPANY, a corporation, 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. L. WILSON acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 1978.

SEAL

Goldie H. Burnett GOLDIE H. BURNETT
Notary Public in and for
Dallas County, Texas

My commission expires:

JUN 30 1980

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

If evidence of qualifications and ownership ... 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.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 AUG 27 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1983

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-06286

Lease effective date
June 1st 1951

PART I

1. Assignee's Name
El Paso Exploration Company

Address (*include zip code*)
P. O. Box 1492, El Paso, Texas 79978

The undersigned, as owner of 100 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)

Tract #1
Township 32 North, Range 109 West
Section 27: NW/4
Section 28: NE/4
Section 35: NW/4, E/2
(Containing 800.00 acres, more or less)

~~Tract #2~~
~~Township 32 North, Range 109 West~~
~~Section 27: S/2~~
~~Section 28: SE/4~~
~~Section 33: E/2~~
~~Section 34: All~~
~~Section 35: SW/4~~
~~(Containing 1,600.00 acres, more or less)~~

~~As to depths below 13,176' in Tract #2 only.~~
Sublette County, Wyoming

Sublette County, Wyoming

3. Specify interest or percent of operating rights being conveyed to assignee	25%
4. Specify interest or percent of operating rights being retained by assignor	75%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5.125% in Tract #1; ~~6.25% in Tract #2 below 13,176'~~

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 1982

EL PASO NATURAL GAS COMPANY

BY: T. M. Campbell
(Assignor's Signature) Attorney-in-Fact

P. O. Box 1492
(Assignor's Address)

El Paso, Texas 79978
(City) (State) (Zip Code)

286852

RECORDED Oct. 11a 2001 9:50A
IN BOOK 119 OR PAGE 587
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 DEC 1 1982

By Alonzo M. Jaramillo
(Authorized Officer)
Chief, Adjudication
Gas Section

FEB 1 1983
(Title) (Date)

587

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed NM-43000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of August, 19 82.

EL PASO EXPLORATION COMPANY

BY: C T Hollingsworth — P. O. Box 1492

(Assignee's Signature) Vice President — (Assignee's Address)

ATTEST: JFH

James R Clements — El Paso, Texas 79978

Assistant Secretary — (City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee is not the sole party in interest in the assignment, assignee or transferee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in such operating rights. Within fifteen (15) days after the filing of the assignment, the assignee and all such other parties interested *must* submit, together with evidence of their qualifications to hold the lease interest, separate and signed statements giving the the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

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OCT 11 2001
BUREAU OF LAND MANAGEMENT

GPO 831-089

[redacted] [redacted] [redacted]

155

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 16, 2001, from Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust dated June 22, 1989, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 117 O&G, Page 432 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 4,021.91 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of June, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

28685

RECORDED Oct. 16 2001 10:50 AM
IN BOOK 119 O&G PAGE 589
FEES $ 8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

589

3D Unit
76404-001

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of June, A.D. 2001, 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 1st day of June, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2005

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

157

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 16, 2001, from Mary A. Bridger and Mary M. Meeks, Co-Trustees under Declaration of Trust dated June 12, 1979, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 117 O&G, Page 643 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 4,021.91 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of June, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286860

RECORDED Oct. 11e 2001 10:50 AM
IN BOOK 119 O+G PAGE 591
FEES $ 8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

30-Unit
76404-002

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of June, A.D. 2001, 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 1st day of June, A.D. 2001.

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

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

155

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 16, 2001, from Barbara C. Gildea and Vernon J. Gildea, Trustees of the Barbara C. Gildea Living Trust dated October 28, 1994, as amended thereto, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 117 O&G, Page 439 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 4,021.91 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of June, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286861

RECORDED Oct. 16 2001 10:50AM
IN BOOK 119 O&G PAGE 593
FEES $8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3-County
76404-003

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of June, A.D. 2001, 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 1st day of June, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2005

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

15h

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 16, 2001, from Edith Barp, also known as Edith L. Barp, and George L. Barp, also known as George Barp, wife and husband, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 117 O&G, Page 437 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 4,021.91 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of June, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286862

RECORDED Oct. 16 20 01 10:50 AM
IN BOOK 119 O&G PAGE 595
FEES $ 8.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Santy

3-CD unit
76404-004

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of June, A.D. 2001, 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 1st day of June, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 18, 2003

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

155

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated March 14, 2001, from The First Interstate Bank, Trustee of Trust B under the Will of Margaret E. Conwell, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 117 O&G, Page 434 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

and containing 4,021.91 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of June, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286863

RECORDED Oct. 11 2001 10:50 AM
IN BOOK 119 O&G PAGE 597
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

3-CD unit
76404-005

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of June, A.D. 2001, 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 1st day of June, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 2005

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

153

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 22, 2001, from Marguerite M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 118 O&G, Page 39 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lots 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW1/4NE1/4, S1/2NE1/4, SE1/4, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

and containing 5,425.31 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 20th day of July, 2001.

Hanson & Strahn, Inc.

Kathy Hanson

Vice-President

(NO ATTEST REQUIRED)

[redacted] RECORDED _____ 20____ M
[redacted] BOOK _____ PAGE _____
FEES $ _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED Oct. 16 2001 10:50 AM
IN BOOK 119 O&G PAGE 599
FEES $13.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

286864

MerNA
76440-001

600

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of July, A.D. 2001, 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 20th day of July, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 18, 2003

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

155

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 22, 2001, from Kathleen A. Miller, a single woman, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 118 O&G, Page 23 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lots 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW1/4NE1/4, S1/2NE1/4, SE1/4, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

and containing 5,425.31 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 20th day of July, 2001.

Hanson & Strahn, Inc.

Vice-President

286865 (NO ATTEST REQUIRED)

RECORDED Oct. 11th 2001 10:50 AM
IN BOOK 119 O&G PAGE 601
FEES $ 13.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

76440-502

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of July, A.D. 2001, 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 20th day of July, A.D. 2001.

PEGGY J. LOPEZ · NOTARY PUBLIC
COUNTY OF LARAMIE · STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 10, 2003

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

155

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 22, 2001, from Mathew D. Miller and Lisa R. Miller, husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 118 O&G, Page 31 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lots 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW1/4NE1/4, S1/2NE1/4, SE1/4, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

and containing 5,425.31 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 20th day of July, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286866

RECORDED Oct. 16 2001 10:50AM
IN BOOK 119 O+G PAGE 603
FEES $13.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

76440-003

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of July, A.D. 2001, 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 20th day of July, A.D. 2001.

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

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

165

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 22, 2001, from Robert M. Miller and Tara L. Miller, husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 118 O&G, Page 27 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lots 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW1/4NE1/4, S1/2NE1/4, SE1/4, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

and containing 5,425.31 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 20th day of July, 2001.

Hanson & Strahn, Inc.

Vice-President

286867

(NO ATTEST REQUIRED)

RECORDED Oct. 16 2001 10:50AM
IN BOOK 119 O+G PAGE 605
FEES $ 13.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

76440-004

606

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of July, A.D. 2001, 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 20th day of July, A.D. 2001.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 13, 2003

My Commission Expires:_____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

153

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", said all of Assignor's right, title and interest in and to the oil and gas lease dated March 22, 2001, from Shad Z. Roberts and Patricia M. Roberts, husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 118 O&G, Page 35 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lots 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lots 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lots 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2, W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW1/4NE1/4, S1/2NE1/4, SE1/4, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

and containing 5,425.31 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 20th day of July, 2001.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

286868

RECORDED Oct. 16 2001 10:50 AM
IN BOOK 119 O+G PAGE 607
FEES $13.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

76440-005

607

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of July, A.D. 2001, 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 20th day of July, A.D. 2001.

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

My Commission Expires: _____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

[redacted] [redacted] [redacted]

15

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated August 10, 1999, from Michael C. Warren and Joy A. Warren, husband and wife, lessor, to E & M Oil Corp., lessee, recorded in Book 112 O&G, Page 330 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 114 West, 6th P.M.
Section 23: W1/2SE1/4, SE1/4SE1/4
Section 24: SW1/4
Section 25: N1/2NW1/4, SW1/4NW1/4
Section 26: NE1/4

and containing 560.00 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 23rd day of January, 2001.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

286869

RECORDED Oct. 16 2001 10:50AM
IN BOOK 119046 PAGE 609
FEES $ 10.00 Mary K. Lowry COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Rosalie Scates

On this 23rd day of January, A.D. 2001, 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 23rd day of January, A.D. 2001.

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

Meadow ~~Canyon~~ Hemia Prospect
75 775-005

609

610

CORRECTIVE
ASSIGNMENT OF OIL AND GAS LEASE

Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996, of P. O. Box 188, Rock Springs, Wyoming 82902, successor Lessee under that certain oil and gas lease between Leonard Hay and Peter S. Olson and Anne Olson, husband and wife, of P. O. Box 568, Big Piney, Wyoming 83113, as Lessors, which said Lease is dated February 8, 1994 and was recorded of record in the Office of the County Clerk and ex-officio Register of Deeds of Sublette County, Wyoming, on February 8, 1994, in Book 96 O & G, at page 200, the term of said Lease having been extended to February 7, 2002, by that certain undated Letter Agreement of Extension, copies of said Lease and Letter Agreement being attached hereto, marked Exhibits "A" and "B" respectively, and by this reference made a part hereof, for and in consideration of Ten Dollars and other good and valuable consideration, hereby assigns and quitclaims all of his right, title and interest in said Lease to New Fork Energy, LLC, a Wyoming limited liability company, the address of which is 280 Lester Drive, Rock Springs, Wyoming 82901;

EXCEPTING AND RESERVING to said Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996, a five per cent (5%) overriding royalty interest in said Lease and the mineral estate covered thereby, and subject to the following condition: Assignee agrees to have a drilling rig in place on said lease and drilling for oil and gas no later then December 1, 2001; should Assignee fail to meet said condition, this assignment shall be null and void and of no further force and effect, and ownership of said Lease shall revert to Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996.

The property covered by said Lease and Extension is more specifically described as follows:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

286891 And containing 260.0 acres, more or less.

RECORDED Oct. 17 2001 3:25 PM
IN BOOK 119 O&G PAGE 610
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignee hereby accepts the foregoing condition of assignment.

Dated this 17 day of Oct., 2001.

Leonard Hay

Leonard Hay, Trustee under
the Leonard Hay Living Trust
dated September 27, 1996

New Fork Energy LLC

By _____
Orvie Berg
Managing Member

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996, this 17th day of October, 2001.

Witness my hand and official seal.

SWEETWATER COUNTY, WYOMING
JOEY CHITTWOOD
NOTARY PUBLIC
COMMISSION EXPIRES
FEBRUARY 2, 2002

Joey Chittwood
Notary Public

My Commission Expires: 2-2-02.

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Orvie Berg, Managing Member of New Fork Energy LLC, this 17th day of October, 2001.

Witness my hand and official seal.

JOEY CHITTWOOD
NOTARY PUBLIC
COMMISSION EXPIRES
FEBRUARY 2, 2002
SWEETWATER COUNTY, WYOMING

Joey Chittwood
Notary Public

My Commission Expires: 2-2-02.

612

PRODUCERS 88—PAID UP
11-57 POOLING

EXHIBIT "A"

Casper Press
134 N. Center
Casper, Wyo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of February, 19 94, by and between PETER S. OLSON AND ANNE OLSON, husband and wife whose post office address is P. O. Box 568, Big Piney, Wy 83113, hereinafter called Lessor (whether one or more) and LEONARD HAY whose post office address is P. O. Box 188, Rock Springs, Wy 82902, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of $10.00 and other good valuable consideration DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 32 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 31: Lots 3, 4, E½SW¼, S½SE¼

TOWNSHIP 31 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
Section 6: Lots 3, 4

and containing 260.0 acres, more or less.

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

2. ~~XXXXXXXXXXXXXXXX~~. 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. ($2.00 per acre per year - rental payment)

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

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

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty ~~XXXXXXXXXXXXXXXX~~, payable monthly at the prevailing market rate for gas. (Royalty rate computed at 14%)

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

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

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

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

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

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

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

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

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 in 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 such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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

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

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

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

Peter S. Olson

Anne Olson

245231

RECORDED February 8 1994 1:35 PM
IN BOOK 96 Misc. PAGE 200
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
by Bethany A. Wilkes

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 8th day of February, 1994, personally appeared Lester S. and Anne Olson

and _____, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 9/24/96

Bethany A. Wilkie
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19__ by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

_____ 19____

_____ Acres

_____ County, _____

_____ rm _____

This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____ County Clerk.

_____ Deputy.

When recorded return to

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

613

EXHIBIT "B"

LETTER AGREEMENT OF EXTENSION

Re: Oil and Gas Lease -T32N R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 32 and T31N, R108W, 6th P.M., Sublette County, Wyoming, Portion of Section 6

The undersigned having reached an agreement relative to extending the above-reference Oil and Gas Lease ("Lease"), which Lease is hereby incorporated by reference and made a part hereof, for an additional three year term on the same terms and conditions as the present Oil and Gas Lease dated February 8, 1994.

This letter will serve as an agreement of extension of the Oil and Gas Lease dated February 8, 1994, between Peter S. Olson and Anne Olson, husband and wife of P.O. Box 568, Big Piney, WY 83113, as Lessor(s), and Leonard Hay, of P.O. Box 188, Rock Springs, WY 82902, as Lessee, covering the following described property situate in Sublette County, Wyoming, for a period of three years, said extension to be effective February 8, 1999, to and including February 7, 2002:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

And containing 260.0 acres, more or less.

The undersigned by their signatures hereon, acknowledge the lease extension between Peter S. Olson and Anne Olson, as Lessors, and Leonard Hay, as Lessee, covering the real property hereinabove to be valid for the dates stated, and further acknowledge by their signatures hereon, that said Oil and Gas Lease will be extended for the three-year term as hereinabove set forth on the same terms and conditions as set forth the original Oil and Gas Lease.

Peter S. Olson
PETER S. OLSON

Anne Olson
ANNE OLSON

Leonard Hay
LEONARD HAY

[redacted] [redacted] [redacted]

CORRECTIVE
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996, of P. O. Box 188, Rock Springs, Wyoming 82902, owner of a 5% overriding royalty interest in that certain oil and gas lease between Leonard Hay and Peter S. Olson and Anne Olson, husband and wife, of P. O. Box 568, Big Piney, Wyoming 83113, as Lessors, which said Lease is dated February 8, 1994 and was recorded of record in the Office of the County Clerk and Ex-officio Register of Deeds of Sublette County, Wyoming, on February 8, 1994, in Book 96 O & G, at Page 200, the term of said Lease having been extended to February 7, 2002, by that certain undated Letter Agreement of Extension, and which extended lease was assigned by said Leonard Hay, Trustee under the Leonard Hay Living Trust dated September 27, 1996, to New Fork Energy LLC by Assignment of Oil and Gas Lease dated _____, 2001, which Assignment was recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on _____, 2001, in Book _____ O & G, at Page _____, for and in consideration of Ten Dollars and other good and valuable consideration, hereby assigns and quitclaims one-half of his right, title and interest in said overriding royalty interest (said 1/2 being a 2.5% overriding royalty interest) to Susan Bell, whose address is 2905 Ute, Canon City, Colorado 81212, and one-half of said overriding royalty interest (said 1/2 being a 2.5% overriding royalty interest) to Mary Hay, P. O. Box 188, Rock Springs, Wyoming 82902;

The property covered by said Lease, Extension, Assignment and overriding royalty interest is more specifically described as follows:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 31: Lots 3, 4, E/2SW/4, S/2SE/4

Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 6: Lots 3, 4

286892

RECORDED Oct. 17 2001 3:25 PM
IN BOOK 119 O&G PAGE 615
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lohr

615

Lelle

And containing 260.0 acres, more or less.

Dated this 17 day of Oct, 2001.

Leonard Hay

Leonard Hay, Trustee under
the Leonard Hay Living Trust
dated September 27, 1996

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Leonard Hay, Trustee under the Leonard Hay Living Trust, dated September 27, 1996, this 17th day of October, 2001.

Witness my hand and official seal.

JOEY CHITWOOD NOTARY PUBLIC SWEETWATER COUNTY, WYOMING COMMISSION EXPIRES FEBRUARY 2, 2002

Joey Chitwood
Notary Public

My Commission Expires: 2-2-02.

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 JUL -5 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 127858
Lease Effective Date (Anniversary Date)
12/1/92
New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* BELCO ENERGY I L. P.
   Street 5735 PINELAND, SUITE 300
   City, State, ZIP Code DALLAS, TX 75231

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 27N, RGE 110W, 6TH P.M. SEC 26: E/2 320.00 ACRES, M/L SUBLETTE COUNTY, WY	50.00%	25.00%	25.00%	NONE	5% OF 50%

286929

RECORDED Oct 19 2001 1020AM
IN BOOK 119 Orb PAGE 617
FEES $8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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.

[X] Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 01 2001

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

By /S/ Pamela J. Lewis (Authorized Officer) — **Chief, Fluid Minerals Adjudication** (Title) — AUG 15 2001 (Date)

617

618

STATE OF TEXAS
COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, VICE PRESIDENT - LAND OF BELCO ENERGY CORP., A NEVADA CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF JUNE 2001.

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF OCTOBER, 2000.

LOUISE R. WONZER
Notary Public, State of Texas
My Commission Expires June 15, 2004

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPLICATION AND REQUEST FOR APPROVAL

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

For geothermal transfers, an overriding royalty may not be less than on-efourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1ST day of OCTOBER 2000

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact (Signature) Tom L. Dodds
TOM L. DODDS, VICE PRESIDENT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Executed this 4TH day of JUNE 2001

Belco Energy I L.P.
By: Belco Energy Corp. its General Partner

Assignee or Attorney-in-fac Gary Byrd
Vice President, Land

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/67023

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

DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JUL -5 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.
WYW133062

Lease Effective Date
(Anniversary Date)
8/1/94

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** BELCO ENERGY I L. P.
   Street 5735 PINELAND, SUITE 300
   City, State, ZIP Code DALLAS, TX 75231

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 27N, RGE 108W, 6TH P.M. SEC 14: ALL SEC 15: ALL SEC 22: ALL SEC 23: N/2, SE/4 2400.00 ACRES, M/L SUBLETTE COUNTY, WY	33.33%	16.6650%	16.6650%	NONE	5% OF 33.33%

286930

RECORDED Oct 19 20 01 10:20 AM
IN BOOK 119 Otb PAGE 619
FEES $ 8.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

FOR ASSIGNEE

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

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

[ ] Assignment approved for above described lands;
[✓] Assignment approved for attached land description
[ ] Assignment approved for land description indicated on reverse of this form.

Assignment approved effective AUG 0 1 2001

By /S/ Pamela J. Lewis — Chief, Fluid Minerals Adjudication — AUG 3 0 2001
(Authorized Officer) (Title) (Date)

619

620

STATE OF TEXAS
COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, VICE PRESIDENT – LAND OF BELCO ENERGY CORP., A NEVADA CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF JUNE 2001.

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

E. J. Ball
NOTARY PUBLIC IN AND FOR STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF OCTOBER, 2000.

LOUISE R. WONZER
Notary Public, State of Texas
My Commission Expires June 16, 2004

Louise R. Wonzer
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PART [illegible] ION AND REQUEST FOR APPROVAL

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

For geothermal transfers, an overriding royalty may not be less than on-efourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1ST day of OCTOBER 2000

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact: Tom L. Dodds (Signature)
TOM L. DODDS, VICE PRESIDENT
1001 FANNIN, SUITE 2000
(Assignor's Address)
HOUSTON, TX 77002
(City) (State) (Zip Code)

Executed this 4TH day of JUNE 2001

Belco Energy I L.P.
By: Belco Energy Corp. its General Partner

Assignee or Attorney-in-fact: Gary Byrd
Vice President, Land

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/67023

[redacted] [redacted] [redacted]

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JUL -5 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.
WYW133065
Lease Effective Date (Anniversary Date)
8/1/94
New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** — **BELCO ENERGY I L. P.**
   Street — **5735 PINELAND, SUITE 300**
   City, State, ZIP Code — **DALLAS, TX 75231**

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 27N, RGE 108W, 6TH P.M. SEC 33: E/2 320.00 ACRES, M/L SUBLETTE COUNTY, WY	50.00%	25.00%	25.00%	NONE	5% OF 50%

286931
RECORDED Oct 19 2001 1020AM
IN BOOK 119 Misc PAGE 621
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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; AUG 0 1 2001

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By /S/ Carmen E. Lovett — (Authorized Officer)

LAND LAW EXAMINER — (Title)

SEP 1 4 2001 — (Date)

COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, VICE PRESIDENT - LAND OF BELCO ENERGY CORP., A NEVADA CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF JUNE 2001.

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF OCTOBER, 2000.

LOUISE R. WONZER
Notary Public, State of Texas
My Commission Expires June 16, 2004

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PART B. CERTIFICATION AND REQUEST FOR APPROVAL

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

For geothermal transfers, an overriding royalty may not be less than on-efourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1ST day of OCTOBER 2000

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact: Tom L. Dodds (Signature)
TOM L. DODDS, VICE PRESIDENT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Executed this 4TH day of JUNE 2001

Belco Energy I L.P.
By: Belco Energy Corp. its General Partner

Assignee or Attorney-in-fac: Gary Byrd
Vice President, Land

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/67023

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 JUL -5 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.
WYW133758
Lease Effective Date (Anniversary Date)
10/1/94
New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** BELCO ENERGY I L. P.
   Street 5735 PINELAND, SUITE 300
   City, State, ZIP Code DALLAS, TX 75231

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 27N, RGE 108W, 6TH P.M. SEC 19: SE/4 SEC 20: NW/4 SEC 32: N/2 SEC 33: W/2 SEC 34: S/2 1280.00 ACRES, M/L SUBLETTE COUNTY, WY	50.00%	25.00%	25.00%	NONE	5% OF 50%

286932

RECORDED Oct 19 2001 10:20AM
IN BOOK 119 O+G PAGE 623
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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.

[X] Assignment approved for above described lands;
[ ] Assignment approved for attached land description
[ ] Assignment approved for land description indicated on reverse of this form.

Assignment approved effective AUG 01 2001

By /S/ Pamela J. Lewis (Authorized Officer) Chief, Fluid Minerals Adjudication (Title) AUG 15 2001 (Date)

623

STATE OF TEXAS
COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, VICE PRESIDENT – LAND OF BELCO ENERGY CORP., A NEVADA CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF JUNE 2001.

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF OCTOBER, 2000.

LOUISE R. WONZER
Notary Public, State of Texas
My Commission Expires June 15, 2004

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RTIFICATION AND REQUEST FOR APPROVAL

Sec'd JS

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

For geothermal transfers, an overriding royalty may not be less than on-efourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1ST day of OCTOBER 2000

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact (Signature) Tom L. Dodds
TOM L. DODDS, VICE PRESIDENT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Executed this 4TH day of June 2001

Belco Energy I L.P.
By: Belco Energy Corp. its General Partner

Assignee or Attorney-in-fact
Gary Byrd
Vice President, Land

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/67023

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
01 JUL -5 AM 8:00
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.
WYW135138
Lease Effective Date (Anniversary Date)
2/1/95
New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** — **BELCO ENERGY I L. P.**
   Street — **5735 PINELAND, SUITE 300**
   City, State, ZIP Code — **DALLAS, TX 75231**

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

This record title assignment is for: (Check one) [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TWP 27N, RGE 111W, 6TH P.M. **SEC 2: ALL** **SEC 3: ALL** **SEC 10: ALL** **SEC 11: W/2, S/2SE/4** **2320.00 ACRES, M/L** **SUBLETTE COUNTY, WY**	**50.00%**	**25.00%**	**25.00%**	**NONE**	**5%** **OF 50%**

286933
RECORDED Oct 19 20 01 10:20 AM
IN BOOK 119 Oth PAGE 625
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

FOR ASSIGNEE

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[✓] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

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

Assignment approved effective AUG 0 1 2001

By /S/ Pamela J. Lewis (Authorized Officer)

Chief, Fluid Minerals Adjudication (Title)

AUG 3 0 2001 (Date)

625

6926

STATE OF TEXAS
COUNTY OF DALLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY BYRD, VICE PRESIDENT – LAND OF BELCO ENERGY CORP., A NEVADA CORPORATION, ACTING AS GENERAL PARTNER OF BELCO ENERGY I L.P., A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF JUNE 2001.

E. J. BALL
MY COMMISSION EXPIRES
February 10, 2003

E. J. Ball
NOTARY PUBLIC IN AND FOR STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1ST DAY OF OCTOBER, 2000.

[illegible]
Notary Public, State of Texas
My Commission Expires June 16, 2004

Lourdes Munoz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

S0220

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

For geothermal transfers, an overriding royalty may not be less than on-efourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 1ST day of OCTOBER 2000

Name of Assignor as shown on current lease ANDEX RESOURCES, L.L.C.
Please type or print

Assignor or Attorney-in-fact: Tom L. Dodds (Signature)
TOM L. DODDS, VICE PRESIDENT

1001 FANNIN, SUITE 2000
(Assignor's Address)

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

Executed this 4TH day of JUNE 2001

Belco Energy I L.P.
By: Belco Energy Corp., its General Partner

Assignee or Attorney-in-fa: [signature]
Gary Byrd
Vice President, Land

BURDEN HOURS STATEMENT

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

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

*U.S. GPO: 1992-774-017/67023

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, ANSCHUTZ EXPLORATION CORPORATION (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with ANSCHUTZ WYOMING CORPORATION, ULTRA RESOURCES, INC., LANCE OIL & GAS COMPANY, INC., and ARROWHEAD RESOURCES (USA) LTD., as "Non-Operators".

Such Operating Agreement is dated July 21, 2000, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

286950

RECORDED Oct 22 2001 9:20 AM
IN BOOK 119 OTG PAGE 627
FEES $24.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

Todd R. Kalstrom
Land Manager

WY-2767-00021

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 21st day of July, 2000.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By: _____
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By: _____
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By: _____
Name:
Title:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name:
Title:

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By: _____
Name:
Title:

Todd R. Kalstrom
Land Manager

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued).

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ WYOMING CORPORATION, a Colorado corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

Todd R. Kalstrom
Land Manager

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 21st day of July, 2000.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By: _____ R
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By: _____ R
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By: _____
Name: Robin Benko
Title: Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name:
Title:

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By: _____
Name:
Title:

Todd R. Kalstrom
Land Manager

MEMORANDUM OF OPERATING AGREEMENT (continued).

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ WYOMING CORPORATION, a Colorado corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF Douglas §

The foregoing instrument was acknowledged before me this 26th day of September, 2000, by Robin Benko, as Attorney-in-Fact of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

Sam McClure
Notary Public in and for the State of Colorado

SAM MCCLURE NOTARY PUBLIC STATE OF COLORADO

My commission expires: 5/23/2004

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

Todd R. Kalstrom
Land Manager

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 21st day of July, 2000.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By:_____ R
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By:_____ R
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By:_____
Name:
Title:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name: J. Burton Jones
Title: Vice President

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By:_____
Name:
Title:

Todd R. Kalstrom
Land Manager

MEMORANDUM OF OPERATING AGREEMENT (continued).

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 21st day of July, 2000, by William J. Miller, as Vice President of ANSCHUTZ WYOMING CORPORATION, a Colorado corporation, on behalf of the corporation.

Cecily Ann Voruz
Notary Public in and for the State of Colorado

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires: January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

STATE OF COLORADO §
§ ss
COUNTY OF Adams §

The foregoing instrument was acknowledged before me this 26th day of September, 2000, by J. Burton Jones, as Vice President-Business Development of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC E. JUNE TODD STATE OF COLORADO

E. June Todd
Notary Public in and for the State of Colorado

My commission expires: 4-3-04

Todd R. Kalstrom
Land Manager

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 21st day of July, 2000.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By: William J. Miller R
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By: William J. Miller R
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By:_____
Name:
Title:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name:
Title:

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

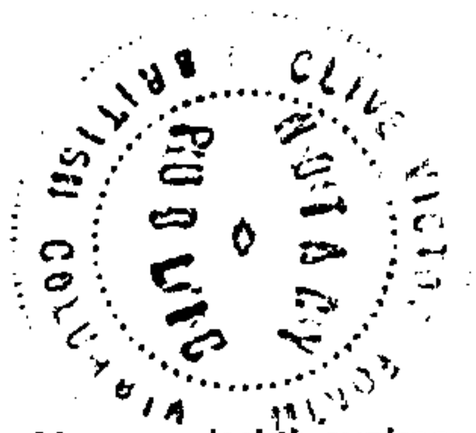
By: _____
Name: Mark James
Title: Secretary

Todd R. Kalstrom
Land Manager

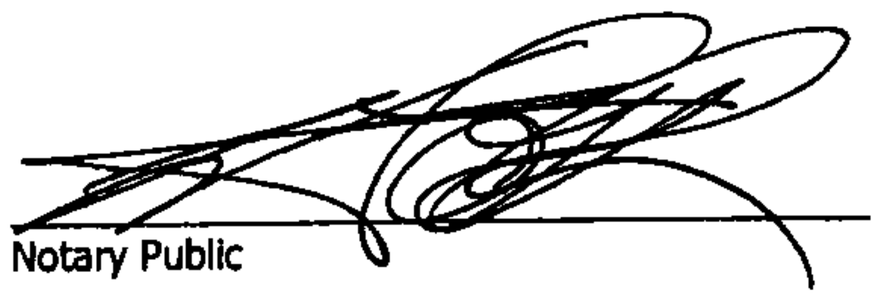
MEMORANDUM OF OPERATING AGREEMENT (continued).

PROV.
~~STATE~~ OF BRITISH COLUMBIA §
§ ss
COUNTY OF VANCOUVER §

The foregoing instrument was acknowledged before me this 14th day of AUGUST, 2000, by MARK JARVIS, as SECRETARY of ARROWHEAD RESOURCES (USA) LTD., a SOUTH DAKOTA CORPORATION, on behalf of the CORPORATION.



My commission expires: N/A



Notary Public

CLIVE V. FORTH
Barrister & Solicitor
FORTH & COMPANY
1600 - 777 DUNSMUIR STREET
P.O. BOX 10425, PACIFIC CENTRE
VANCOUVER, B.C. V7Y 1K4
TEL: 629-4899 FAX: 688-0094

5. Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

BLM Lease No.:	WYW-135124
Lessor:	USA
Lessee:	Meridian Oil Company
Description:	ONLY INSOFAR AS IS COVERED BY: Township 32 North, Range 109 West, 6th P.M. Section 21: SE/4
Gross Acres:	160
Net Acres:	160

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

Todd R. Kalstrom
Land Manager

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, ANSCHUTZ EXPLORATION CORPORATION (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with ANSCHUTZ WYOMING CORPORATION, ULTRA RESOURCES, INC., and LANCE OIL & GAS COMPANY, INC., as "Non-Operators".

Such Operating Agreement is dated January 25, 2001, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

286951

RECORDED Oct. 22 2021 9:20AM
IN BOOK 119 O+G PAGE 637
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

WY-2767-00020

637

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 25th day of January, 2001.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By:_____
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By:_____
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By:_____
Name: Robin Benko
Title: Attorney-in-Fact

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name:
Title:

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued).

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

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DATED this 25th day of January, 2001.

ANSCHUTZ EXPLORATION CORPORATION (OPERATOR)

By:_____ R
William J. Miller
Vice President

ANSCHUTZ WYOMING CORPORATION (NON-OPERATOR)

By:_____ R
William J. Miller
Vice President

ULTRA RESOURCES, INC. (NON-OPERATOR)

By:_____
Name:
Title:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name: J. BURTON JONES
Title: V.P. Business Development & Land

MEMORANDUM OF OPERATING AGREEMENT (continued).

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by William J. Miller, as Vice President of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by William J. Miller, as Vice President of ANSCHUTZ WYOMING CORPORATION, a Colorado corporation, on behalf of the corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF Douglas §

The foregoing instrument was acknowledged before me this 22nd day of February, 2001, by [redacted], as Attorney-in-Fact of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF COLORADO

B. P. [illegible]
Notary Public in and for the State of Colorado

My Commission Expires 05/23/2004
My commission expires:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, as _____ of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

MEMORANDUM OF OPERATING AGREEMENT (continued).

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by William J. Miller, as Vice President of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by William J. Miller, as Vice President of ANSCHUTZ WYOMING CORPORATION, a Colorado corporation, on behalf of the corporation.

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2002

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, as _____ of ULTRA RESOURCES, INC., a Wyoming corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

STATE OF COLORADO §
§ ss
COUNTY OF Adams §

The foregoing instrument was acknowledged before me this 17th day of April, 2001, by J. Burton Jones, as Vice President of LANCE OIL & GAS COMPANY, INC., a Delaware corporation, on behalf of the corporation.

E. JUNE TODD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires APR.3, 2004

E. June Todd
Notary Public in and for the State of Colorado

My commission expires: 4-3-04

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

BLM Lease No.:	W-06286
Lessor:	USA
Lessee:	Donald B. Anderson
Description:	ONLY INSOFAR AS IS COVERED BY: Township 32 North, Range 109 West, 6th P.M. Section 27: NW/4 Section 28: NE/4
Gross Acres:	320.00
Net Acres:	320.00

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

286953

RECORDED Oct. 22 2001 10:20 AM
IN BOOK 119 OAG PAGE 643
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

THIS AGREEMENT, made and entered into this 15th day of August, 2001, by and between F. Keith Alexander and Darlene Alexander, husband and wife, P. O. Box 5, Ramsay, MT 59748 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 34 North, Range 111 West, 6th P.M.

Section 27: SW1/4, less and except the following three tracts of land:
An 8.257-acre tract of land located in the NW1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 29, Page 217, in the records of the Sublette County Clerk and Recorder's Office.
A 2.525-acre tract of land located in the N1/2SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 32, Page 591, in the records of the Sublette County Clerk and Recorder's Office.
A 0.31-acre tract of land located in the NE1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 37, Page 31, in the records of the Sublette County Clerk and Recorder's office.

Section 34: NW1/4

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 308.908 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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall be fifteen percent (15%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "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.

F. Keith Alexander x
F. Keith Alexander

Darlene Alexander x
Darlene Alexander

STATE OF Montana }
COUNTY OF Silver Bow } ss. INDIVIDUAL

On this 4 day of September, 2001, before me personally appeared F. Keith Alexander and Darlene Alexander 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 4 day of September, 2001.

My commission expires:
8/20/2004

Notary Public for the State of MT
residing at Butte

STATE OF _____ }
COUNTY OF _____ } ss. CORPORATE

On this _____ day of _____, 2001, 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 _____, 2001.

My commission expires:

Notary Public for the State of _____
residing at _____

Form:OGL-pdp-HMS/-MSTR

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1999
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

286954

RECORDED Oct. 22 2001 10:30AM
IN BOOK 119 O+G PAGE 645
FEES $ 5.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sanders

THIS AGREEMENT, made and entered into this 15th day of August, 2001, by and between Edward F. Alexander and Dianna Alexander, husband and wife, 110 Lost Wells Butte Drive, Riverton, WY 82501 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 34 North, Range 111 West, 6th P.M.
Section 27: SW1/4, less and except the following three tracts of land:
An 8.257-acre tract of land located in the NW1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 29, Page 217, in the records of the Sublette County Clerk and Recorder's Office.
A 2.525-acre tract of land located in the N1/2SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 32, Page 591, in the records of the Sublette County Clerk and Recorder's Office.
A 0.31-acre tract of land located in the NE1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 37, Page 31, in the records of the Sublette County Clerk and Recorder's office.
Section 34: NW1/4

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 308.908 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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall be fifteen percent (15%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "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 or 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.

Edward F. Alexander X

Edward F. Alexander

Dianna Alexander X

Dianna Alexander

STATE OF Wyoming }
COUNTY OF Fremont } ss.

INDIVIDUAL

KATHLEEN ARIMA NOTARY PUBLIC
COUNTY OF FREMONT STATE OF WYOMING
MY COMMISSION EXPIRES MAY 14, 2005

On this 4th day of September, 2001, before me personally appeared Edward F. Alexander and Dianna Alexander 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 4th day of September, 2001.

My commission expires:
5-14-05

Kathleen Arima X

Notary Public for the State of Wyoming
residing at Lander, Wyoming

STATE OF _____ }
COUNTY OF _____ } ss.

CORPORATE

On this _____ day of _____, 2001, 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 _____, 2001.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

Form:OGL-pdp-HAM-WITR

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

RECORDED Oct. 22 2001 10:20AM
IN BOOK 119 OAG PAGE 647
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sachs

286955

THIS AGREEMENT, made and entered into this 15th day of August, 2001, by and between Shirley A. Worrell, a widow, P. O. Box 817, Van Horn, TX 79855 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 34 North, Range 111 West, 6th P.M.

Section 27: SW1/4, less and except the following three tracts of land:
An 8.257-acre tract of land located in the NW1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 29, Page 217, in the records of the Sublette County Clerk and Recorder's Office.
A 2.525-acre tract of land located in the N1/2SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 32, Page 591, in the records of the Sublette County Clerk and Recorder's Office.
A 0.31-acre tract of land located in the NE1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 37, Page 31, in the records of the Sublette County Clerk and Recorder's office.

Section 34: NW1/4

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 308.908 acres, whether there actually be more or less.

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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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall be fifteen percent (15%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "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.

Shirley A. Worrell

STATE OF Texas }
COUNTY OF Culberson } ss. INDIVIDUAL

On this 5th day of September, 2001, before me personally appeared Shirley A. Worrell 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 5th day of September, 2001.

My commission expires:
09-02-03

Notary Public for the State of Texas
residing at Van Horn

STATE OF _____ }
COUNTY OF _____ } ss. CORPORATE

On this _____ day of _____, 2001, 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 _____, 2001.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

Forms:OGL-pdup-H&S/-MSTR

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

286956

Oct. 22 2001 10:30
BOOK 119 PAGE 649
$ 5.00
SUBLETTE COUNTY, WYOMING

THIS AGREEMENT, made and entered into this 15th day of August, 2001, by and between Phyllis E. Haffner, also known as Phyllis A. Haffner, a married woman dealing in her sole and separate property, P. O. Box 58, Park, KS 67751 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 34 North, Range 111 West, 6th P.M.
Section 27: SW1/4, less and except the following three tracts of land:
An 8.257-acre tract of land located in the NW1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 29, Page 217, in the records of the Sublette County Clerk and Recorder's Office.
A 2.525-acre tract of land located in the N1/2SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 32, Page 591, in the records of the Sublette County Clerk and Recorder's Office.
A 0.31-acre tract of land located in the NE1/4SW1/4, more particularly described by metes and bounds in that certain deed recorded in Book 37, Page 31, in the records of the Sublette County Clerk and Recorder's office.
Section 34: NW1/4

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 308.908 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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall be fifteen percent (15%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "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.

650

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.

Phyllis E. Haffner

Phyllis E. Haffner, also known as Phyllis A. Haffner

STATE OF Kansas }
COUNTY OF Sheridan } ss. INDIVIDUAL

On this 4th day of September, 2001, before me personally appeared Phyllis E. Haffner, also known as Phyllis A. Haffner 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 4th day of September, 2001.

My commission expires:

12-18-01

Kandice K. Washburn

Notary Public for the State of Kansas

residing at Hoxie, KS

NOTARY PUBLIC - State of Kansas
KANDICE K. WASHBURN
My Appt. Exp. 12-18-01

STATE OF _____ }
COUNTY OF _____ } ss. CORPORATE

On this _____ day of _____, 2001, 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 _____, 2001.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

ASSIGNMENT

Gasconade Oil Company whose address is 633 17th St. #1650, Denver, CO 80202 hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey and assign unto SEE THE ATTACHED EXHIBIT "A" whose address is _____, all of Assignor's right, title and interest in and to the following described oil and gas lease(s) in Sublette County, Wyoming, to wit:

Lessor: USA WYW-016158
Lease Date: 7-1-52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 108 WEst
Section 26: N½
Sublette County, WY

This Assignment is made, executed, delivered and accepted subject to the following express terms and conditions.

1. This Assignment is made without warranty of title or representation, expressed or implied.

Executed this 3rd day of October, 2001.

Effective August 1, 2001.

Attest:

Gasconade Oil Company

W. Clifton Arbuckle, President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of October, 2001, by W. Clifton Arbuckle as President of Gasconade Oil Company.

WITNESS my hand and official seal.

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze

My Commission Expires: 1/4/04

286958

RECORDED Oct. 22 2001 11:00 AM
IN BOOK 119 O+G PAGE 651
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated October 3, 2001, by and between Gasconade Oil Company and the W. Clifton Arbuckle Revocable Trust dated 1-1-96.

1.	W. Clifton Arbuckle Revocable Trust Under Trust Agreement dated 1-1-96 W. Clifton Arbuckle, Trustee 633 17th St. #1650 Denver, CO 80202	25%
2.	Kay A. Floyd 3680 Lomond Ct. Apopka, FL 32712	25%
3.	Susan C. Arbuckle 5201 E. Camino Bosque Tucson, AZ 85718	25%
4.	Kathryn Camille Arbuckle PMB #115 4725 E. Sunrise Dr. Tucson, AZ 85718	25%

ASSIGNMENT

The W. Clifton Arbuckle Revocable Trust Under Trust Agreement dated 1-1-96 whose address is 633 17th St. #1650, Denver, CO 80202 hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey and assign unto SEE THE ATTACHED EXHIBIT "A" whose address is _____, all of Assignor's right, title and interest in and to the following described oil and gas lease(s) in Sublette County, Wyoming, to wit:

SEE THE ATTACHED EXHIBIT "B"

This Assignment is made, executed, delivered and accepted subject to the following express terms and conditions.

1. This Assignment is made without warranty of title or representation, expressed or implied.

Executed this 2nd day of October, 2001.
Effective January 1, 2002 at 7:00 AM.

Witness:

W. Clifton Arbuckle Revocable Trust
Under Trust Agreement Dated 1-1-96

W. Clifton Arbuckle Trustee
W. Clifton Arbuckle, Trustee

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by W. Clifton Arbuckle as Trustee of the W. Clifton Arbuckle Revocable Trust Under Trust Agreement Dated 1-1-96.

WITNESS my hand and official seal.

Notary Public
Jaxcene L. Heinze

My Commission Expires: 1/4/04

286959

RECORDED Oct. 22 2001 11:00 AM
IN BOOK 119 046 PAGE 653
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated October 2, 2001, by and between the W. Clifton Arbuckle Revocable Trust Dated 1-1-96 and Rachel Arbuckle, et al.

1.	Rachel Arbuckle 3237 S. Richfield St. Aurora, CO 80013	1/2
2.	W. Curtis Arbuckle 3237 S. Richfield St. Aurora, CO 80013	1/2

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Assignment dated October 2, 2001, by and between the W. Clifton Arbuckle Revocable Trust Dated 1-1-96 and Rachel Arbuckle, et al.

Lessor: USA WYW-015314
Lease Date: 6-1-52
Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
Township 30 North, Range 108 West
Section 23: NW¼
Sublette County, WY

656

ASSIGNMENT

The Roy H. Dubitzky Trust whose address is 6663 S. Prescott Way, Littleton, CO 80120 hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey and assign unto SEE THE ATTACHED EXHIBIT "A" whose address is _____, all of Assignor's right, title and interest in and to the following described oil and gas lease(s) in Sublette County, Wyoming, to wit:

SEE THE ATTACHED EXHIBIT "B"

This Assignment is made, executed, delivered and accepted subject to the following express terms and conditions.

1. This Assignment is made without warranty of title or representation, expressed or implied.

Executed this 2nd day of October, 2001.

Witness:
W. Clayton Arbuckle

The Roy H. Dubitzky Trust
Roy H. Dubitzky, Trustee

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by Roy H. Dubitzky as Trustee of The Roy H. Dubitzky Trust.

WITNESS my hand and official seal.

JAXCENE L. HEINZE NOTARY PUBLIC

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze

286960

My Commission Expires: 1/4/04

RECORDED Oct. 22 2001 11:00AM
IN BOOK 119 046 PAGE 656
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT DATED OCTOBER 2, 2001, BY AND BETWEEN THE ROY H. DUBITZKY TRUST AND DAN ROGER DUBITZKY, ET AL.

1.	Dan Roger Dubitzky 8350 Pleasant Beach Road Bainbridge Island, WA 98110	1/3 of 1.66667% of 8/8ths
2.	Mary Gail Dubitzky 3028 Shetland Dr. Pleasant Hill, CA 94523	1/3 of 1.66667% of 8/8ths
3.	Jane Ann Dubitzky 520 5th St. Bozeman, MT 59771	1/3 of 1.66667% of 8/8ths

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT DATED OCTOBER 2, 2001, BY AND BETWEEN THE ROY H. DUBITZKY TRUST AND DAN ROGER DUBITZKY, ET AL.

1. Lessor: USA WYW-015314
   Lease Date: 6-1-52
   Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
   Township 30 North, Range 108 West
   Section 14: SW¼
   Section 15: All
   Sublette County, WY

2. Lessor: USA WYW-016161
   Lease Date: 7-1-52
   Lands Covered: **INSOFAR AND ONLY INSOFAR AS LEASE COVERS:**
   Township 30 North, Range 108 West
   Section 13: All
   Section 14: NE¼, N½SE¼, SE¼SE¼, NE¼NW¼, S½NW¼
   Sublette County, WY

[redacted] 656 [redacted] [redacted]

Pinedale Anticline

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-018039

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4NW/4 Containing 40.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286978

RECORDED Oct. 22 2000 at 2:45pM
IN BOOK 119 OTG PAGE 659
FEES $10.00 M. Lovett CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 AUG 01 2000

/S/ Carmen E. Lovett
By _____ LAND LAW EXAMINER AUG 28 2000
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

10

6060

Part A (Continued): ADDITIONAL SPACE for Nam[illegible] addresses of additional transferees in Item No. 1, if nee[illegible] 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor or Attorney-in-fact Mick McMurry, President
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee or Attorney-in-fact Mick McMurry, President
(Signature)

BURDEN HOURS STATEMENT

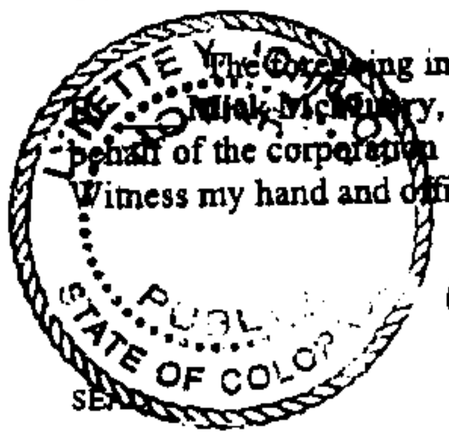
Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.



Notary Public

SEAL

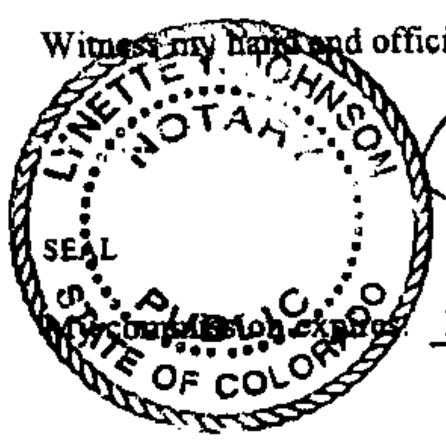
My Commission Expires 11/30/2002 November 30, 2002

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.



Notary Public

SEAL

My Commission Expires 11/30/2002 November 30, 2002

My Commission Expires 11/30/2002

امامی

6062

FORM 3000-4 (January 1994) DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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.
E
WYW-026025

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **NERD ENERGY, INC.**
   Street P.O. Box 3003
   City, State, ZIP Code **Casper, Wyoming 82602**

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 14: SW/4, S/2NW/4 Section 23: SE/4 Section 24: W/2SW/4 Containing 480.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286979

RECORDED Oct. 22 2001 2:45PM
IN BOOK 119 OG PAGE 462
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective AUG 01 2000

By /s/ Mavis Love (Authorized Officer)
Chief, Leasable Minerals Section (Title)
DEC 05 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Nam d addresses of additional transferees in Item No. 1, if ne 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 15 day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or Mick McMurry, President
Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 15 day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO SEAL

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

[redacted] [redacted] [redacted]

FORM 3000-3a
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-026025

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street [redacted] P.O. Box 3003
   City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 23: NE/4 From surface to the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W.	18.0211%	18.0211%	-0-	-0-	Of Record
Township 31 North, Range 109 West, 6th P.M. Section 23: NE/4 Below the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W. Containing 160.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286980

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 OR PAGE 665
FEES $ 10.00 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 transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☒ Transfer approved effective AUG 01 2000

By /s/ Mavis Love (Authorized Officer) for Chief, Leasable Minerals Section (Title) DEC 05 2000 (Date)

FOR ASSIGNEE

665

6 6 6

Part A (Co ...ued): ADDITIONAL SPACE for Nam ...d addresses of additional transferees in Item No. 1, if nee ...r 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or Mick McMurry, President
Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 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 **Mick McMurry**, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

FORM 3000-3a
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 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

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

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

Lease Serial No.

WYW-144996

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 6: LOTS 1, 2, S/2NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: W/2 Section 31: E/2 Containing 797.84 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

286981

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 Misc. PAGE 1068
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swan

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 AUG 01 2000

By /s/ Theresa M. Stevens (Authorized Officer)
LAND LAW EXAMINER (Title)
AUG 25 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Name addresses of additional transferees in Item No. 1, if nee 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 1st day of May ,2000

Name of Transferor **NERD ENTERPRISES, INC.**
Please type or print

Transferor Mick McMurry
or **Mick McMurry, President**

Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or **Mick McMurry, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

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

Lease Serial No.

WYW-026026

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 Section 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. Containing 75.65 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286982
RECORDED Oct. 02 2001 2:45PM
IN BOOK 119 O+G PAGE 671
FEES $ 10.00 M. Lovell CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer) LAND LAW EXAMINER (Title) SEP 06 2000 (Date)

FOR ASSIGNEE

671

Part A (Continued): ADDITIONAL SPACE for Na nd addresses of additional transferees in Item No. 1, if a , 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or
Attorney-in-fact _____
Mick McMurry, President
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or
Attorney-in-fact _____
Mick McMurry, President
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as 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: November 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 Mick McMurry, as President of NERD ENERGY, INC. a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

FORM 3106-1 (June 1990) DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-06269

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street XXXXXXXXX P.O. Box 3003
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 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 Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: SE/4 Section 24: NW/4, SE/4 Section 25: NW/4, SE/4 Containing 1,120.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286983

RECORDED Oct. 22 20 01 2:45 PM
IN BOOK 119 OR6 PAGE 674
FEES $ 10.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy S. Deputy

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /s/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIGNEE

10

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Na and addresses of additional transferees in Item No. 1, if n 1, 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 1ST day of May ,2000

Name of Transferor **NERD ENTERPRISES, INC.**
Please type or print

Transferor Mick McMurry
or Mick McMurry, President
Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1ST day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, 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.

6716

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-06269

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P.O. Box 3003
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 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 31 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4 Section 24: NE/4 From surface to the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W.	18.0211% 21.96563% 18.0211%	18.0211% 21.96563% 18.0211%	-0- -0- -0-	-0- -0- -0-	Of Record Of Record Of Record
Township 31 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4 Section 24: NE/4 Below the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W. Containing 640.00 acres, more or less Sublette County, Wyoming	6.1875% 6.1875% 6.1875%	6.1875% 6.1875% 6.1875%	-0- -0- -0-	-0- -0- -0-	Of Record Of Record Of Record

286984

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 Pg 6 PAGE 677
FEES $0.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIGNEE

677

Part A (Continued):- ADDITIONAL SPACE for N[illegible]nd addresses of additional transferees in Item No. 1, if [illegible], 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurrey
or Mick McMurrey, President
Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurrey
or Mick McMurrey, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 25 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-06270

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Subleasee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S/2NW/4, S/2 Section 3: Lots 1-4, S/2N/2, S/2 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4 Containing 1,514.60 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286985

RECORDED Oct. 22 2001 2:45PM
IN BOOK 119 OR6 PAGE 680
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovell (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Nam[illegible]nd addresses of additional transferees in Item No. 1, if ner[illegible] 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 1st day of May ,2000 Executed this 1st day of May ,2000

Name of Transferor **NERD ENTERPRISES, INC.**
Please type or print

NERD ENERGY, INC.

Transferor Mick McMurry
or Mick McMurry, President
Attorney-in-fact _____
(Signature)

Transferee Mick McMurry
or Mick McMurry, President
Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as 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: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

FORM 3000-3
(December 1988)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 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

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

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

Lease Serial No.

WYW-06286

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West, 6th P.M. Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: ALL Section 35: SW/4 Containing 1,600.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286986

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 OR6 PAGE 683
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Nam addresses of additional transferees in Item No. 1, if nee 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or Mick McMurry, President

Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, 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.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

6086

FORM 3000-3 (January 1996) DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-016162

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4 Containing 160.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

286987
RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 Oth6 PAGE 1086
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[X] Transfer approved effective AUG 01 2000

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

LAND LAW EXAMINER (Title) AUG 24 2000 (Date)

FOR ASSIGNEE

10

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names addresses of additional transferees in Item No. 1, if needed 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or Mick McMurry, President

Attorney-in-fact _____
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or Mick McMurry, President

Attorney-in-fact _____
(Signature)

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 fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as 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: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation.
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-016161

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 14: NE/4NW/4, S/2NW/4 Containing 120.00 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286988

RECORDED Oct. 22 2001 2:45PM
IN BOOK 119 OR 8 PAGE 689
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[X] Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett — LAND LAW EXAMINER — SEP 12 2000
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

10

690

Part A (Continued): ADDITIONAL SPACE for Names addresses of additional transferees in Item No. 1, if needed 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or
Attorney-in-fact
Mick McMurry, President
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or
Attorney-in-fact
Mick McMurry, President
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of **NERD ENTERPRISES, INC.** a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

My commission expires: November 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 Mick McMurry, as President of **NERD ENERGY, INC.** a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

692

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 APR 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-124073
Lease Effective Date (Anniversary Date)	May 1, 1991
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 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 30 North, Range 109 West, 6th P.M.					
Section 1: Lots 1, 2, S/2NE/4, SW/4	8.25%	8.25%	0.00	0.00	of Record
Section 1: Lots 3, 4, S/2NW/4, SE/4	8.25%	8.25%	0.00	0.00	of Record
Section 2: Lots 1, 2, S/2NE/4, SW/4					
Section 2: Lots 3, 4, S/2NW/4, SE/4					
Township 31 North, Range 109 West, 6th P.M.	24.75%	24.75%	0.00	0.00	of Record
Section 28: NE/4, N/2SE/4, SE/4SE/4	24.75%	24.75%	0.00	0.00	of Record
Section 35: SE/4					
Containing 1720.80 acres, more or less Sublette County, Wyoming					

286989

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 OR 6 PAGE 192
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 MAY 01 2001

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

Chief, Fluid Minerals Adjudication (Title)

MAY 23 2001 (Date)

FOR ASSIGNEE

70

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Na nd addresses of additional assignees in Item No. 1, if ne 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 Executed this 1st day of May , 2000

Name of Assignor as shown on current lease NERD ENTERPRISES, INC. NERD ENERGY, INC.

Please type or print

Assignor or Mick McMurry, President

Attorney-in-fact _____ (Signature)

P. O. Box 949 (Assignor's Address)

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

Assignee 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: 1998-774-004/41005

STATE OF COLORADO)
)§
COUNTY OF DENVER)

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

Witness my hand and official seal.

Notary Public

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 Mick McMurry, President of Nerd Energy, 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]

FORM 3000-3 (January 1996) DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:00

RECEIVED CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-015316

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S/2, S/2NW/4 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 Containing 1592.24 acres, more or less Sublette County, Wyoming	6.1875%	6.1875%	-0-	-0-	Of Record

286930

RECORDED Oct. 22 2001 2:45PM
IN BOOK 119 O&G PAGE 695
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.

[X] Transfer approved effective AUG 01 2000

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

LAND LAW EXAMINER (Title) AUG 24 2000 (Date)

FOR ASSIGNEE

695

6960

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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or
Attorney-in-fact _____
(Signature)

Mick McMurry, President

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or
Attorney-in-fact _____
(Signature)

Mick McMurry, President

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By Mick McMurry, as President of NERD ENTERPRISESES, INC., A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires: November 30, 20002

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 Mick McMurry, as President of NERD ENERGY, INC., A Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

LINETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Notary Public

SEAL

My commission expires: November 30, 20002

My Commission Expires 11/30/2002

FORM 3000-3a
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:09

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-144993

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NERD ENERGY, INC.
   Street P. O. Box 949
   City, State, ZIP Code Casper, Wyoming 82602

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

This transfer is for: *(Check one)* [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 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 Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 19: LOTS 3, 4, E/2SW/4 Section 30: LOTS 1-4, E/2W/2 Section 31: LOTS 1-4, E/2W/2 Containing 614.32 acres, more or less Sublette County, Wyoming 286991	6.1875%	6.1875%	-0-	-0-	Of Record

RECORDED Oct. 22 2001 2:45 PM
IN BOOK 119 O+G PAGE 698
FEES $ 10.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sickler

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 AUG 01 2000

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

LAND LAW EXAMINER (Title) AUG 25 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Nar id addresses of additional transferees in Item No. 1, if ner 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 1st day of May ,2000

Name of Transferor NERD ENTERPRISES, INC.
Please type or print

Transferor Mick McMurry
or
Attorney-in-fact Mick McMurry, President
(Signature)

P. O. Box 949
(Transferor's Address)

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

Executed this 1st day of May ,2000

NERD ENERGY, INC.

Transferee Mick McMurry
or
Attorney-in-fact Mick McMurry, President
(Signature)

BURDEN HOURS STATEMENT

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

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STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By Mick McMurry, as 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: November 30, 2002

My Commission Expires 11/30/2002

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1" day of May, 2000 By Mick McMurry, as President of NERD ENERGY, INC. a Wyoming corporation, on behalf of the corporation

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

(January 1996)

00 JUL 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

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

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

Lease Serial No.

WYW-144993

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** MCMURRY ENERGY COMPANY
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 19: LOTS 3, 4, E/2SW/4 Section 30: LOTS 1-4, E/2W/2 Section 31: LOTS 1-4, E/2W/2 Containing 614.32 acres, more or less Sublette County, Wyoming	12.375%	12.375%	-0-	-0-	Of Record

287022

RECORDED Oct 24 2001 9:15a M
IN BOOK 119 O+G PAGE 701
FEES $ 10.00 M County CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisto

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 AUG 01 2000

By /s/ Theresa M. Stevens (Authorized Officer) LAND LAW EXAMINER (Title) AUG 25 2000 (Date)

FOR ASSIGNEE

22

Part A (Continued): ADDITIONAL SPACE for Nam[illegible] addresses of additional transferees in Item No. 1, if nee[illegible] 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 1st day of May ,2000

Name of Transferor MCMURRY OIL COMPANY
Please type or print

Transferor
or
Attorney-in-fact John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Transferor's Address)

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

Executed this 1st day of May ,2000

MCMURRY ENERGY COMPANY

Transferee
or
Attorney-in-fact John W. Martin, as President
(Signature)

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000
By John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

****

My Commission Expires 11/30/2002

FORM 2000-3*
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2001 FEB 23 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-144993

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Subleasee)*** MCMURRY ENERGY COMPANY 49.50%
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 19: LOTS 3, 4, E/2SW/4 Section 30: LOTS 1-4, E/2W/2 Section 31: LOTS 1-4, E/2W/2 Sublette County, Wyoming Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 12,800 feet as encountered in the Pinedale 13-19 located in the SW/4SW/4 Section 19, Township 31 North Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996, between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI Leases and for Net Profits Interest dated March 31, 1954 among NOVI Oil Company, Malco Refineries, Inc. El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. Percentages to be proportionately reduced as to the interest owned and retained herein. It is the intent of this assignment to be effective with first production from the Pinedale 13-19 Well.	63.7500% 47.8125%	63.7500% 47.8125%	0.0000% 0.0000%	0.0000% 0.0000%	Of Record Of Record

287083

RECORDED Oct. 24 2001 9:15 A.M.
IN BOOK 119 O&G PAGE 704
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective MAR 01 2001

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

LAND LAW EXAMINER (Title)

APR 04 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.

Fort Collins Consolidated Royalties 23.75%
c/o AEC Oil & Gas Co. (USA) Inc.
370 17th St. Suite 3050
Denver, Colorado 80202

Nord Energy Inc. 24.75%
P. O.Box 3003
Casper, Wyoming 82602

Edward M. Warner 2%
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 1st day of February, 19 2001

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor [signature]
or
Roger J. Biemans, President

Attorney-in-fact _____
(Signature)

370 17th St., Suite 3050
(Assignor's Address)

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

Executed this _____ day of _____, 19 _____

See Attached

Assignee _____
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.

706

Attached to and made a part of that certain Transfer of Operating Rights
from McMurry Oil Company to McMurry Energy Company., et al.
Dated February 1, 20 01

Executed this 5th day of February, 20 01

TRANSFEREE: **McMurry Energy Company**

By: John W. Roberts

Title: Senior Vice President
per FAX recd 4/4/01 JB

Executed this 13th day of February 20 01

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: R. K.

Title: President

Executed this 5th day of February, 20 01

TRANSFEREE: **Nerd Energy, Inc.**

By: Mick McMurry

Title: President

Executed this 5th day of February, 20 01

TRANSFEREE: **Edward M. Warner**

By: Edward M. Warner

Title:

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February, 20 01 By Roger Biemans, as 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: November 30, 2002

My Commission Expires 11/30/2002

707

708

FORM 3'-30-3a
(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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
WY-15-00017 Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-06269

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** McMurry Energy Company — 49.50%
   Street 370 17th Street Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

***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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: E/2SW/4 Section 25: SW/4, NE/4 Sublette County, Wyoming (Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 12,800 feet as encountered in the Pinedale #13-19 located in the SW/4SW/4 Section 19, Township 31 North, Range 108 West). This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996, between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI Leases and for Net Profits Interest dated March 31,1954 among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming It is the intent of this assignment to be effective with first production from the Pinedale #13-19 Well. 287024 RECORDED Oct 24 2001 9:15 AM IN BOOK 119 016 PAGE 708 FEES $ 12.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sexton	47.8125%	47.8125%	0.0000%	0.0000%	Of Record

RECEIVED
2001 FEB 23 AM 9 01
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA — **FOR ASSIGNEE**

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 MAR 0 1 2001

By /s/ Theresa M. Stevens — LAND LAW EXAMINER — APR 25 2001
(Authorized Officer) (Title) (Date)

32

[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.

Fort Collins Consolidated Royalties 23.75%
c/o AEC Oil & Gas Co. (USA) Inc.
370 17th St. Suite 3050
Denver, Colorado 80202

Nerd Energy Inc. 24.75%
P. O.Box 3003
Casper, Wyoming 82602

Edward M. Warner 2%
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 15th day of February, 19 2001

Name of Assignor as shown on current lease McMurry Oil Company
Please type or print

Assignor R.J.B. mm
Roger J. Biemans, President
or
Attorney-in-fact _____
(Signature)

370 17th St., Suite 3050
(Assignor's Address)

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

Executed this _____ day of _____, 19 _____

See Attached

Assignee _____
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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Attached to and made a part of that certain Transfer of Operating Rights
from McMurry Oil Company to McMurry Energy Company., et al.
Dated February 1, 20 01

Executed this 5th day of February, 2001

TRANSFEREE: **McMurry Energy Company**

By: John W. Robinson

Title: _____

Executed this 1st day of February, 2001

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: _____

Title: President

Executed this 5th day of February, 2001

TRANSFEREE: **Nerd Energy, Inc.**

By: Mick McMurry

Title: President

Executed this 5th day of February, 2001

TRANSFEREE: **Edward M. Warner**

By: _____

Title: _____

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of February 2001 By Roger Biemans, as 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: November 30, 2002

My Commission Expires 11/30/2002

FORM 3000-3
(September 1996)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 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

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

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

Lease Serial No.

WYW-06269

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 13: NW/4, SE/4 Section 14: SE/4 Section 24: NW/4, SE/4 Section 25: NW/4, SE/4 Containing 1,120.00 acres, more or less Sublette County, Wyoming	12.375%	12.375%	-0-	-0-	Of Record

287025

RECORDED Oct. 24 2001 9:15AM
IN BOOK 119 O+G PAGE 712
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovell (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 1 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued) - ADDITIONAL SPACE for Names addresses of additional transferees in Item No. 1, if needed 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 1st day of May ,2000

Name of Transferor MCMURRY OIL COMPANY
Please type or print

Transferor [signature]
or
Attorney-in-fact John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Transferor's Address)

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

Executed this 1st day of May ,2000

MCMURRY ENERGY COMPANY

Transferee [signature]
or
Attorney-in-fact John W. Martin, as President
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2000 By John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

My Commission Expires 11/30/2002

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 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

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

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

Lease Serial No.

WYW-06269

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** MCMURRY ENERGY COMPANY
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4 Section 24: NE/4 From surface to the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W.	36.0422% 43.93125% 36.0422%	36.0422% 43.93125% 36.0422%	-0- -0- -0-	-0- -0- -0-	Of Record Of Record Of Record
Township 31 North, Range 109 West, 6th P.M. Section 13: NE/4, SW/4 Section 14: NE/4 Section 24: NE/4 Below the stratigraphic equivalent of 10,680 feet as encountered in the Pinedale Federal 1-14 located in the NE/4 of Section 14, T31N-R109W. Containing 640.00 acres, more or less Sublette County, Wyoming	12.375% 12.375% 12.375%	12.375% 12.375% 12.375%	-0- -0- -0-	-0- -0- -0-	Of Record Of Record Of Record

287026

RECORDED Oct 24 2001 9:15 A.M.
IN BOOK 119 O+G PAGE 715
FEES $ 10.00 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 transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovell (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Name ' addresses of additional transferees in Item No. 1, if nee r 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 1ST day of May ,2000

Name of Transferor MCMURRY OIL COMPANY
Please type or print

Transferor
or
Attorney-in-fact
John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Transferor's Address)

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

Executed this 1ST day of May ,2000

MCMURRY ENERGY COMPANY

Transferee
or
Attorney-in-fact
John W. Martin, as President
(Signature)

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

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

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: November 30, 2002

****

My Commission Expires 11/30/2002

718

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
WY-15-00018 Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-06270

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Subleasee)*** McMurry Energy Company — 49.50%
   Street 370 17th Street Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

***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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M.					
Section 2: SW/4	63.7500%	63.7500%	0.0000%	0.0000%	Of Record
Section 3: Lots 1-2, S/2NE/4, SW/4	47.8125%	47.8125%	0.0000%	0.0000%	Of Record
Sublette County, Wyoming					
(Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A located in SW/4SW/4, Section 2 Township 31 North Range 109 West)					
This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996, between Meridian Oil Inc. and McMurry Oil Company.					
Also subject to that certain Agreement for Assignment of NOVI Leases and for Net Profits Interest dated March 31,1954 among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming					
*Percentage to be proportionately reduced as to the interest owned and retained herein.					
It is the intent of this assignment to be effective with first production from the Pinedale 13-2A Well.					

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
2001 FEB 23 AM 9 00
CHEYENNE, WYOMING

287027

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 119 O&G PAGE 718
FEES $ 12.00 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 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 MAR 0 1 2001

By /s/ Theresa M. Stevens (Authorized Officer) — LAND LAW EXAMINER (Title) — APR 0 4 2001 (Date)

20

FOR ASSIGNEE

[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.

Fort Collins Consolidated Royalties 23.75%
c/o AEC Oil & Gas Co. (USA) Inc.
370 17th St. Suite 3050
Denver, Colorado 80202

Nerd Energy Inc. 24.75%
P. O.Box 3003
Casper, Wyoming 82602

Edward M. Warner 2%
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 1st day of February, 19 2001

Name of Assignor as shown on current lease **McMurry Oil Company**
Please type or print

Assignor _____
or
Roger J. Biemans, President

Attorney-in-fact _____
(Signature)

370 17th St., Suite 3050
(Assignor's Address)

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

Executed this _____ day of _____, 19 ____

See Attached

Assignee _____
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.

Attached to and made a part of that certain Transfer of Operating Rights
from McMurry Oil Company to McMurry Energy Company., et al.
Dated February 1, 2001

Executed this 5th day of February, 2001

TRANSFEREE: McMurry Energy Company

By: John W. Adams

Title: _____

Executed this 5th day of February 2001

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: _____

Title: President

Executed this 5th day of February, 2001

TRANSFEREE: Nerd Energy, Inc.

By: Mick McMurry

Title: President

Executed this 5th day of February, 2001

TRANSFEREE: Edward M. Warner

By: Edward M. Warner

Title: _____

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February 20 01
By Roger Biemans, as 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: November 30, 2002

My Commission Expires 11/30/2002

FORM 3000-3a
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 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

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

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

Lease Serial No.

WYW-06270

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* MCMURRY ENERGY COMPANY
   Street 370 17th Street, Suite 3020
   City, State, ZIP Code Denver, Colorado 80202

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S/2NW/4, S/2 Section 3: Lots 1-4, S/2N/2, S/2 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4 Containing 1,514.60 acres, more or less Sublette County, Wyoming	12.375%	12.375%	-0-	-0-	Of Record

287028

RECORDED Oct. 04 2001 9:15 AM
IN BOOK 119 O&G PAGE 722
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucko

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By 'S/ Carmen E. Lovett
(Authorized Officer)

LAND LAW EXAMINER
(Title)

DEC 14 2000
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Nam d addresses of additional assignees in Item No. 1, if neec 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 **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, 2002
By John W. Martin, as 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: November 30, 2002

My Commission Expires 11/30/2002

FORM 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 JUL 26 AM 9:08

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-018039

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** **MCMURRY ENERGY COMPANY**
   Street **370 17th Street, Suite 3020**
   City, State, ZIP Code **Denver, Colorado 80202**

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

This transfer is for: *(Check one)* [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 interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. **Section 14: NW/4NW/4** **Containing 40.00 acres, more or less** **Sublette County, Wyoming**	12.375%	12.375%	-0-	-0-	Of Record

287029

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 119 O+G PAGE 725
FEES $10.00 Mary L. Lyttle 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.

[X] Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title) AUG 28 2000 (Date)

FOR ASSIGNEE

10

Part A (Continued): ADDITIONAL SPACE for Name[illegible] addresses of additional transferees in Item No. 1, if nee[illegible] 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 1st day of May ,2000

Name of Transferor MCMURRY OIL COMPANY
Please type or print

Transferor or Attorney-in-fact John W. Martin, as President
(Signature)

370 17th Street, Suite 3020
(Transferor's Address)

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

Executed this 1st day of May ,2000

MCMURRY ENERGY COMPANY

Transferee or Attorney-in-fact John W. Martin, as President
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 2003 By John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: November 30, 2002

SEAL PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

727