FORM 3000-3a
(January 1995)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

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)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

W-015316

2001 FEB 23 AM 9 01

RECEIVED
CHEYENNE, WYOMING

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 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 Sublette County, Wyoming Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 11,460 feet as encountered in the New Fork Unit 13-10 located in the SW/4SW/4 Section 10, Township 31 North, Range 108 West. The 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, 1964 among NOVI Oil Company, Malco Refineries, Inc. El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1964 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 New Fork Unit 13-10 Well.	47.8125%	47.8125%	0.0000%	0.0000%	Of Record

287030

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 O+G PAGE 1
FEES $ 13.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy 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 MAR 01 2001

By /s/ Theresa M. Stevens — LAND LAW EXAMINER — APR 04 2001
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

2-

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. Biemans
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.

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]

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: [signature]

Title: Senior Vice President
per FAX rec'd 4/4/01 GS

Executed this 1st day of February 2001

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: [signature]

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: [signature]

Title: _____

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of February 20 00
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

WY-051-00011-00

RECEIVED
SEP 01 2000
BY:

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

FORM DEPARTMENT OF THE INTERIOR
(January 1988) 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)

Lease Serial No.

WYW-015316

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 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**	12.375%	12.375%	-0-	-0-	Of Record

Containing 1592.24 acres, more or less
Sublette County, Wyoming

287031

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 OTG PAGE 5
FEES $ 10.00 Mary L. Gilt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacco

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 ASSIGN[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 lands 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

Transferee 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, 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

My Commission expires: November 30, 2002

My Commission Expires 11/30/2002

WY4-051-00025-00

FORM 1000-3a
(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

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-144994

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 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	12.375%	12.375%	-0-	-0-	Of Record

287032

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 016 PAGE 8
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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

10

[redacted] [redacted] [redacted]

Item A (Continued): ADDITIONAL SPACE for Name(s) and address(es) 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 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

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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

[redacted] [redacted] [redacted]

WY-05I-00020-00

FORM 3000-14
(March 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-06286

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 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 **287033** Sublette County, Wyoming	12.375%	12.375%	-0-	-0-	Of Record

RECORDED Oct. 24 2001 9:15AM
IN BOOK 120 O+G PAGE 11
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scatton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective AUG 01 2000

By /S/ Carmen E. Lovell (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 14 2000 (Date)

FOR ASSIG[redacted]

22

Part A (Continued): ADDITIONAL SPACE for Name addresses of additional transferees in Item No. 1, if need 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; (c) 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

Transferee 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

14

FORM 3100-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

W-06286

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)

WY-15-00020

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 Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4 Section 35: SW/4 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 It is the intent of this assignment to be effective with first production from the Pinedale Federal #13-2A well	47.8125%	47.8125%	0.0000%	0.0000%	Of Record

287034

RECORDED Oct. 24 20 01 9:15 AM
IN BOOK 120 OR PAGE 14
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Roy Cathy Saxton

2001 FEB 23 AM 9 00
RECEIVED
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

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 01 2001

By /s/ Theresa M. Stevens — LAND LAW EXAMINER — APR 04 2001
(Authorized Officer) (Title) (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

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 this 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. Robertson

Title: Senior Vice President

per FAX rec'd 4/4/01 JS

Executed this 5th day of February 2001

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: [redacted]

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: _____

[redacted] [redacted] [redacted]

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
(JUNE 1988)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

00 JUL 26 AM 9:0

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

E
WYW-026025

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 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	12.375%	12.375%	-0-	-0-	Of Record

287035

RECORDED Oct. 24 2001 9:15AM
IN BOOK 180 046 PAGE 18
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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 Name[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 [signature]
or John W. Martin, as President

Attorney-in-fact _____
(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 John W. Martin, as 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 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

4-051-15

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)*** 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 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 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.	36.0422%	36.0422%	-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	12.375%	12.375%	-0-	-0-	Of Record

287036

RECORDED Oct. 24 2000 9:15AM
IN BOOK 180 O+G PAGE 81
FEES $ 10.00 M Love 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 Chief, Leasable Minerals Section DEC 05 2000
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Name(s) and address(es) of additional transferees in Item No. 1, if needed. Use 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, 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

24

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2001 FEB 23 AM 9:00
WY-15-00015
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

E
W-026025

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: W2SW4 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 McMurryOilCompany. 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.	47.8125%	47.8125%	0.0000%	0.0000%	Of Record

287037

RECORDED Oct. 24 2001 9:15a.M
IN BOOK 120 O+G PAGE 24
FEES $12.00 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 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 Inc. 23.75%
c/o AEC Oil & Gas (USA), Inc.
370 17th Street 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 2001 Executed this _____ day of _____, 19 ____

Name of Assignor as shown on current lease **McMurry Oil Company** **See Attached**
Please type or print

Assignor R. B. Biemans Roger J. Biemans, President **Assignee** _____
or or

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

370 17th Street Suite 3050
(Assignor's Address)

Denver, Colorado 80202
(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.

Signature pages attached to and made a part of Transfer of Operating Rights as to a portion of Lease WYW- 026025 from McMurry Oil Company to McMurry Energy Company, et al.

Executed this 5th day of February 2001

Transferee: **McMurry Energy Company**

Transferee _____ (Signature)

Title Senior Vice President per FAX rec'd 4/4/01 CS

Executed this 5th day of February 2001

Fort Collins Consolidated Royalties, Inc.

Transferee _____ (Signature)

Title President

Executed this 5th day of February 2001

Transferee: **Nerd Energy, Inc.**

Transferee _____ (Signature)

Title PRESIDENT

Executed this 5th day of February 2001

Edward M. Warner

Transferee _____ (Signature)

Title _____

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of February 20 10
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

My commission expires: November 30, 2002

SEAL PUBLIC STATE OF COLORADO

****

My Commission Expires 11/30/2002

WY-051-00070-00

RTMENT OF THE INTERIOR
AU OF LAND MANAGEMENT
(January 1996)
0 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-015314

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 Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 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**	12.375%	12.375%	-0-	-0-	Of Record

287038

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 O+G PAGE 28
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

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

22

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Name and addresses of additional transferees in Item No. 1, if need | 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 [signature]
or **John W. Martin, as President**
Attorney-in-fact _____
(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 John W. Martin, as President
Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

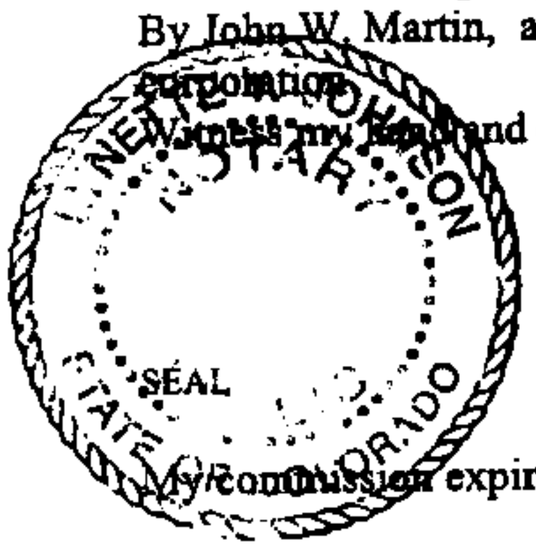
Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department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

My Commission Expires 11/30/2002

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.)
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)

WY-015-00010

Lease Serial No.

W-015314

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 30 North, Range 108 West, 6th P.M.					
Section 9: SW/4	47.8125%	47.8125%	0.0000%	0.0000%	Of Record
Section 14: SW/4	47.8125%	47.8125%	0.0000%	0.0000%	Of Record
Section 10: SW/4	63.7500%	63.7500%	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 11,460 feet as encountered in the New Fork Unit 13-10 located in the SW/4SW/4 Section 10, Township 31 North, Range 108 West.

The Assignment is made subject to the terms and conditions of Farmout Agreement dated July 18, 1966, 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 New Fork Unit 13-10 Well.

287039

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 046 PAGE 31
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

RECEIVED
2001 FEB 23 AM 9 00
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

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)

FOR ASSIGNEE

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 R. Biemans
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.

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]

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: Senior Vice President

per FAX rec'd 4/4/01 CB

Executed this 1st day of February 2001

TRANSFEREE: Fort Collins Consolidated Royalties Inc.

By: K. R. [illegible]

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

Wy-051-00026-00

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

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)* 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 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 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	12.375%	12.375%	-0-	-0-	Of Record

287040

RECORDED Oct. 24 2001 9:15AM
IN BOOK 120 OTG PAGE 35
FEES $10.00 M [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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

JD

Part A (Continued): ADDITIONAL SPACE for Name addresses of additional transferees in Item No. 1, if need 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.

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 APPROVED
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)* **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 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 108 West, 6th P.M. **Section 14: NE/4NW/4, S/2NW/4** **Containing 120.00 acres, more or less** **Sublette County, Wyoming**	12.375%	12.375%	-0-	-0-	Of Record

287041

RECORDED Oct. 24 20 01 9:15 AM
IN BOOK 120 OTG PAGE 38
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. Lovett (Authorized Officer)
LAND LAW EXAMINER (Title)
SEP 12 2000 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Name 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 MCMURRY OIL COMPANY
Please type or print

Transferor _____
or John W. Martin, as President
Attorney-in-fact _____
(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 John W. Martin, as 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 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

WY-051-00013-00.

FORM 3000-3a
(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)* **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 11: SW/4** **Containing 160.00 acres, more or less** **Sublette County, Wyoming**	12.375%	12.375%	-0-	-0-	Of Record

287048

RECORDED Oct. 24 2001 9:15AM
IN BOOK 120.016 PAGE 41
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

Part A (Continued): ADDITIONAL SPACE for Name addresses of additional transferees in Item No. 1, if need 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.

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

44

FORM 3000-3a
(June 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

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-026026

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 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 287043	12.375%	12.375%	-0-	-0-	Of Record

RECORDED Oct. 24 2001 9:15 AM
IN BOOK 120 O+G PAGE 44
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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

ID

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Name and addresses of additional transferees in Item No. 1, if needed. Identify by Serial Number 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, 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

NETTIE Y. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11/30/2002

287044

RECORDED Oct 24 2001 9:15a
IN BOOK 120 O+G PAGE 47
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of May 1, 2000 at 7:00 a.m. Mountain Time (the "Effective Time"), is from McMurry Oil Company, a Wyoming corporation, whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor") to McMurry Energy Company, a Wyoming Corporation,whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignee").

WHEREAS, pursuant to a corporate reorganization, Assignee desires to quit claim all of its right, title and interest in certain oil and gas properties to its parent company, McMurry Energy Company, and Assignee desires to receive such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby quit claims to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(1) The oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein, whether described or not) and mineral interests described in Exhibit A and any other oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein) in which Assignor has any right, title or interest and which are located outside the Jonah Field in Sublette County, Wyoming, as outlined on Exhibit B, whether or not such Leases are described on Exhibit A (the "Leases"), and any and all of Assignor's right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under or that may be produced from the lands covered by the Leases or lands pooled or unitized therewith (the "Lands");

(2) The oil, gas and all other hydrocarbons attributable to the Leases and Lands ;

(3) All oil and gas wells located on the Leases and Lands and all personal property and equipment associated therewith as of the Effective Time;

(4) The rights, to the extent transferable, in and to all existing and effective agreements, if any, which are appurtenant to or used in connection with the ownership or operation of the Leases or Lands;

(5) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, injection facilities, saltwater disposal facilities) to the extent that they are located on the Leases and Lands as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto;

(6) All pipelines on the Leases and Lands or used in conjunction with the Leases and Lands and associated equipment, easements and rights of way;

(7) All other real and personal property associated with the Leases and Lands; and

(8) Copies of all files, records, data and information relating to the Leases, Lands, hydrocarbons, wells, agreements, and other real and personal property described above maintained by Assignor including, without limitation, lease files, land files, abstracts, title opinions, all electronic files related to the Assets, and geologic and other scientific data (including seismic data to the extent such seismic data can be transferred to Assignee), but only to the extent such geologic or other scientific data is not restricted from disclosure or transfer by confidentiality agreements.

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Assignee, and its successors and assigns, forever.

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

A. This assignment is made without warranty of title, express or implied; provided, however, to the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. To the extent the same are transferable, Assignor hereby assigns, transfers, sells, grants, bargains and conveys to Assignee, its successors and assigns, all of Assignor's rights under and by virtue of all covenants and representations, warranties and indemnifications pertaining to the Assets, express or implied (including, without limitation, title and environmental representations, warranties and indemnifications) that were received by Assignor in connection with its acquisitions of the same. To the extent the same are not transferable, Assignor shall use reasonable good faith efforts to enforce the same at the request of, on behalf of, and at the expense of Assignee.

B. Any references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

C. Separate governmental form assignments of the Assets may be executed on officially approved 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 hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

E. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. To facilitate the recording of this Assignment in the counties and states in which the Assets are situated, a counterpart hereof which is recorded in

any county or parish of a particular state may have attached thereto only that portion of Exhibit A which describe and pertain to Assets which are situated in that particular county.

F. The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other action as may be necessary or advisable to carry out their intent under this Assignment.

G. From and after the Effective Time, Assignee shall be entitled to all proceeds received by Assignor relating to the Assets and Assignee shall be liable for all costs and expenses attributable to the Assets for periods after the Effective Time. Assignor shall promptly turn over to Assignee all proceeds of production relating to the Assets and all reimbursements of expenses paid by Assignee which are received by Assignor after the Effective Time and which are attributable to the Assets for any period after the Effective Time. Assignee shall promptly turn over to Assignor all proceeds of production relating to the Assets and all reimbursements of expenses previously paid by Assignor which are received by Assignee after the date hereof and which are attributable to the Assets for any period of time prior to the Effective Time.

H. This Assignment shall be null and void *ab initio* if and to the extent it triggers any preferential rights to purchase which are not waived or to the extent any required consents to assignment are not given but only as to the specific Assets affected by such preferential rights to purchase or consents to assignment.

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

ASSIGNOR:

[SEAL]

MCMURRY OIL COMPANY

ATTEST:

By _____
Title _____ Secretary

By _____
John W. Martin, President

Witnesses:

_____

_____

ACKNOWLEDGMENT

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

Colorado, Kentucky, Nebraska, Utah and all states for which no other acknowledgment form is provided:	The foregoing instrument was acknowledged before me this 31st day of May, 2000, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.
Kansas	This instrument was acknowledged before me on May 31, 2000, by Neal A. McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation on behalf of the corporation.
Mississippi	Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 2000, within my jurisdiction, the within named John W. Martin, who acknowledged that he is the president of McMurry Oil Company, a Wyoming corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.
Montana, Nevada	This instrument was acknowledged before me on May 31, 2000, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of whom instrument was executed.
North Dakota	On this 31st day of May in the year 2000 before me personally appeared John W. Martin known to me (or proved to me on the oath of John W. Martin) to be the president of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Oklahoma

Before me, a notary public in and for this state, on this 31st day of May, 2000, personally appeared John W. Martin, 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 John W. Martin executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Texas

Before me, CHARLES D. BYBEE, notary public, on this day personally appeared John W. Martin, known to me (or proved to me on the oath of John W. Martin) to be the person whose name is subscribed to the foregoing instrument, and known to me to be the president of McMurry Oil Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and seal of office this 31st day of May, A.D., 2000.

Wyoming

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

Witness my hand and official seal.

[SEAL]

Charles Bybee
Notary Public

My commission expires: _____

CHARLES D. BYBEE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Aug. 5, 2000

[redacted] [redacted] [redacted]

EXHIBIT 3

EXCLUDED LANDS

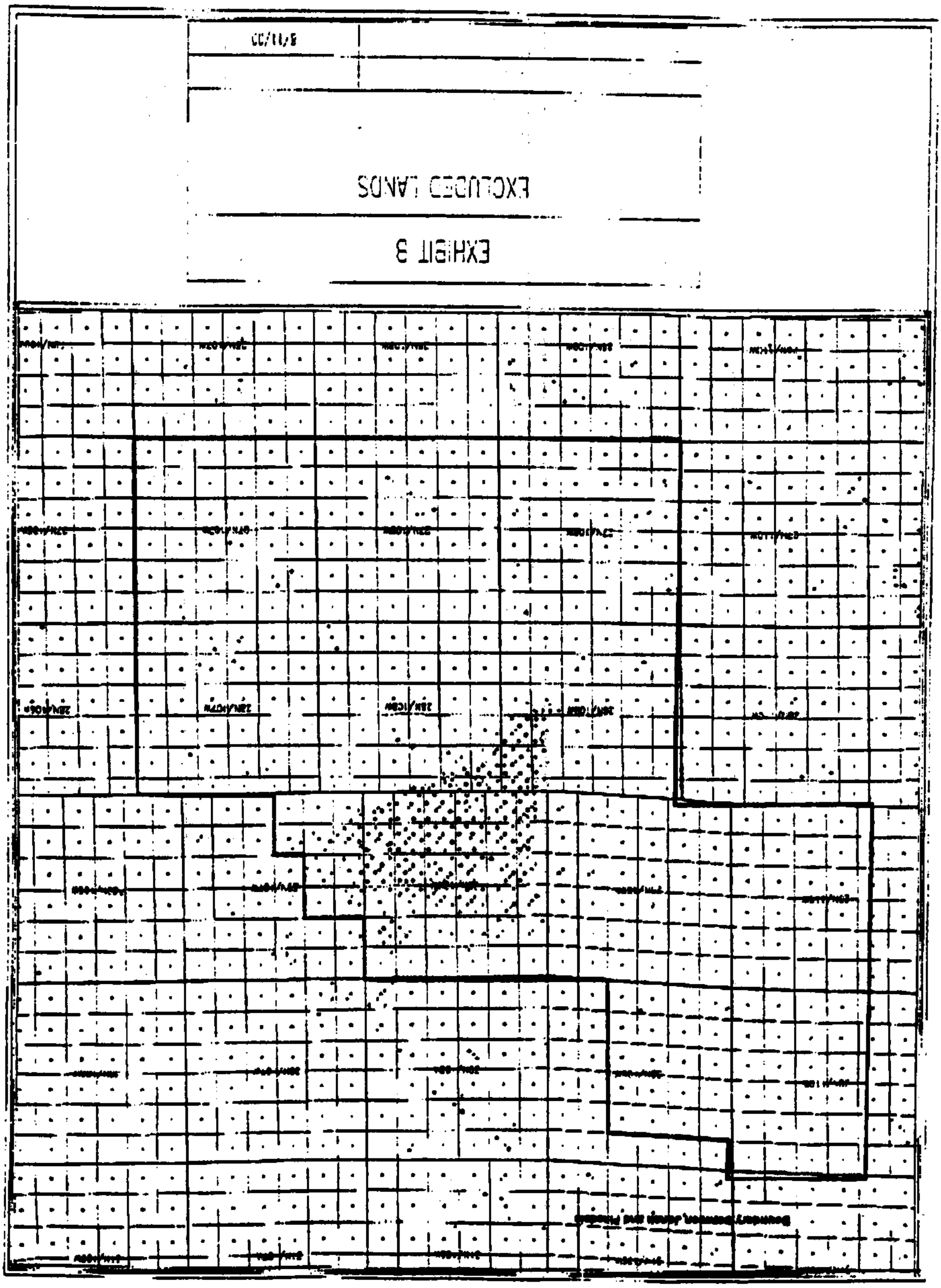


Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
PINEDALE	WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North Range 108 West, 6th P.M. Section 9: SW/4 Section 14: SW/4 Section 10: SW/4 Section 9: SE/4 Section 10: SE/4 Section 15: All Township 30 North Range 108 West, 6th P.M. Section 8: S/2 Section 10: NE/4 Section 17: N/2 Section 22: NE/4 Section 23: NW/4	12	144
	WY-051-00011-00	WYW-015316	Fred M. Harrington	Township 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: SE/4 Section 29: SE/4 Section 32: E/2 Section 33: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 9: NW/4 Section 10 NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4 Section 4: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: NE/4 Section 33: NW/4	11	247
	WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M.	12	43

53

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: NE/4NW/4, S/2NW/4 Township 30 North, Range 108 West, 6th P.M. Section 11: E/2E/2 Section 12: All Section 13: All Section 14: NE/4, N/2SE/4, SE/4SE/4 Section 24: All Township 30 North, Range 108 West, 6th P.M. Section 14: S/2NW/4, NE/4NW/4		
	WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 1: Lots 2, 3, 4, SW/4NE/4, S/2NW/4, S/2 Section 2: All Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4 Section 11: W/2E/2, NW/4 Section 27: E/2, E/2W/2	12	36
	WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4SE/4 Section 14: SW/4SE/4 Section 17: SE/4SE/4 Section 18: NE/4NE/4 Section 22: NE/4SW/4 Section 23: SW/4NE/4 Township 31 North, Range 108 West, 6th P.M. Section 33: NW/4NE/4, SW/4SE/4	12	226
	WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M.	12	251

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 23: NE/4 Section 24: W/2SW/4 Section 14: SW/4, S/2NW/4 Section 23: SE/4 Township 31 North, Range 109 West, 6th P.M. Section 15: Lots 7,8, E/2SW/4, SE/4 Section 22: NW/4, E/2 Section 23: W/2 Section 26: All Section 27: E/2NE/4 Section 35: N/2NE/4		
	WY-051-00016-00	WYW-026026	Elizabeth Rawson	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 Township 31 North, Range 109 West, 6th P.M. Section 12: Lot 5; All of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 5, 6, 7 of Section 12, and Lots 7 and 8 of Section 15	12	246
	WY-051-00017-00	WYW-06269 ****	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 14: Pinedale Federal 1-14 wellbore only Section 14: NE/4, less & except Pinedale Federal 1-14 wellbore in NE/4NE/4 Section 13: NE/4 Section 13: SW/4 Section 24: NE/4 Section 24: E/2SW/4 Section 25: SW/4, NE/4 Section 13: NW/4, SE/4	12	113

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: SE/4 Section 24: NW/4, SE/4 Section 25: NW/4, SE/4 Township 31 North, Range 109 West, 6th P.M. Section 35: W/2, S/2NE/4		
	WY-051-00018-00	WYW-06270 ****	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Pinedale Federal 13-2A wellbore only Section 2: SW/4, less & except Pinedale Federal 13-2A wellbore in SW/4SW/4 Section 3: Lots 1-2, S/2NE/4, SW/4 Section 2: Lots 3, 4, S/2NW/4, SE/4 Section 3: Lots 3, 4, S/2NW/4, SE/4 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4 Township 31 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4 Section 2: Lots 1, 2, S/2NE/4 Section 9: S/2SE/4 Section 10: W/2 Section 12: Lots 6, 7, S/2SE/4, NE/4SE/4	12	106
	WY-015-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4 Section 35: SW/4 Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: N/2, SE/4 Section 34: N/2, SE/4 Township 32 North, Range 109 West, 6th P.M. Section 27: NW/4 Section 28: NE/4	12	127

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 35: N/2, SE/4		
	WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: All	88	447
	WY-051-00022-00	WYW-131987 ***	Howell Spear	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	114	710
	WY-051-00023-00	WYW-133052 ***	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: NW/4	97	458
	WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	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	---	---
	WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8; N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	12	184
	WY-051-00026-00	WYW-144996	R. A. Trombley	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	12	200

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	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	97	457
	WY-051-00028-00	WYW-144993	Floyd Schroeder	Township 31 North, Range 108 West, 6thP.M. Section 19: Lot 3, E/2SW/4 Section 19: Lot 4 Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 3, 4, E/2SW/4 Section 30 Lots 1, 2, E/2NW/4 Section 31: Lots 1, 2, 3, 4, E/2W/2 Township 30 North, Range 108 West, 6thP.M. Section 6: W/2 Section 7: NW/4 Township 31 North, Range 108 West, 6thP.M. Section 19: NW/4	12	151
	WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W/2SW/4	88	744
	WY-051-00031-00	ST WY 94-00148	McMurry Oil Co.	Township 29 North Range 107 West, 6th P.M. Section 16: NE/4, SW/4	96	426
	WY-051-00032-00	ST WY 94-00149	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P. M. Section 36: All	96	428

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00033-00	ST WY 94-00147	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4SW/4 Section 14: NE/4SE/4	96	424
	WY-051-00034-00	WYW-118148 ***	R. K. O'Connell	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: NE/4, SW/4	---	---
	WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 35: SE/4	---	---
	WY-051-00036-00	WYW-128704	R. K. O'Connell	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	---	---
	WY-051-00037-00	WYW-116264	R. K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2	---	---

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00038-00	WYW-116265 ****	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2	---	---
	WY-051-00039-00	WYW-118165	R. K. O'Connell	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	—	—
	WY-051-00040-00	WYW-137342 ***	John Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	—	—
	WY-051-00041-00	WYW-141754	R. K. O'Connell	Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4	—	—
	WY-051-00045-00	WYW-142261 ***	Snyder Oil Corp.	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	---	---
	WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NE/4NW/4	88	470
	WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-060-00001-00	B. Jensen et al ****	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N, R109W, less and except the wellbores for Jensen #1 in SWNW Sec 11, Jensen #2 in SESE Sec 11 and Jensen #3 in NENW Sec 14, T31N-R109W.	58	626
	WYW-016155	Robert O. Anderson		Township 30 North, Range 107 West, 6th P.M. Section 7: W/2SE/4 Section 18: All Section 19: All Section 20: W/2, W/2E/2, E/2SE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4	12	205
	WYW-016158	Phil D. Helmig		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	12	29

*** This lease was acquired under the terms of that certain Area of Mutual Interest Agreement dated June 1, 1994.

**** Subject to that certain Leasehold Exchange Agreement dated 1/26/99 by and between ST Oil Company, III Exploration and McMurry Oil Company

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	EAST CHAPEL	WY-030-00010-00	USA WYW-131919	Tract 1 T28N R111W Sec 23: NWNW, SENW, NWSW, SESW	97	322
	GREENBLUFF	WY-040-00011-00	USA WYW-133773	Tract 1 T27N R110W Sec 19: LOTS 3,4, E2SW Sec 30: LOTS 1,2, E2NW, SE T27N R111W Sec 24: SE Sec 25: NE	99	101
		WY-040-00010-00	USA WYW-133078	Tract 1 T27N R110W Sec 19: LOTS 1,2, E2, E2NW Sec 30: NE	970	462

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated May 1st, 2000, from McMurry Oil Company, as assignor, to McMurry Energy Company, as assignee.

JEFFERSON UNIT PROSPECT: **SUBLETTE COUNTY, WYOMING**

Lease #	LESSOR/OPTIONOR	LESSEE	DATE	DESCRIPTION	Recorded Book/Page
WY-040-00010-00	Department of Interior, Bureau of Land Management, WYW-133078	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, E1/2, E1/2NW1/4, Section 30: NE1/4	
N/A	Department of Interior, Bureau of Land Management, W-0320797	Margaret E. Allen	11/15/65	Township 27 North, Range 110 West, 6th P.M. Section 23: S1/2 Section 26: W1/2, W1/2E1/2, E1/2NE1/4, NE1/4SE1/4	
N/A	Department of Interior, Bureau of Land Management, W-49630	Barbara E. Hannifen	4/1/75	Township 27 North, Range 110 West, 6th P.M. Section 24: N1/2SW1/4 Section 25: W1/2NW1/4	
N/A	Department of Interior, Bureau of Land Management, WYW-57811	Fred Goodstein	10/1/77	Township 27 North, Range 110 West, 6th P.M. Section 24: N1/2 Section 25: E1/2NW1/4	

Jefferson Unit and the Bull Draw Unit;
~~Chapel Federal #10-25, NW/4 of Section 25, Township 28 North, Range 112 West~~
Mohr Federal #10-8, Section 8, Township 28 North, Range 110 West, 6th P.M.
Robert Bunning Well
East Chapel, Sec. 23, T28N,R111W

~~Jensen 2, Township 31 North, Range 109 West~~
~~Jensen 3, Township 31 North, Range 109 West~~
Jensen 4, Township 31 North, Range 109 West
MON FEE, NE/4NE/4 Section 8, Township 28 North, Range 110 West
Jefferson 20-4, Section 24, Township 27 North, Range 110 West

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RECORDED Oct 24 2001 9:15a
IN BOOK 120 016 PAGE 164
FEES $13.00
SUBLETTE COUNTY, PINEDALE, WYOMING

287045

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of May 1, 2000 at 7:00 a.m. Mountain Time (the "Effective Time"), is from McMurry Oil Company, a Wyoming corporation, whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor") to McMurry Energy Company, a Wyoming Corporation, whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignee").

WHEREAS, pursuant to a corporate reorganization, Assignee desires to quit claim all of its right, title and interest in certain oil and gas properties to its parent company, McMurry Energy Company, and Assignee desires to receive such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby quit claims to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(1) The oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein, whether described or not) and mineral interests described in Exhibit A and any other oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein) in which Assignor has any right, title or interest and which are located outside the Jonah Field in Sublette County, Wyoming, as outlined on Exhibit B, whether or not such Leases are described on Exhibit A (the "Leases"), and any and all of Assignor's right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under or that may be produced from the lands covered by the Leases or lands pooled or unitized therewith (the "Lands");

(2) The oil, gas and all other hydrocarbons attributable to the Leases and Lands ;

(3) All oil and gas wells located on the Leases and Lands and all personal property and equipment associated therewith as of the Effective Time;

(4) The rights, to the extent transferable, in and to all existing and effective agreements, if any, which are appurtenant to or used in connection with the ownership or operation of the Leases or Lands;

(5) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, injection facilities, saltwater disposal facilities) to the extent that they are located on the Leases and Lands as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto;

(6) All pipelines on the Leases and Lands or used in conjunction with the Leases and Lands and associated equipment, easements and rights of way;

(7) All other real and personal property associated with the Leases and Lands; and

(8) Copies of all files, records, data and information relating to the Leases, Lands, hydrocarbons, wells, agreements, and other real and personal property described above maintained by Assignor including, without limitation, lease files, land files, abstracts, title opinions, all electronic files related to the Assets, and geologic and other scientific data (including seismic data to the extent such seismic data can be transferred to Assignee), but only to the extent such geologic or other scientific data is not restricted from disclosure or transfer by confidentiality agreements.

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Assignee, and its successors and assigns, forever.

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

A. This assignment is made without warranty of title, express or implied; provided, however, to the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. To the extent the same are transferable, Assignor hereby assigns, transfers, sells, grants, bargains and conveys to Assignee, its successors and assigns, all of Assignor's rights under and by virtue of all covenants and representations, warranties and indemnifications pertaining to the Assets, express or implied (including, without limitation, title and environmental representations, warranties and indemnifications) that were received by Assignor in connection with its acquisitions of the same. To the extent the same are not transferable, Assignor shall use reasonable good faith efforts to enforce the same at the request of, on behalf of, and at the expense of Assignee.

B. Any references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

C. Separate governmental form assignments of the Assets may be executed on officially approved 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 hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

E. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. To facilitate the recording of this Assignment in the counties and states in which the Assets are situated, a counterpart hereof which is recorded in

any county or parish of a particular state may have attached thereto only that portion of Exhibit A which describe and pertain to Assets which are situated in that particular county.

F. The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other action as may be necessary or advisable to carry out their intent under this Assignment.

G. From and after the Effective Time, Assignee shall be entitled to all proceeds received by Assignor relating to the Assets and Assignee shall be liable for all costs and expenses attributable to the Assets for periods after the Effective Time. Assignor shall promptly turn over to Assignee all proceeds of production relating to the Assets and all reimbursements of expenses paid by Assignee which are received by Assignor after the Effective Time and which are attributable to the Assets for any period after the Effective Time. Assignee shall promptly turn over to Assignor all proceeds of production relating to the Assets and all reimbursements of expenses previously paid by Assignor which are received by Assignee after the date hereof and which are attributable to the Assets for any period of time prior to the Effective Time.

H. This Assignment shall be null and void *ab initio* if and to the extent it triggers any preferential rights to purchase which are not waived or to the extent any required consents to assignment are not given but only as to the specific Assets affected by such preferential rights to purchase or consents to assignment.

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

ASSIGNOR:

[SEAL]

MCMURRY OIL COMPANY

ATTEST:

By _____
Title _____ Secretary

By _____
John W. Martin, President

Witnesses:

_____

_____

_____

ACKNOWLEDGMENT

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

Colorado, Kentucky, Nebraska, Utah and all states for which no other acknowledgment form is provided:	The foregoing instrument was acknowledged before me this 31st day of May, 2000, by John W. Martin, as President of McMurry Oil Company, a Wyoming corporation, on behalf of the corporation.
Kansas	This instrument was acknowledged before me on May 31, 2000, by Neal A. McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation on behalf of the corporation.
Mississippi	Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 2000, within my jurisdiction, the within named John W. Martin, who acknowledged that he is the president of McMurry Oil Company, a Wyoming corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.
Montana, Nevada	This instrument was acknowledged before me on May 31, 2000, by John W. Martin as President of McMurry Oil Company, a Wyoming corporation, on behalf of whom instrument was executed.
North Dakota	On this 31st day of May in the year 2000 before me personally appeared John W. Martin known to me (or proved to me on the oath of John W. Martin) to be the president of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Oklahoma

Before me, a notary public in and for this state, on this 31st day of May, 2000, personally appeared John W. Martin, 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 John W. Martin executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Texas

Before me, CHARLES D. BYBEE, notary public, on this day personally appeared John W. Martin, known to me (or proved to me on the oath of John W. Martin) to be the person whose name is subscribed to the foregoing instrument, and known to me to be the president of McMurry Oil Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and seal of office this 31st day of May, A.D., 2000.

Wyoming

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

Witness my hand and official seal.

[SEAL]

Charles Bybee
Notary Public

My commission expires: _____

CHARLES D. BYBEE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Aug. 5, 2000

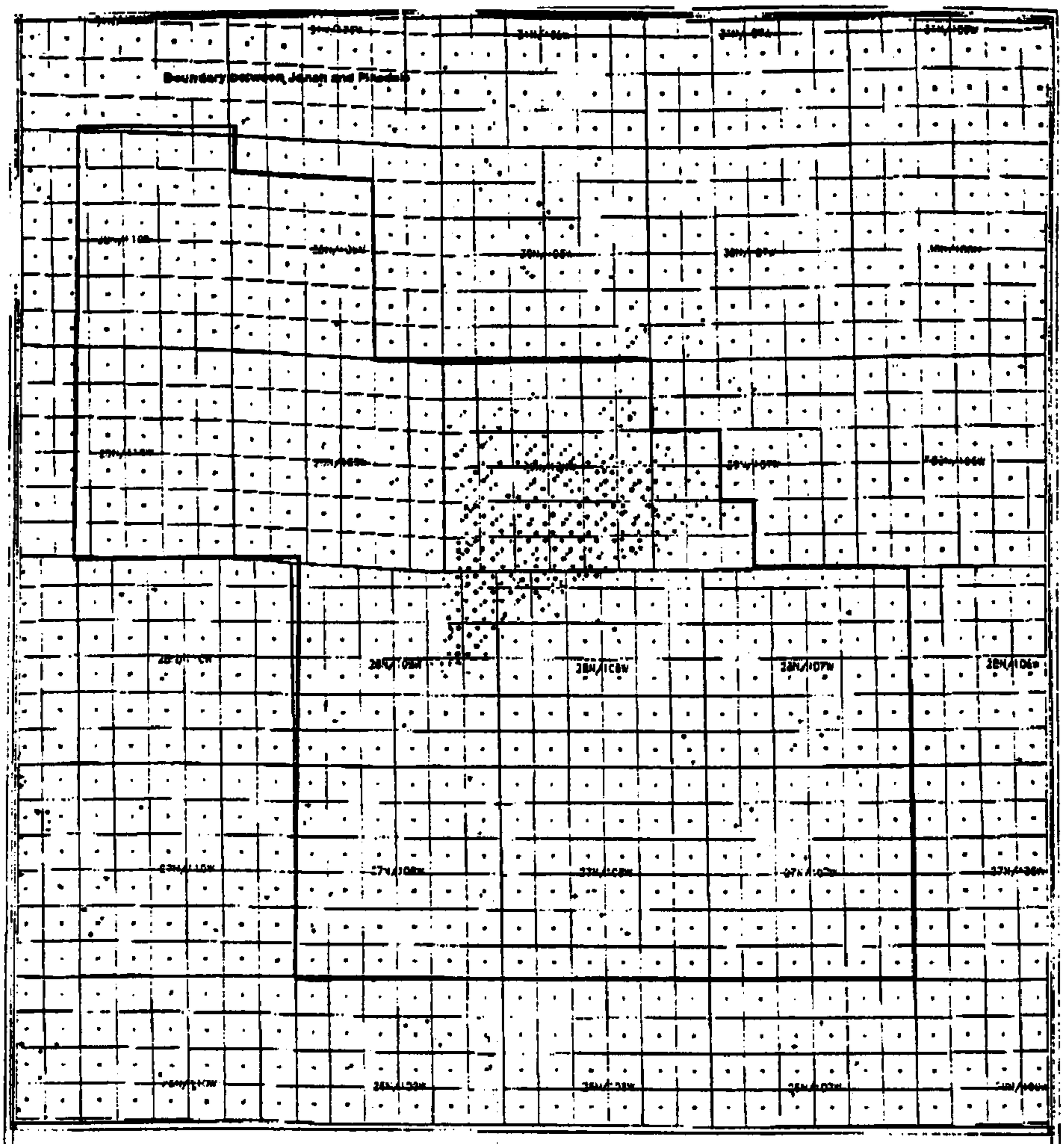


EXHIBIT B

EXCLUDED LANDS

5/11/00

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
PINEDALE	WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North Range 108 West, 6th P.M. Section 9: SW/4 Section 14: SW/4 Section 10: SW/4 Section 9: SE/4 Section 10: SE/4 Section 15: All Township 30 North Range 108 West, 6th P.M. Section 8: S/2 Section 10: NE/4 Section 17: N/2 Section 22: NE/4 Section 23: NW/4	12	144
	WY-051-00011-00	WYW-015316	Fred M. Harrington	Township 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: SE/4 Section 29: SE/4 Section 32: E/2 Section 33: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 9: NW/4 Section 10 NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4 Section 4: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: NE/4 Section 33: NW/4	11	247
	WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M.	12	43

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: NE/4NW/4, S/2NW/4 Township 30 North, Range 108 West, 6th P.M. Section 11: E/2E/2 Section 12: All Section 13: All Section 14: NE/4, N/2SE/4, SE/4SE/4 Section 24: All Township 30 North, Range 108 West, 6th P.M. Section 14: S/2NW/4, NE/4NW/4		
	WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 1: Lots 2, 3, 4, SW/4NE/4, S/2NW/4, S/2 Section 2: All Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4 Section 11: W/2E/2, NW/4 Section 27: E/2, E/2W/2	12	36
	WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4SE/4 Section 14: SW/4SE/4 Section 17: SE/4SE/4 Section 18: NE/4NE/4 Section 22: NE/4SW/4 Section 23: SW/4NE/4 Township 31 North, Range 108 West, 6th P.M. Section 33: NW/4NE/4, SW/4SE/4	12	226
	WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M.	12	251

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 23: NE/4 Section 24: W/2SW/4 Section 14: SW/4, S/2NW/4 Section 23: SE/4 Township 31 North, Range 109 West, 6th P.M. Section 15: Lots 7,8, E/2SW/4, SE/4 Section 22: NW/4, E/2 Section 23: W/2 Section 26: All Section 27: E/2NE/4 Section 35: N/2NE/4		
	WY-051-00016-00	WYW-026026	Elizabeth Rawson	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 Township 31 North, Range 109 West, 6th P.M. Section 12: Lot 5; All of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 5, 6, 7 of Section 12, and Lots 7 and 8 of Section 15	12	246
	WY-051-00017-00	WYW-06269 ****	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 14: Pinedale Federal 1-14 wellbore only Section 14: NE/4, less & except Pinedale Federal 1-14 wellbore in NE/4NE/4 Section 13: NE/4 Section 13: SW/4 Section 24: NE/4 Section 24: E/2SW/4 Section 25: SW/4, NE/4 Section 13: NW/4, SE/4	12	113

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: SE/4 Section 24: NW/4, SE/4 Section 25: NW/4, SE/4 Township 31 North, Range 109 West, 6th P.M. Section 35: W/2, S/2NE/4		
	WY-051-00018-00	WYW-06270 ****	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Pinedale Federal 13-2A wellbore only Section 2: SW/4, less & except Pinedale Federal 13-2A wellbore in SW/4SW/4 Section 3: Lots 1-2, S/2NE/4, SW/4 Section 2: Lots 3, 4, S/2NW/4, SE/4 Section 3: Lots 3, 4, S/2NW/4, SE/4 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4 Township 31 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4 Section 2: Lots 1, 2, S/2NE/4 Section 9: S/2SE/4 Section 10: W/2 Section 12: Lots 6, 7, S/2SE/4, NE/4SE/4	12	106
	WY-015-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4 Section 35: SW/4 Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: N/2, SE/4 Section 34: N/2, SE/4 Township 32 North, Range 109 West, 6th P.M. Section 27: NW/4 Section 28: NE/4	12	127

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 35: N/2, SE/4		
	WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: All	88	447
	WY-051-00022-00	WYW-131987 ***	Howell Spear	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	114	710
	WY-051-00023-00	WYW-133052 ***	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: NW/4	97	458
	WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	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	---	---
	WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	12	184
	WY-051-00026-00	WYW-144996	R. A. Trombley	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	12	200

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	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	97	457
	WY-051-00028-00	WYW-144993	Floyd Schroeder	Township 31 North, Range 108 West, 6thP.M. Section 19: Lot 3, E/2SW/4 Section 19: Lot 4 Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 3, 4, E/2SW/4 Section 30 Lots 1, 2, E/2NW/4 Section 31: Lots 1, 2, 3, 4, E/2W/2 Township 30 North, Range 108 West, 6thP.M. Section 6: W/2 Section 7: NW/4 Township 31 North, Range 108 West, 6thP.M. Section 19: NW/4	12	151
	WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W/2SW/4	88	744
	WY-051-00031-00	ST WY 94-00148	McMurry Oil Co.	Township 29 North Range 107 West, 6th P.M. Section 16: NE/4, SW/4	96	426
	WY-051-00032-00	ST WY 94-00149	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P. M. Section 36: All	96	428

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00033-00	ST WY 94-00147	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4SW/4 Section 14: NE/4SE/4	96	424
	WY-051-00034-00	WYW-118148 ***	R. K. O'Connell	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: NE/4, SW/4	—	—
	WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 35: SE/4	—	—
	WY-051-00036-00	WYW-128704	R. K. O'Connell	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	—	—
	WY-051-00037-00	WYW-116264	R. K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2	—	—

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To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00038-00	WYW-116265 ****	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2	—	—
	WY-051-00039-00	WYW-118165	R. K. O'Connell	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	—	—
	WY-051-00040-00	WYW-137342 ***	John Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	—	—
	WY-051-00041-00	WYW-141754	R. K. O'Connell	Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4	—	—
	WY-051-00045-00	WYW-142261 ***	Snyder Oil Corp.	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	—	—
	WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NE/4NW/4	88	470
	WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-060-00001-00	B. Jensen et al ****	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N, R109W, less and except the wellbores for Jensen #1 in SWNW Sec 11, Jensen #2 in SESE Sec 11 and Jensen #3 in NENW Sec 14, T31N-R109W.	58	626
		WYW-016155	Robert O. Anderson	Township 30 North, Range 107 West, 6th P.M. Section 7: W/2SE/4 Section 18: All Section 19: All Section 20: W/2, W/2E/2, E/2SE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4	12	205
		WYW-016158	Phil D. Helmig	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	12	29

*** This lease was acquired under the terms of that certain Area of Mutual Interest Agreement dated June 1, 1994.

**** Subject to that certain Leasehold Exchange Agreement dated 1/26/99 by and between ST Oil Company, III Exploration and McMurry Oil Company

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between McMurry Oil Company, Assignor, and McMurry Energy Company, Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	EAST CHAPEL	WY-030-00010-00	USA WYW-131919	Tract 1 T28N R111W Sec 23: NWNW, SENW, NWSW, SESW	97	322
	GREENBLUFF	WY-040-00011-00	USA WYW-133773	Tract 1 T27N R110W Sec 19: LOTS 3,4, E2SW Sec 30: LOTS 1,2, E2NW, SE T27N R111W Sec 24: SE Sec 25: NE	99	101
		WY-040-00010-00	USA WYW-133078	Tract 1 T27N R110W Sec 19: LOTS 1,2, E2, E2NW Sec 30: NE	970	462

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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated May 1st, 2000, from McMurry Oil Company, as assignor, to McMurry Energy Company, as assignee.

JEFFERSON UNIT PROSPECT: **SUBLETTE COUNTY, WYOMING**

Lease #	LESSOR/OPTIONOR	LESSEE	DATE	DESCRIPTION	Recorded Book/Page
WY-040-00010-00	Department of Interior, Bureau of Land Management, WYW-133078	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, E1/2, E1/2NW1/4, Section 30: NE1/4	
N/A	Department of Interior, Bureau of Land Management, W-0320797	Margaret E. Allen	11/15/65	Township 27 North, Range 110 West, 6th P.M. Section 23: S1/2 Section 26: W1/2, W1/2E1/2, E1/2NE1/4, NE1/4SE1/4	
N/A	Department of Interior, Bureau of Land Management, W-49630	Barbara E. Hannifen	4/1/75	Township 27 North, Range 110 West, 6th P.M. Section 24: N1/2SW1/4 Section 25: W1/2NW1/4	
N/A	Department of Interior, Bureau of Land Management, WYW-57811	Fred Goodstein	10/1/77	Township 27 North, Range 110 West, 6th P.M. Section 24: N1/2 Section 25: E1/2NW1/4	

Jefferson Unit and the Bull Draw Unit;
~~Chapel Federal #10-25, NW/4 of Section 25, Township 28 North, Range 112 West~~
Mohr Federal #10-8, Section 8, Township 28 North, Range 110 West, 6th P.M.
Robert Bunning Well
East Chapel, Sec. 23, T28N,R111W

~~Jensen 2, Township 31 North, Range 109 West~~
~~Jensen 3, Township 31 North, Range 109 West~~
Jensen 4, Township 31 North, Range 109 West
MON FEE, NE/4NE/4 Section 8, Township 28 North, Range 110 West
Jefferson 20-4, Section 24, Township 27 North, Range 110 West

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 interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced from our attributable to the lands described on Schedule 1 under the terms of that certain oil and gas lease described on said schedule which is attached hereto an incorporated herein, said lease and lands being hereinafter referred to as the ("Subject Lease and Lands"). The overriding royalty interests herein conveyed apply both to oil, gas and other hydrocarbons that are produced and saved as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	0.568388%
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	0.108941%
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	0.322086%
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	0.085258%
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	0.085258%
Carol J. McMurry 1151 Eagle Drive #463 Loveland, Colorado 80537	0.085258%
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	0.085258%
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	0.085258%
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	0.085258%
McMurry Limited Partnership P.O. Box 50790 Casper, Wyoming 82605	0.085258%
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	0.236829%

287057

RECORDED Oct. 24 2001 4:15 pm
IN BOOK 120 O+G PAGE 81
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Annita Ealum 0.059207%
1917 Eastbrooke Ave.
Casper, WY 82601

Judy Lund formerly known as 0.059207%
Judy Bannon
3935 Dorsett Court
Casper, WY 82601

James W. Curry 0.236829%
9963 E Broken Spur Dr
Scottsdale, AZ 85262

Casey Osborn 0.059207%
P.O. Box 561
Sheridan, Wyoming 82801

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.

(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.

[redacted] [redacted] [redacted]

(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.

Assignor hereby reserves that right to market all hydrocarbons produced and saved from the Subject Lease and Lands which are attributable to the overriding royalty interests herein conveyed in a fair manner without approval or authority from Assignees or their respective successors and assigns.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated 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 two assignments of overriding royalty referred to in recital 12 of that certain Stipulation Of Interests among MCNIC Oil & Gas Properties, *et al.* "Working Interest Owners" and John W. Martin *et al.* as "Overriding Royalty Interest Owners" dated November 30, 1998 and recorded March 10, 2000 in Book 114 of O&G page 1 of the records of Sublette County, Wyoming. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

ASSIGNOR: **MCMURRY OIL COMPANY**

By: _____
Roger J. Biemans, President

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

SUBSCRIBED AND SWORN TO before me by **Roger J. Biemans, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 13th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires 5/16/01

_____
Notary Public: Carrie Ann Varkevisser
370 17th St., Ste. 3050
Denver,CO 80202

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Colorado)
)§
COUNTY OF Denver)

SUBSCRIBED AND SWORN TO before me by John W. Martin on this 24th day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

LINETTE Y. JOHNSON NOTARY STATE OF COLORADO

My Commission Expires: 11-30-2002

Notary Public:

My Commission Expires 11/30/2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Neil A. McMurry _____ on this 19th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Thomas R Blevins
Notary Public:

My Commission Expires:

6 April 2003

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

RECEIVED
APR 2 6 2001
AEC Oil & Gas (USA) Inc.

ASSIGNEES:

John W. Martin

Neil A. McMurry

James W. Curry

Joseph J. Scott

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Az)
)§
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN TO before me by James W. Curry on this 22 day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Billie Barnes
Notary Public:

My Commission Expires:
08/13/01

"OFFICIAL SEAL"
Billie Barnes
Notary Public-Arizona
Maricopa County
My Commission Expires 8/13/2001

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Arizona)
)§
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN TO before me by Victor McMurry on this 26 day of March 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:
7/25/2004

Notary Public State of Arizona
Maricopa County
J L Gifford
Expires July 25, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry
Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Colorado)
)§
COUNTY OF Larimer)

SUBSCRIBED AND SWORN TO before me by Carol J. McMurry on this 8 day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Virginia K. Klein
Notary Public:

My Commission Expires:
12/20/03

[redacted] [redacted] [redacted]

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel
Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Converse)

SUBSCRIBED AND SWORN TO before me by Gary R. Wenzel on this 30th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Catherine A. Valance
Notary Public:

My Commission Expires:

7-24-2002

CATHERINE A. VALANCE - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires July 24, 2002

ASSIGNEES:

John W. Martin

Nell A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: W. N. McMurry, Managing Partner

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by W. N. McMurry on this 9th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Greg T. Stevens
Notary Public

My Commission Expires:

11-16-04

NOTARY PUBLIC
GREG T. STEVENS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 16, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by ANNITA EALUM on this 9th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:

December 8, 2002

JUNE COWGER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Dec. 8, 2003

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Fremont)

SUBSCRIBED AND SWORN TO before me by Joseph J. Scott on this 23rd day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Joy A. Jamerman
Notary Public:

My Commission Expires:

01-31-05

NOTARY PUBLIC
JOY A. JAMERMAN
COUNTY OF FREMONT
STATE OF WYOMING
My Commission Expires Jan. 31, 2005

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Doris McMurry _____ on this 9th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

11-16-04

NOTARY PUBLIC
GREG T. STEVENS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 16, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson
Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By:_____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Laramie)

SUBSCRIBED AND SWORN TO before me by Susan Anne Samuelson on this 19 day of September 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Barbara Meadows
Notary Public:

My Commission Expires:

1-23-05

BARBARA MEADOWS
Notary Public
Laramie County
Wyoming
My Commission Expires Feb 23, 2005

[redacted] [redacted] [redacted]

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Sublette)

SUBSCRIBED AND SWORN TO before me by Gayle L. Kinnison on this 14 day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Betty L. Auld
Notary Public:

My Commission Expires:
March 2, 2002

BETTY L. AULD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires March 2, 2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer
Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Kelly Sue Mortimer _____ on this 21 day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:

6/16/2002

TRELLA S. LOTZ-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 16, 2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Sheridan)

SUBSCRIBED AND SWORN TO before me by Casey Osborn _____ on this 9th day of April 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Susan J. Street
Notary Public

My Commission Expires:

Nov. 17, 03

SUSAN J. STREET - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 17, 2003

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Judy Lund _____ on this 30th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Caryl K. Stafford
Notary Public

My Commission Expires:

June 1, 2002

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
MCMURRY OIL COMPANY AS ASSIGNOR
AND JOHN W. MARTIN, ET AL. AS ASSIGNEES

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: NW/4, SE/4
Section 14: NW/4, SE/4

Sublette County, Wyoming

J:\Thompson\McMurry Oil\ORI\MCMUR-W3.ORI

100

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

The undersigned, being one of the named Assignees in that certain Assignment of Overriding Royalty Interest dated as of first production from the Corona 1-14 Well located in the NE/4NE/4 of Section 14, Township 28 North, Range 109 West, 6th P.M., from McMurry Oil Company to John W. Martin *et al.*, with respect to a portion of the lands covered by U.S.A. Lease WYW-128039, hereby certifies that it is qualified to hold interests in oil and gas leases issued by the United States of America, said qualifications being more particularly set out in Regulation 43 CFR, Section 3102.5-1, said Regulation being hereby incorporated herein, and that, if a corporation or publicly-traded association, including a publicly-traded partnership, all of the constituent members of such entity holding or controlling more than ten percent (10%) of the instruments of ownership of the corporation, association or partnership are in compliance with all of the provisions of the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181, et. seq.), said certification being given pursuant to Regulation 43 CFR, Section 3102.5-2.

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

McMurry Limited Partnership

Casey Osborn

Annita Ealum

Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

McMurry Limited Partnership

Casey Osborn

Annita Ealum

Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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_____
John W. Martin

_____
Neil A. McMurry

_____
Joseph J. Scott

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James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

_____
Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

_____
Casey Osborn

_____
Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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_____
John W. Martin

_____
Neil A. McMurry

_____
Joseph J. Scott

James W. Curry
James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

_____
Kelly Sue Mortimer

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McMurry Limited Partnership

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Casey Osborn

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Annita Ealum

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Judy Lund formerly known as Judy Bannon

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_____
John W. Martin

_____
Neil A. McMurry

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Joseph J. Scott

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James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

_____
Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

_____
Casey Osborn

_____
Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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_____
John W. Martin

_____
Neil A. McMurry

_____
Joseph J. Scott

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James W. Curry

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Doris McMurry

Victor L. McMurry
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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

_____
Casey Osborn

_____
Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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John W. Martin

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Neil A. McMurry

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Joseph J. Scott

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James W. Curry

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Doris McMurry

_____
Victor L. McMurry

Susan Anne Samuelson
_____
Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

_____
Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

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Casey Osborn

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Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

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John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

McMurry Limited Partnership

Casey Osborn

Annita Ealum

Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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_____
John W. Martin

_____
Neil A. McMurry

_____
Joseph J. Scott

_____
James W. Curry

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Doris McMurry

_____
Victor L. McMurry

_____
Susan Anne Samuelson

_____
Carol J. McMurry

Gayle L. Kinnison
Gayle L. Kinnison

_____
Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
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_____
Casey Osborn

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Judy Lund formerly known as Judy Bannon

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John W. Martin

Neil A. McMurry

Joseph J. Scott

REC
APR 1 2 2001
AEC Oil & Gas (USA)

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel
Gary R. Wenzel

Kelly Sue Mortimer

McMurry Limited Partnership

Casey Osborn

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Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

The undersigned, being one of the named Assignees in that certain Assignment of Overriding Royalty Interest dated as of first production from the Corona 1-14 Well located in the NE/4NE/4 of Section 14, Township 28 North, Range 109 West, 6th P.M., from McMurry Oil Company to John W. Martin *et al.*, with respect to a portion of the lands covered by U.S.A. Lease WYW-128039, hereby certifies that it is qualified to hold interests in oil and gas leases issued by the United States of America, said qualifications being more particularly set out in Regulation 43 CFR, Section 3102.5-1, said Regulation being hereby incorporated herein, and that, if a corporation or publicly-traded association, including a publicly-traded partnership, all of the constituent members of such entity holding or controlling more than ten percent (10%) of the instruments of ownership of the corporation, association or partnership are in compliance with all of the provisions of the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181, et. seq.), said certification being given pursuant to Regulation 43 CFR, Section 3102.5-2.

_____
John W. Martin

_____
Neil A. McMurry

_____
Joseph J. Scott

_____
James W. Curry

_____
Doris McMurry

_____
Victor L. McMurry

_____
Susan Anne Samuelson

_____
Carol J. McMurry

_____
Gayle L. Kinnison

_____
Gary R. Wenzel

Kelly Sue Mortimer
_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

_____
Casey Osborn

_____
Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

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John W. Martin

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Neil A. McMurry

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Joseph J. Scott

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James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

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Kelly Sue Mortimer

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McMurry Limited Partnership

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Casey Osborn

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Judy Lund formerly known as Judy Bannon

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James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

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Kelly Sue Mortimer

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McMurry Limited Partnership

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Casey Osborn

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Annita Ealum

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Judy Lund formerly known as Judy Bannon

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John W. Martin

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Neil A. McMurry

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Joseph J. Scott

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James W. Curry

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Doris McMurry

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Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

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Kelly Sue Mortimer

_____
McMurry Limited Partnership

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Casey Osborn

Annita Ealum
_____
Annita Ealum

_____
Judy Lund formerly known as Judy Bannon

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

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_____
John W. Martin

_____
Neil A. McMurry

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Joseph J. Scott

_____
James W. Curry

_____
Doris McMurry

_____
Victor L. McMurry

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Susan Anne Samuelson

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Carol J. McMurry

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Gayle L. Kinnison

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Gary R. Wenzel

_____
Kelly Sue Mortimer

_____
McMurry Limited Partnership

_____
Casey Osborn

_____
Annita Ealum

_____
Judy Lund, formerly known as Judy Bannon

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 interests unto the Assignees set forth below in and to all of the oil, gas or other hydrocarbon substances produced from our attributable to the lands described on Schedule 1 under the terms of that certain oil and gas lease described on said schedule which is attached hereto an incorporated herein, said lease and lands being hereinafter referred to as the ("Subject Lease and Lands"). The overriding royalty interests herein conveyed apply both to oil, gas and other hydrocarbons that are produced and saved as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests herein conveyed are as follows:

ASSIGNEE	**PERCENT**
John W. Martin 1811 Miracle Drive Casper, Wyoming 82609	0.503586%
Doris McMurry P.O. Box 50790 Casper, Wyoming 82605	0.096521%
Neil A. McMurry 5410 E. 22nd Street Casper, Wyoming 82609	0.285365%
Victor L. McMurry 3405 East Piro Court Phoenix, AZ 85044	0.075538%
Susan Anne Samuelson 1117 Hereford Ranch Road Cheyenne, Wyoming 82007	0.075538%
Carol J. McMurry 1151 Eagle Drive #463 Loveland, Colorado 80537	0.075538%
Gayle L. Kinnison P.O. Box 1433 Pinedale, Wyoming 82941	0.075538%
Gary R. Wenzel P.O. Box 67 Douglas, Wyoming 82633	0.075538%
Kelly Sue Mortimer 468 North 6 Mile Road Casper, Wyoming 82604	0.075538%
McMurry Limited Partnership P.O. Box 50790 Casper, Wyoming 82605	0.075538%
Joseph J. Scott P.O. Box 928 Riverton, Wyoming 82501	0.209827%

287058

RECORDED Oct. 24 2001 4:15PM
IN BOOK 120 O+G PAGE 115
FEES $ 7.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Annita Ealum 0.052457%
1917 Eastbrooke Ave.
Casper, WY 82601

Judy Lund formerly known as 0.052457%
Judy Bannon
3935 Dorsett Court
Casper, WY 82601

James W. Curry 0.209827%
9963 E. Broken Spur Dr.
Scottsdale, AZ 85262

Casey Osborn 0.052457%
P.O. Box 561
Sheridan, Wyoming 82801

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.

(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.

Assignor hereby reserves that right to market all hydrocarbons produced and saved from the Subject Lease and Lands which are attributable to the overriding royalty interests herein conveyed in a fair manner without approval or authority from Assignees or their respective successors and assigns.

Duplicate original copies of this Assignment may be executed for purposes of recording in the records of Sublette County, Wyoming, and filing with the Bureau of Land Management. In no event, however, shall any such duplicate assignment be construed as creating interests which are in addition to those set forth above.

IN WITNESS WHEREOF, this instrument is dated 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 two assignments of overriding royalty referred to in recital 12 of that certain Stipulation Of Interests among MCNIC Oil & Gas Properties, *et al.* "Working Interest Owners" and John W. Martin *et al.* as "Overriding Royalty Interest Owners" dated November 30, 1998 and recorded March 10, 2000 in Book 114 of O&G page 1 of the records of Sublette County, Wyoming. Assignees, by their execution of this instrument stipulate and agree that all payments made hereunder with respect to oil, gas and other hydrocarbons produced prior to June 1, 2000 at 7:00 a.m. local time at the wellhead, have been timely and properly made. This instrument may be executed in multiple counterparts.

ASSIGNOR:

MCMURRY OIL COMPANY

By: _____
Roger J. Biemans, President

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

SUBSCRIBED AND SWORN TO before me by **Roger J. Biemans, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of said corporation, on this 13th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires 5/16/01

_____
Notary Public: Carrie Ann Varkevisser
370 17th St., Ste. 3050
Denver,CO 80202

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Colorado)
)§
COUNTY OF Denver)

SUBSCRIBED AND SWORN TO before me by John W. Martin on this 24th day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:
11-30-2002

LYNETTE JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

James W. Curry

Victor L. McMurry

Carol J. McMurry

Gary R. Wenzel

MCMURRY LIMITED PARTNERSHIP

By: _____

Annita Ealum

Joseph J. Scott

Doris McMurry

Susan Anne Samuelson

Gayle L. Kinnison

Kelly Sue Mortimer

Casey Osborn

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Neil A. McMurry _____ on this 19th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:

6 April 2003

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

120

ASSIGNEES:

John W. Martin

Neil A. McMurry

James W. Curry

Joseph J. Scott

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Az)
COUNTY OF Maricopa)§

SUBSCRIBED AND SWORN TO before me by James W. Curry on this 22 day of March 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:

08/13/01

"OFFICIAL SEAL"
Billie Barnes
Notary Public-Arizona
Maricopa County
My Commission Expires 8/13/2001

[redacted] [redacted] [redacted]

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Arizona)
)§
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN TO before me by Victor McMurry on this 26 day of March 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:
7/25/2004

Notary Public State of Arizona
Maricopa County
J L Gifford
Expires July 25, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry
Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Colorado)
)§
COUNTY OF Larimer)

SUBSCRIBED AND SWORN TO before me by Carol J. McMurry on this 8 day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Virginia K. Klein
Notary Public:

My Commission Expires:
12/20/2003

VIRGINIA K. KLEIN NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R Wenzel
Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Converse)

SUBSCRIBED AND SWORN TO before me by Gary R. Wenzel on this 26th day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Catherine A. Valance
Notary Public:

My Commission Expires:

7-24-2002

CATHERINE A. VALANCE - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires July 24, 2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: W. N. McMurry Managing Partner

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by W. N. McMurry on this 9th day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

11-16-04

NOTARY PUBLIC
GREG T. STEVENS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 16, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Annita Ealum on this 9th day of March 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: June Cowger

My Commission Expires:
December 8, 2002

JUNE COWGER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Dec. 8, 2003

JUNE COWGER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Dec. 8, 2003

RECEIVED
APR 2 6 2001
AEC Oil & Gas (USA) Inc.

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Fremont)

SUBSCRIBED AND SWORN TO before me by Joseph J. Scott on this 23rd day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Joy A. Jamerman
Notary Public:

My Commission Expires:

01-31-05

NOTARY PUBLIC
JOY A. JAMERMAN
COUNTY OF FREMONT
STATE OF WYOMING
My Commission Expires Jan. 31, 2005

ASSIGNEES:

John W. Martin

Neil A. McMurry

James W. Curry

Victor L. McMurry

Carol J. McMurry

Gary R. Wenzel

MCMURRY LIMITED PARTNERSHIP

By: _____

Annita Ealum

Joseph J. Scott

Doris McMurry

Susan Anne Samuelson

Gayle L. Kinnison

Kelly Sue Mortimer

Casey Osborn

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Doris McMurry
_____ on this 23rd day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

11-16-04

NOTARY PUBLIC
GREG T. STEVENS
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov 16, 2004

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Susan Anne Samuelson
Susan Anne Samuelson

Victor L. McMurry

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By:_____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Lincoln)

SUBSCRIBED AND SWORN TO before me by Susan Anne Samuelson September 17 on this 19 day of September 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Barbara Meadows
Notary Public:

My Commission Expires:

2-13-05

BARBARA MEADOWS
Notary Public
Lincoln County
Wyoming
My Commission Expires Feb 13, 2005

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Sublette)

SUBSCRIBED AND SWORN TO before me by Gayle L. Kinnison on this 14 day of May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Betty L. Auld
Notary Public:

My Commission Expires:
March 2, 2002

BETTY L. AULD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires March 2, 2002

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer
Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Kelly Sue Mortimer _____ on this 21 day of March, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

My Commission Expires:

6/16/2002

TRELLA S. LOTZ-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 16, 2002

[redacted] [redacted] [redacted]

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

Casey Osborn

By: _____

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Sheridan)

SUBSCRIBED AND SWORN TO before me by Casey Osborn _____ on this 9th day of April 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Susan J. Street
Notary Public:

My Commission Expires:

Nov. 17, 03

SUSAN J. STREET NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 17, 2003

ASSIGNEES:

John W. Martin

Neil A. McMurry

Joseph J. Scott

James W. Curry

Doris McMurry

Victor L. McMurry

Susan Anne Samuelson

Carol J. McMurry

Gayle L. Kinnison

Gary R. Wenzel

Kelly Sue Mortimer

MCMURRY LIMITED PARTNERSHIP

By: _____

Casey Osborn

Annita Ealum

Judy Lund formerly known as Judy Bannon

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

SUBSCRIBED AND SWORN TO before me by Judy Lund on this 30th day of March 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

Caryl K. Stafford
Notary Public:

My Commission Expires:
June 1, 2002

CARYL K STAFFORD-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 1, 2002

[redacted] [redacted] [redacted]

SCHEDULE 1
ATTACHED TO THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN
MCMURRY OIL COMPANY AS ASSIGNOR
AND JOHN W. MARTIN, ET AL. AS ASSIGNEES

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

ASSIGNEE'S CERTIFICATION OF COMPLIANCE

The undersigned, being one of the named Assignees in that certain Assignment of Overriding Royalty Interest dated as of first production from the Corona 1-14 Well located in the NE/4NE/4 of Section 14, Township 28 North, Range 109 West, 6th P.M., from McMurry Oil Company to John W. Martin *et al.*, with respect to a portion of the lands covered by U.S.A. Lease WYW-128039, hereby certifies that it is qualified to hold interests in oil and gas leases issued by the United States of America, said qualifications being more particularly set out in Regulation 43 CFR, Section 3102.5-1, said Regulation being hereby incorporated herein, and that, if a corporation or publicly-traded association, including a publicly-traded partnership, all of the constituent members of such entity holding or controlling more than ten percent (10%) of the instruments of ownership of the corporation, association or partnership are in compliance with all of the provisions of the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181, et. seq.), said certification being given pursuant to Regulation 43 CFR, Section 3102.5-2.

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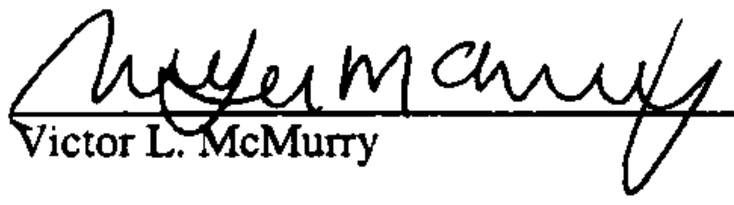
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Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-131919**

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 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 28 North, Range 111 West, 6th P.M. Section 23: NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4 Containing 160.00 acres, more or less Sublette County, Wyoming	100.00%	50.00%	50.00%	None	None

287081
RECORDED Oct. 20 2001 9:30AM
IN BOOK 120 O&G PAGE 149
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [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 for attached land description

Assignment approved effective _____

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

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

150

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 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 leasin 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 Grou 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 roya 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, 2001

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

Assignor or Attorney-in-fact: G. Steven Van Hook (Signature)
G. Steven Van Hook, Attorney-in-fact
370 17th Street Suite 3020
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 1st day of October, 2001

But effective May 1, 2000
Nerd Energy, Inc.

Assignee or Attorney-in-fact: Mick McMurry (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 fraudu 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 1st day of October, 2001 By Mick McMurry, as President for Nerd Energy, Inc. a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

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

Thomas R Blevins
Notary Public

SEAL

My commission expires: 6 April 2003

****

STATE OF ~~COLORADO~~ Wyoming)
COUNTY OF ~~DENVER~~ Natrona)§

The foregoing instrument was acknowledged before me this 1st day of October, 2001 By **G. Steven Van Hook, Attorney-in-fact McMurry Energy Company**, a Wyoming corporation, on behalf of the corporation.

Witness my hand and official seal.

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

Thomas R Blevins
Notary Public

SEAL

My commission expires: 6 April 2003

****

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of May 1, 2000 at 7:00 a.m. Mountain Time (the "Effective Time"), is from Nerd Enterprises, Inc., a Wyoming corporation, whose address is P.O. Box 949, Casper, Wyoming 82602 ("Assignor") to Nerd Energy, Inc., a Wyoming Corporation, whose address P.O. Box 949, Casper, Wyoming ("Assignee").

WHEREAS, pursuant to a corporate reorganization, Assignee desires to quit claim all of its right, title and interest in certain oil and gas properties to its parent company, Nerd Energy, Inc., and Assignee desires to receive such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby quit claims to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(1) The oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein, whether described or not) and mineral interests described in Exhibit A and any other oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein) in which Assignor has any right, title or interest and which are located outside the Jonah Field in Sublette County, Wyoming, as outlined on Exhibit B, whether or not such Leases are described on Exhibit A (the "Leases"), and any and all of Assignor's right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under or that may be produced from the lands covered by the Leases or lands pooled or unitized therewith (the "Lands");

(2) The oil, gas and all other hydrocarbons attributable to the Leases and Lands ;

(3) All oil and gas wells located on the Leases and Lands and all personal property and equipment associated therewith as of the Effective Time;

(4) The rights, to the extent transferable, in and to all existing and effective agreements, if any, which are appurtenant to or used in connection with the ownership or operation of the Leases or Lands;

(5) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, injection facilities, saltwater disposal facilities) to the extent that they are located on the Leases and Lands as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto;

(6) All pipelines on the Leases and Lands or used in conjunction with the Leases and Lands and associated equipment, easements and rights of way;

(7) All other real and personal property associated with the Leases and Lands; and

287103

RECORDED Oct. 29 2000 10:25 AM
IN BOOK 180 OAG PAGE 152
FEES $ 186.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

(8) Copies of all files, records, data and information relating to the Leases, Lands, hydrocarbons, wells, agreements, and other real and personal property described above maintained by Assignor including, without limitation, lease files, land files, abstracts, title opinions, all electronic files related to the Assets, and geologic and other scientific data (including seismic data to the extent such seismic data can be transferred to Assignee), but only to the extent such geologic or other scientific data is not restricted from disclosure or transfer by confidentiality agreements.

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Assignee, and its successors and assigns, forever.

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

A. This assignment is made without warranty of title, express or implied; provided, however, to the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. To the extent the same are transferable, Assignor hereby assigns, transfers, sells, grants, bargains and conveys to Assignee, its successors and assigns, all of Assignor's rights under and by virtue of all covenants and representations, warranties and indemnifications pertaining to the Assets, express or implied (including, without limitation, title and environmental representations, warranties and indemnifications) that were received by Assignor in connection with its acquisitions of the same. To the extent the same are not transferable, Assignor shall use reasonable good faith efforts to enforce the same at the request of, on behalf of, and at the expense of Assignee.

B. Any references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

C. Separate governmental form assignments of the Assets may be executed on officially approved 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 hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

E. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. To facilitate the recording of this Assignment in the counties and states in which the Assets are situated, a counterpart hereof which is recorded in

any county or parish of a particular state may have attached thereto only that portion of Exhibit A which describe and pertain to Assets which are situated in that particular county.

F. The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other action as may be necessary or advisable to carry out their intent under this Assignment.

G. From and after the Effective Time, Assignee shall be entitled to all proceeds received by Assignor relating to the Assets and Assignee shall be liable for all costs and expenses attributable to the Assets for periods after the Effective Time. Assignor shall promptly turn over to Assignee all proceeds of production relating to the Assets and all reimbursements of expenses paid by Assignee which are received by Assignor after the Effective Time and which are attributable to the Assets for any period after the Effective Time. Assignee shall promptly turn over to Assignor all proceeds of production relating to the Assets and all reimbursements of expenses previously paid by Assignor which are received by Assignee after the date hereof and which are attributable to the Assets for any period of time prior to the Effective Time.

H. This Assignment shall be null and void *ab initio* if and to the extent it triggers any preferential rights to purchase which are not waived or to the extent any required consents to assignment are not given but only as to the specific Assets affected by such preferential rights to purchase or consents to assignment.

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

ASSIGNOR:

[SEAL]

MCMURRY OIL COMPANY

ATTEST:

By _____
Title _____ Secretary

By _____
John W. Martin, President

Witnesses:

_____

_____

ACKNOWLEDGMENT

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

Colorado, Nebraska, Utah and all states for which no other acknowledgment form is provided:	The foregoing instrument was acknowledged before me this 31st day of May, 2000, by Neal A. McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation.
Kansas	This instrument was acknowledged before me on May 31, 2000, by Neal A. McMurry, as President of Nerd Enterprises, Inc., a Wyoming corporation on behalf of the corporation.
Wyoming	The foregoing instrument was acknowledged before me by Neal A. McMurry, president of Nerd Enterprises, Inc., a Wyoming corporation, on behalf of the corporation, this 31st day of May, 2000.

Witness my hand and official seal.

[SEAL]

My commission expires: 11-30-2002

Notary Public

My Commission Expires 11/30/2002

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
PINEDALE	WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North Range 108 West, 6th P.M. Section 9: SW/4 Section 14: SW/4 Section 10: SW/4 Section 9: SE/4 Section 10: SE/4 Section 15: All Township 30 North Range 108 West, 6th P.M. Section 8: S/2 Section 10: NE/4 Section 17: N/2 Section 22: NE/4 Section 23: NW/4	12	144
	WY-051-00011-00	WYW-015316	Fred M. Harrington	Township 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: SE/4 Section 29: SE/4 Section 32: E/2 Section 33: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 9: NW/4 Section 10 NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4 Section 4: NE/4 Township 31 North, Range 108 West, 6th P.M. Section 29: NE/4 Section 33: NW/4	11	247
	WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M.	12	43

Exhibit "A"

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PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: NE/4NW/4, S/2NW/4 Township 30 North, Range 108 West, 6th P.M. Section 11: E/2E/2 Section 12: All Section 13: All Section 14: NE/4, N/2SE/4, SE/4SE/4 Section 24: All Township 30 North, Range 108 West, 6th P.M. Section 14: S/2NW/4, NE/4NW/4		
	WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 1: Lots 2, 3, 4, SW/4NE/4, S/2NW/4, S/2 Section 2: All Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4 Section 11: W/2E/2, NW/4 Section 27: E/2, E/2W/2	12	36
	WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NW/4NW/4 Township 30 North, Range 108 West, 6th P.M. Section 3: SW/4SE/4 Section 14: SW/4SE/4 Section 17: SE/4SE/4 Section 18: NE/4NE/4 Section 22: NE/4SW/4 Section 23: SW/4NE/4 Township 31 North, Range 108 West, 6th P.M. Section 33: NW/4NE/4, SW/4SE/4	12	226
	WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M.	12	251

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PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 23: NE/4 Section 24: W/2SW/4 Section 14: SW/4, S/2NW/4 Section 23: SE/4 <u>Township 31 North, Range 109 West, 6th P.M.</u> Section 15: Lots 7,8, E/2SW/4, SE/4 Section 22: NW/4, E/2 Section 23: W/2 Section 26: All Section 27: E/2NE/4 Section 35: N/2NE/4		
	WY-051-00016-00	WYW-026026	Elizabeth Rawson	<u>Township 31 North, Range 109 West, 6th P.M.</u> 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 <u>Township 31 North, Range 109 West, 6th P.M.</u> Section 12: Lot 5; All of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 5, 6, 7 of Section 12, and Lots 7 and 8 of Section 15	12	246
	WY-051-00017-00	WYW-06269 ****	Donald B. Anderson	<u>Township 31 North, Range 109 West, 6th P.M.</u> Section 14: Pinedale Federal 1-14 wellbore only Section 14: NE/4, less & except Pinedale Federal 1-14 wellbore in NE/4NE/4 Section 13: NE/4 Section 13: SW/4 Section 24: NE/4 Section 24: E/2SW/4 Section 25: SW/4, NE/4 Section 13: NW/4, SE/4	12	113

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 14: SE/4 Section 24: NW/4, SE/4 Section 25: NW/4, SE/4 Township 31 North, Range 109 West, 6th P.M. Section 35: W/2, S/2NE/4		
	WY-051-00018-00	WYW-06270 ****	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Pinedale Federal 13-2A wellbore only Section 2: SW/4, less & except Pinedale Federal 13-2A wellbore in SW/4SW/4 Section 3: Lots 1-2, S/2NE/4, SW/4 Section 2: Lots 3, 4, S/2NW/4, SE/4 Section 3: Lots 3, 4, S/2NW/4, SE/4 Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4 Township 31 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4 Section 2: Lots 1, 2, S/2NE/4 Section 9: S/2SE/4 Section 10: W/2 Section 12: Lots 6, 7, S/2SE/4, NE/4SE/4	12	106
	WY-015-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4 Section 35: SW/4 Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: N/2, SE/4 Section 34: N/2, SE/4 Township 32 North, Range 109 West, 6th P.M. Section 27: NW/4 Section 28: NE/4	12	127

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To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 35: N/2, SE/4		
	WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: All	88	447
	WY-051-00022-00	WYW-131987 ***	Howell Spear	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	114	710
	WY-051-00023-00	WYW-133052 ***	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: NW/4	97	458
	WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	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	---	---
	WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	12	184
	WY-051-00026-00	WYW-144996	R. A. Trombley	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	12	200

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To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
				Section 35: N/2, SE/4		
	WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: All	88	447
	WY-051-00022-00	WYW-131987 ***	Howell Spear	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	114	710
	WY-051-00023-00	WYW-133052 ***	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: NW/4	97	458
	WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	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	---	---
	WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: N/2 Township 31 North, Range 108 West, 6th P.M. Section 30: E/2 Section 32: W/2	12	184
	WY-051-00026-00	WYW-144996	R. A. Trombley	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	12	200

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00027-00	WYW-133051 ***	McMurry Oil Co.	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	97	457
	WY-051-00028-00	WYW-144993	Floyd Schroeder	Township 31 North, Range 108 West, 6thP.M. Section 19: Lot 3, E/2SW/4 Section 19: Lot 4 Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 3, 4, E/2SW/4 Section 30 Lots 1, 2, E/2NW/4 Section 31: Lots 1, 2, 3, 4, E/2W/2 Township 30 North, Range 108 West, 6thP.M. Section 6: W/2 Section 7: NW/4 Township 31 North, Range 108 West, 6thP.M. Section 19: NW/4	12	151
	WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W/2SW/4	88	744
	WY-051-00031-00	ST WY 94-00148	McMurry Oil Co.	Township 29 North Range 107 West, 6th P.M. Section 16: NE/4, SW/4	96	426
	WY-051-00032-00	ST WY 94-00149	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P. M. Section 36: All	96	428

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To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00033-00	ST WY 94-00147	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 13: SW/4SW/4 Section 14: NE/4SE/4	96	424
	WY-051-00034-00	WYW-118148 ***	R. K. O'Connell	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: NE/4, SW/4	—	—
	WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 35: SE/4	—	—
	WY-051-00036-00	WYW-128704	R. K. O'Connell	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	—	—
	WY-051-00037-00	WYW-116264	R. K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2	—	—

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-051-00038-00	WYW-116265 ****	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2	---	---
	WY-051-00039-00	WYW-118165	R. K. O'Connell	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	---	---
	WY-051-00040-00	WYW-137342 ***	John Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	---	---
	WY-051-00041-00	WYW-141754	R. K. O'Connell	Township 30 North, Range 108 West, 6th P.M. Section 33: SW/4NW/4, SW/4, SW/4SE/4	---	---
	WY-051-00045-00	WYW-142261 ***	Snyder Oil Corp.	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	---	---
	WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NE/4NW/4	88	470
	WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470

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Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective May 1, 2000, by and between Nerd Enterprises, Inc., Assignor, and Nerd Energy, Inc., Assignee

PROSPECT	McMURRY LEASE NO.	LESSOR	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	RECORDING DATA BOOK	PAGE
	WY-060-00001-00	B. Jensen et al ****	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N, R109W, less and except the wellbores for Jensen #1 in SWNW Sec 11, Jensen #2 in SESE Sec 11 and Jensen #3 in NENW Sec 14, T31N-R109W.	58	626
		WYW-016155	Robert O. Anderson	Township 30 North, Range 107 West, 6th P.M. Section 7: W/2SE/4 Section 18: All Section 19: All Section 20: W/2, W/2E/2, E/2SE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4	12	205
		WYW-016158	Phil D. Helmig	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	12	29

*** This lease was acquired under the terms of that certain Area of Mutual Interest Agreement dated June 1, 1994.

**** Subject to that certain Leasehold Exchange Agreement dated 1/26/99 by and between ST Oil Company, III Exploration and McMurry Oil Company

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned Edward E. LaFaye of P.O. Box 5146 Largo, Florida 34649-5149, hereinafter referred to as "ASSIGNOR", for and in consideration of the sum of $10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer sell and convey unto Crown Oil and Gas Company, Inc. of P.O. Box 519, Big Piney Wyoming, 83113, herein after referred to as "ASSIGNEE", its successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases, interest in minerals, royalty interests and overriding royalty interests which Assignor may have in the properties or interests as set out in Exhibit "A" attached hereto and made a part hereof, including but not limited to a 0.001000000 overriding royalty interest in the production, from the well bore of the Jefferson 20-24 well, together with all personal property, fixtures and improvements on, appurtenant to, or used or obtained by Assignor in connection with the land or wells or with the production treatment, sale or disposal of hydrocarbons or water produced there from or attributable thereto, including without limitation well equipment, casing, tubing, tanks, crude oil, condensate or products placed into storage or into pipelines, gathering system, power lines, roads, and field processing plants, and other appurtenances thereunto belonging, all in "as is-where is" condition.

Assignor warrants that he holds and owns a 0.001000000 overriding royalty interest in all minerals that are produced from the well bore of the Jefferson 20-24 well located in the Section 24, Township 27 North, Range110 West, Sublette County Wyoming.

To have and to hold the same unto Assignees, Assignees' successors and assigns forever, subject to the terms and provisions contained in the lease, contracts, and assignments relating thereto, and to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction, all of which Assignee hereby assumes insofar as same are applicable to the interest hereby assigned, and further subject to the terms and provisions of all assignments, contracts and provisions through which Assignor acquired its title to said oil and gas leases, interest in minerals, royalty interests and overriding royalty interests, or to which said oil and gas lease and interests are subject.

Executed this 4th day of Oct, 2001.

ASSIGNOR:

Edward E. LaFaye

By: Edward E LaFaye

Title:

ASSIGNEE:

Crown Oil and Gas Company, Inc.

By:

Title: President

TODD J. THAYER
MY COMMISSION # CC 916732
EXPIRES: March 15, 2004
Bonded Thru Notary Public Underwriters

287106

RECORDED Oct. 29 2001 10:15a M
IN BOOK 120 016 PAGE 165
FEES $ 14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

STATE OF Florida)
) ss.
COUNTY OF Pinellas)

Subscribed and sworn before me this 1st day of October, 2001 by Edward E. Hodge of _____, and (he) being first duly sworn by me upon (his) oath says that (he) is signing the foregoing agreement of (his) own free and voluntary act, with consent and authority from the (Board of Directors) (Management Committee) ((Partners) (General Partners) of said (Corporation) (Limited Liability Company) (Partnership) (Limited Partnership) to sign as their agent and to act on their behalf.

Witness my hand and
Official seal.

Notary Public

My Commission Expires:

TODD J. THAYER
MY COMMISSION # CC 916732
EXPIRES: March 15, 2004
Bonded Thru Notary Public Underwriters

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater

Subscribed and sworn before me this 19th day of September, 2001 by David W. Neher, President, Crown Oil and Gas Company, Inc., and he being first duly sworn by me upon his oath says that he is signing the foregoing agreement of his own free and voluntary act, with consent and authority from the (Board of Directors) (Management Committee) (Partners) (General Partners) of said (Corporation) (Limited Liability Company) (Partnership) (Limited Partnership) to sign as their agent and to act on their behalf.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the date and year last above stated.

AMY A. PARRISH
NOTARY PUBLIC
SWEETWATER COUNTY, WYOMING
My Commission Expires 2-26-04

Notary Public

My Commission Expires: July 26 2001

EXHIBIT "A"

Attached to and made a part of Assignment And Bill Of Sale dated _September 19, 2001 by and between Edward E. LaFaye and Crown Oil and Gas Company, Inc.
Covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
USA W-49630	Barbara E Hannifin	04-01-75	T27N-R110W. 6th P.M Sec. 24: N/2 SW/4-Shallow Rights Sec 25: NW/4 NW/4- Shallow Rights SW/4 NW/4- Shallow Rights
USA W-0320797	Margaret E. Allen	12-01-65	* T27N-R110W. 6th P.M Sec. 23" E/2 SE/4 Sec. 26: NE/4 NE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic Equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well In Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming. Below 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 120 acres, more or less, in Sublette County, Wyoming.
			* T27N-R110W. 6th P.M Sec. 23: SW/4; W/2 SE/4 Sec. 26: W/2; W/2E/2; SE/4 NE/4; NE/4 SE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic Equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well In Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming. Below 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 120 acres, more or less, in Sublette County, Wyoming.

EXHIBIT "A"

Attached to and made a part of Assignment And Bill Of Sale dated September 19, 2001 by and between Edward E. LaFaye and Crown Oil and Gas Company, Inc.
Covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
USA W-57811	Fred Goodstein	10-01-77	* T27N-R110W. 6th P.M Tract I Sec. 24: N/2 NW/4; N/2 NE/4; and SE/4 NE/4 Tract II Sec. 24: S/2 NW/4; SW/4 NE/4 Sec. 25: NE/4 NW/4 Tract III Sec. 25: SE/4 NW/4

* Assignments of Operating Rights Only

1098

EXHIBIT "A"

Attached to and made a part of Assignment And Bill Of Sale dated September 19, 2001 by and between Edward E. LaFaye and Crown Oil and Gas Company, Inc.
Covering lands in Sublette County, Wyoming.

LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
USA W-48192	James W. Haefele	12-01-74	* All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the SE/4 NE/4 of Section 23 and the W/2 SE/4 of Section 24, Township 27 North, Range 110 West, Sublette County, Wyoming from The surface the thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublette County, Wyoming. This assignment is made subject to the conditions and Reservatuis set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) And Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement Between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982. * All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the NE/4 NE/4 of Section 23 and the E/2 SE/4 of Section 24, and the N/2 NE/4 Sec. 25 Township 27 North, Range 110 West, Sublette County, Wyoming from the surface the thereof down to, but not below, the stratigraphic equivalent of14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublette County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement Between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.

169

170

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that ULTRA RESOURCES, INC., 304 Inverness Way South, Suite 295, Englewood, CO 80112, Assignor, for the sum of One Dollar ($1.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown below:

NAME	ADDRESS	PERCENT
Gasconade Oil Company	633 17th Street, Suite 1650 Denver, CO 80202	1.66666%
The Roy H. Dubitzky Trust dated June 28, 1986 Roy H. Dubitzky, Trustee	6663 So. Prescott Way Littleton, CO 80120	1.66667%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.66667%

BEING in all a total of an undivided 5% overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described as follows:

WY-1338	WYW-10704	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 30 North, Range 108 West Section 32: All
WY-1365	WYW-149137	Township 30 North, Range 109 West Section 24: N/2
WY-1177	WYW-135468	Township 30 North, Range 109 West Section 24: S/2

WITNESS my hand on this 22nd day of October 2001.

287132

RECORDED Oct. 29 2001 4:25PM
IN BOOK 120 OMG PAGE 170
FEES $6.00 M. L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ULTRA RESOURCES, INC.

Robin Benko

Robin Benko, Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 22nd day of October 2001, before me, the undersigned authority, personally came and appeared Robin Benko, appearing in her capacity as Attorney-inFact of **ULTRA RESOURCES, INC.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

B. P. Ault

Notary Public

My commission expires:

BRIAN P. AULT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 05/22/2004

[redacted] [redacted] [redacted]

Form 3000-3a
(January 1996)

A
Rec'd

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 APR 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

WYW131400

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.

RECORDED 04.18.2001 4:10PM
IN BOOK 120 046 PAGE 171
FEES $ 10.00
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING
By Cathy Scoles

PART A: TRANSFER

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

287133

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-111-West					
Section 24: All	100%	100%	none	n/a	n/a

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

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

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SWNE of Section 33, T-32-N, R-111-W;
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SENW Section 2, T-31-N, R-110-W;
(3) 6,870 feet in the Billy #33-16 well, located in the NWSE of Section 16, T-31-N, R-111-W;
(4) 6,790 feet in the Ross "A" Federal #13-19 well, in n the NWSW of Section 19, T-30-N, R-110-W;
5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31, T-31-N, R-109-W; and
6) 8,686 feet in the Luman #11-25 well, located in the NESW of Section 25, T-32-N, R-110-W."

FOR BLM USE ONLY---DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective MAY 01 2001

/s/ Theresa M. Stevens

By _____ (Authorized Officer)

LAND LAW EXAMINER (Title)

JUN 20 2001 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

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

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

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

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

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

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 9th day of April, 19 2001

Name of Transferor: Shama Zoe Limited Parntership, a/k/a Shama Kafar Limited Partnership (Please type or print)

Transferor or Attorney-in-fact: By: Gilman A. Hill (Signature)

Gilman A. Hill, General Partner

7128 S. Poplar Lane (Transferor's Address)

Englewood, CO 80112

(City) (State) (Zip Code)

Executed this 9th day of April, 19 2001

Transferee: Aztec Energy Corporation

Transferee or Attorney-in-fact: By: Dan C. Perry (Signature)

Dan C. Perry, 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.

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.

[redacted] [redacted] [redacted]

STATE OF COLORADO §
§
COUNTY OF Arapahoe §

The foregoing instrument was acknowledged before me this 9th day of April, 2001, by Gilman A. Hill, General Partner of Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, a Colorado partnership, on behalf of said partnership.

My Commission Expires:

11-21-2002

NOTARY PUBLIC, State of ~~Texas~~ Colorado

JoAnn Sarver
(Printed Notary Name)

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

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

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

THAT, WHEREAS, AZTEC ENERGY CORPORATION, 7801 Broadway, Suite 200, San Antonio, Texas 78209 ("Assignor"), is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to the oil and gas leases (the "Leases") covering the lands (the "Lands") described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Assignor desires to assign to STARWOOD, INC., a Texas corporation, P O Box 200, 100 Elk Run Dr., Suite 215, Basalt, CO 81621 ("Assignee"), the herein described overriding royalty interests attributable to production from the Lands covered by the Leases;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER and CONVEY to Assignee an overriding royalty interest equal to the amount by which 20% of the oil, gas and liquid hydrocarbons produced, saved and sold from the Lands covered by the Leases described on Exhibit "A" exceeds the royalty, overriding royalty and other payments burdening such production which are of record as of the Effective Date of this Assignment of Overriding Royalty Interests.

Said overriding royalty interests shall be delivered free of cost or expense of development or operations, although said overriding royalty interests shall bear their proportionate share of any local, county, state, federal and any other applicable taxes on production.

The overriding royalty interests conveyed are subject, however, to the following:

1. The terms, provisions, conditions and limitations contained in the Leases as they affect the Lands covered thereby;

2. If any Leases cover less than the entire fee simple estate or Assignor owns less than the entire leasehold in the Leases, as they cover the oil, gas and liquid hydrocarbons in and under the Lands, then the overriding royalties shall be reduced proportionately;

287134

RECORDED Oct. 29 2021 4:40pm
IN BOOK 120 O&G PAGE 174
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. If any pooling or unitization should be authorized under the terms of the Leases, or any of them, then any pool or unit created by the lease owner under the authorizations contained therein shall be binding also upon these overriding royalties, and shall effect a pooling or unitization thereof;

4. Any development of lease premises and the continuation of the Leases shall be solely in the discretion of the lease owner, and no obligation with regard thereto shall exist by reason of these overriding royalties. The Leases, or any of them, may be released by the owner in accordance with the terms therein; and

8. These overriding royalty interests shall attach to and encumber any extensions or renewals of any of the Leases, which extensions or renewals are entered into between the lessors thereunder, their successors, heirs or assigns, and Assignor (including Assignor's principals, affiliates, or entities controlled directly or indirectly by Assignor), its successors and assigns.

TO HAVE AND HOLD unto the Assignee, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

EXECUTED this 11th day of October, 2001, but effective as of December 31, 2000.

ASSIGNOR

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 11th day of October, 2001, by Dan C. Perry, as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

My Commission Expires:
July 1, 2002

LISA D. GARCIA
(Printed Notary Name)

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

EXHIBIT "A"
to that Assignment of Overriding Royalty Interests
from Aztec Energy Corporation to Starwood, Inc.

A.

Date:	8/1/00
Lessor:	Wilma Bloom Davis, et vir
Lessee:	Aztec Energy Corporation
Record:	Bk. 116, P. 152
Lands:	T-31-N, R-110-W
	Section 4: W/2SW
	Section 5: SWNE, S/2NW, S/2
	Section 6: SENE, E/2SE
	Section 7: E/2NE
	Section 8: E/2, SW, W/2NW
	Section 9: W/2W/2, E/2SW, SWSE
	Section 16: Lots 1 (39.78ac), 2 (21.76ac), 3 (35.07ac), NE, NENW,
	Containing 1,856.61 gross acres, more or less, located in Sublette County, WY

B.

Date:	8/1/00
Lessor:	Bonnie Bloom Alexander, et vir
Lessee:	Aztec Energy Corporation
Record:	Bk. 116, P. 155
Lands:	same as Lease A. above

Memorandum of Amendment
to
Leasehold Exchange Agreement Dated January 26, 1999

WHEREAS, McMurry Oil Company, Fort Collins Consolidated Royalties, Inc., Nerd Enterprises, Inc. and Edward M. Warner did execute that certain Ratification of Leasehold Exchange Agreement recorded June 16, 1999 in Book 111 O & G at Page 515 of the records of Sublette County, Wyoming (hereafter referred to as the "Ratification"); and

WHEREAS, McMurry Energy Company (as successor in interest to McMurry Oil Company), Fort Collins Consolidated Royalties, Inc., Nerd Energy, Inc. (as successor in interest to Nerd Enterprises, Inc.), Williams Production Rocky Mountain Company (as successor in interest to Edward M. Warner), ST Oil Company and III Exploration Company are the present parties in and to that certain Leasehold Exchange Agreement dated January 26, 1999 by and between ST Oil Company, III Exploration Company and McMurry Oil Company (hereafter referred to as the "Agreement"); and

WHEREAS, the parties hereto have amended certain terms and conditions of the Agreement, including the interest to be conveyed and in the lands subject to the Agreement all as set forth in that certain Amendment to Leasehold Exchange Agreement dated July 5, 2001 (hereafter referred to as the "Amendment"); and

WHEREAS, the parties hereto do execute this memorandum as notice of the Amendment;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state that the leases and lands covered by the Agreement and the Amendment are described as follows:

287139

1. Oil and Gas Lease dated July 1, 1975 between Brandt M. Jensen, et al, as lessor and Leonard Hay, as lessee, recorded in Book 58 O & G, Page 626 in the records of Sublette County, Wyoming, insofar and only insofar as the following described lands:

<u>Township 31 North, Range 109 West, 6th P.M.</u>
Section 10: NESE, S/2SE
Section 11: Lots 2,3,4,5,6,7, NWSW, S/2NW, W/2NE
Section 14: Lots 1,2,NENW
Section 15: Lots 1,2
And all the bed of the New Fork River between mean high water and medial lines thereof, in front of and apparent to Lots 2,3,4,5,6 and 7 of Section 11, Lots 1 and 2 of Section 14 and Lots 1 and 2 of Section 15,T31N, R109W, containing 720.50 acres, more or less;

FILED Oct. 30 20 01 1:25 P.M.
BOOK 120 O & G PAGE 177
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2. Oil and Gas Lease dated September 16, 1994 between Elva Louise Vible, as lessor and Leonard Hay, as lessee, recorded in Book 99 O & G, Page 83 in the records of Sublette County, Wyoming, insofar and only insofar as the following described lands:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4 (NWNW), SWNW
Section 6: Lots 1,2 (aka N/2NE), S/2NE, Lot 5 (aka SWNW), SENW, Lots 6,7,12,13 (aka SW/4)
Section 7: Lot 2 (aka NWNW), NENW, NWNE

Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW

Township 31 North, Range 109 West, 6th P.M.
Section 1: S/2NE, Lot 5 (aka SESE), NESE, W/2SE, E/2SW, SWSW
Section 12: Lots 1,2,3 (aka N/2NE, NENW), NWNW, Lot 4 (aka SWNW)
Containing 1,170 acres, more or less.

3. Oil and Gas Lease WYW-06270 from the USA, as lessor to Donald B. Anderson, as lessee effective June 1, 1951, insofar and only insofar, as such lease covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 2: SW
Section 3: NE, SW
Containing 480 acres, more or less.

4. Oil and Gas Lease WYW-06269 from the USA, as lessor to Donald B. Anderson, as lessee effective June 1, 1951, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th P.M.
Section 13: NE, SW
Section 14: NE
Containing 480 acres, more or less.

5. Oil and Gas lease WYW-11625 from the USA, as lessor to C.S. O'Connell effective June 1, 1989, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 25: All
Section 26: All
Section 27: NE/4
Containing 1,440 acres, more or less.

This memorandum may be executed in any number of counterparts which when combined shall form a complete original whether all parties execute the same original or not.

IN WITNESS HEREOF, this Amendment is executed as of this 5rd day of July, 2001.

[redacted] [redacted] [redacted]

McMurry Energy Company

G. Steven Van Hook
Attorney in Fact

Fort Collins Consolidated Royalties, Inc.

By:_____
Title:_____

Nerd Energy, Inc.

By: Mick McMurry
Title: President

Williams Rocky Mountain Production Company

By:_____
Title:_____

ST Oil Company

By:_____
Title:_____

III Exploration Company

By:_____
Title:_____

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of July, 2001 by G. Steven Van Hook as Attorney in Fact of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

Notary Public
Address: 370 17th St #3000
My Commission expires: 11-30-2002

My Commission Expires 11/30/2002

STATE OF Wyoming)
) §
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 9th day of July, 2001 by Mick McMurry as President of Nerd Energy, Inc.

WITNESS my hand and official seal.
(SEAL)

Notary Public
Address: P.O. Box 3003 Casper, WY 82602
My Commission Expires: 6 April 2003

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

McMurry Energy Company

G. Steven Van Hook
Attorney in Fact

Fort Collins Consolidated Royalties, Inc.

By:_____
Title:_____

Nerd Energy, Inc.

By:_____
Title: _____

Williams Rocky Mountain Production Company

By:_____
Title:_____

ST Oil Company

By: J. Samuel Butler
Title: President

III Exploration Company

By:_____
Title:_____

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by G. Steven Van Hook as Attorney in Fact of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

Notary Public
Address:_____
My Commission expires: _____

STATE OF CO)
) §
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18th day of July, 2001 by J. Samuel Butler as President of ST Oil Company.

WITNESS my hand and official seal.
(SEAL)

PAMELA K. REED NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/14/2003

Pamela K Reed
Notary Public
Address: 1801 Broadway, Ste 600, Denver CO 80202
My Commission Expires: _____

[redacted] [redacted] [redacted]

McMurry Energy Company

G. Steven Van Hook
Attorney in Fact

Fort Collins Consolidated Royalties, Inc.

By: Roger Biemans
Title: President

Nerd Energy, Inc.

By:
Title:

Williams Rocky Mountain Production Company

By:
Title:

ST Oil Company

By:
Title:

III Exploration Company

By:
Title:

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of July, 2001 by G. Steven Van Hook as Attorney in Fact of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

My Commission Expires 11/30/2002

Notary Public
Address: 3701 17th St #3020
My Commission expires: 11-30-2002

STATE OF Colorado)
) §
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of September, 2001 by Roger Biemans as President of Fort Collins Consolidated Royalties Inc.

WITNESS my hand and official seal.
(SEAL)

JUDITH B. SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Mar. 17, 2004

Notary Public
Address: 950 17th St. Ste 2600 Denver CO 80202
My Commission Expires: 3-17-04

McMurry Energy Company

_____
G. Steven Van Hook
Attorney in Fact

Fort Collins Consolidated Royalties, Inc.

_____
By:_____
Title:_____

Nerd Energy, Inc.

_____
By:_____
Title: _____

Williams Rocky Mountain Production Company

Dorsey Roach
By: Dorsey Roach
Title: Attorney-in-Fact

ST Oil Company

_____
By:_____
Title: _____

III Exploration Company

_____
By:_____
Title:_____

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by G. Steven Van Hook as Attorney in Fact of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

_____
Notary Public
Address:_____
My Commission expires: _____

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 10th day of October, 2001 by Dorsey Roach as Attorney-in-Fact of Williams Rocky Mountain Production Company

WITNESS my hand and official seal.
(SEAL)

Notary Public Oklahoma
OFFICIAL SEAL
SUSAN A. TYLER
TULSA COUNTY
Comm. Exp. 07-17-2005

Susan A. Tyler
Notary Public
Address: P.O. Box 3102, Tulsa, OK 74101
My Commission Expires: 7-17-2005

[redacted] [redacted] [redacted]

McMurry Energy Company

_____
G. Steven Van Hook
Attorney in Fact

Fort Collins Consolidated Royalties, Inc.

_____
By:_____
Title:_____

Nerd Energy, Inc.

_____
By:_____
Title: _____

Williams Rocky Mountain Production Company

_____
By:_____
Title:_____

ST Oil Company

_____
By:_____
Title: _____

III Exploration Company

_____
By: William C Glynn
Title: President

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by G. Steven Van Hook as Attorney in Fact of McMurry Energy Company.

WITNESS my hand and official seal.
(SEAL)

_____
Notary Public
Address:_____
My Commission expires: _____

STATE OF Idaho)
) §
COUNTY OF Ada)

The foregoing instrument was acknowledged before me this 11th day of July, 2001 by William C Glynn as President of III Exploration Co.

WITNESS my hand and official seal.
(SEAL)

D. KENT LITTLE NOTARY PUBLIC STATE OF IDAHO

D. Kent Little
Notary Public
Address: Boise ID
My Commission Expires: Nov 9, 2006

184

Form 3200-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

00 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-06269

287140

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Oct. 30 2001 1:30P
IN BOOK 120 O & G PAGE 184
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 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.	63.75%	47.8125%	15.9375%	-0-	Of Record

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

ORIGINAL

UNITED STATES OF AMERICA

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

☑ Transfer approved effective DEC 1 2000

By Clemen C. Lovett (Authorized Officer)

LAND LAW EXAMINER (Title)

JAN 16 2001 (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for N und addresses of additional transferees in Item No. 1, if r

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

OCT 2 5 2001

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000

MCMURRY OIL COMPANY

Transferee R.B.
Roger J. Biemans, as President

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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

186

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

00 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-06270

287141

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

RECEIVED Oct. 30 2001 1:30P
IN BOOK 120 O & G PAGE 186
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M.					
Section 2: SW/4	63.75%	63.75%	-0-	3.0%	Of Record
Section 3: Lots 1, 2, S/2NE/4, SW/4	63.75%	47.8125%	15.9375%	-0-	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 the 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 Federal 13-2A Well.					

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

ORIGINAL

UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 1 2000

By _____ LAND LAW EXAMINER JAN 16 2001
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for and addresses of additional transferees in Item No. 1, i[illegible]d.

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

OCT 2 5 2001
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2001

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000 ~~19 98~~

MCMURRY OIL COMPANY

Transferee _____
Roger J. Biemans, as President

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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

188

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

BUREAU OF LAND MANAGEMENT
00 NOV 22 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-06286

287142

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Oct. 30 2001 1:30P
BOOK 120 O & G PAGE 188
FEE $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West, 6th P.M. Section 34: SW/4 Section 35: SW/4 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 the 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. It is the intent of this assignment to be effective with first production from the Pinedale Federal 13-2A Well.	63.75%	47.8125%	15.9375%	-0-	Of Record

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 1 2000

By Carmen E. Lovell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 17 2001
(Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for : and addresses of additional transferees in Item No. 1, if d.

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

OCT 2 5 2001
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October, 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November, 2000 19 98
MCMURRY OIL COMPANY

Transferee _____
Roger J. Biemans, as President
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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

190

Form 3000-3a
(October 1992)

00 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
WYW-015314

287143

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Dec. 30 2001 1:30P
BOOK 120 O&G PAGE 190
FEE $ 8.00 COUNTY CLERK

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M.					
Section 9: SW/4	63.75%	47.8125%	15.9375%	-0-	Of Record
Section 14: SW/4	"	"	"	"	"
Section 10: SW/4	63.75%	63.75%	-0-	1.9125%	"
Sublette County, Wyoming					
Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 11,460 feet as encountered in the New Fork Unit #13-10 located in the SW/4SW/4 Section 10, 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 New Fork Unit 13-10 Well.					

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 1 2000

By _____ _____ JAN 11 2001
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for N and addresses of additional transferees in Item No. 1, if .

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

OCT 25 2001
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000

MCMURRY OIL COMPANY

Transferee _____

or
Attorney-in-fact Roger J. Biemans, 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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

192

Form 3000-3a
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-015316

287144

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Oct. 30 2001 1:30P
120 O & G Page 192
800

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West, 6th P.M. Section 4: SW/4 Section 9: NE/4 Sublette County, Wyoming Limited in depth from the surface to the stratigraphic equivalent of a depth 200 feet below a depth of 11,460 feet as encountered in the New Fork Unit #13-10 located in the SW/4SW/4 Section 10, 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 New Fork Unit 13-10 Well.	63.75%	47.8125%	15.9375%	-0-	Of Record

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

OCT 25 2001

BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 1 2000

By _____ LAND LAW EXAMINER JAN 11 2001
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for n[illegible]nd addresses of additional transferees in Item No. 1, if [illegible]

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

OCT 25 2001
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000

MCMURRY OIL COMPANY

Transferee _____
(Signature)

or
Attorney-in-fact Roger J. Biemans, 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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

194

Form 3000-3a
(October 1992)

BUREAU OF LAND MANAGEMENT
00 NOV 22 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-026025
E

287145

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Oct. 30 01 1:30P
120 Dig
8oe

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: W/2SW/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.	63.75%	47.8125%	15.9375%	-0-	Of Record

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 01 2000

By _____ Chief, Leasable Minerals Section DEC 05 2000
(Authorized Officer) (Title) (Date)

ORIGINAL

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Na[illegible] and addresses of additional transferees in Item No. 1, if n[illegible].

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

OCT 25 2001
Zane Rogers
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000 ~~19 98~~

MCMURRY OIL COMPANY

Transferee _____
Roger J. Biemans, as President

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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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*U.S. GPO: 1992 - 774-017/67023

196

Form 3000-3a
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPT. OF THE INTERIOR
BUR. OF LAND MANAGEMENT
00 NOV 22 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-144993

287146

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Oct. 30 01 1:30P
120 O&G
800 196

1. Transferee (Sublessee)* McMurry Oil 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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M.					
Section 19: Lot 3, 4, E/2SW/4	63.75%	63.75%	-0-	3.0%*	Of Record
Section 30: Lots 3, 4, E/2SW/4	63.75%	47.8125%	15.9375%	-0-	Of Record
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.					
*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 13-19 Well.					

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 2001
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

ORIGINAL

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

☒ Transfer approved effective DEC. 0 1 2000

By Connie E. Barrett (Authorized Officer)

LAND LAW EXAMINER (Title)

JAN 1 0 2001 (Date)

Part A (Continued): ADDITIONAL SPACE for Na[illegible] addresses of additional transferees in Item No. 1, if ne

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

OCT 2 5 2001

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 4th day of October 2000

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact Robin Benko
Robin Benko (Signature)

304 Inverness Way South, Suite 295
(Transferor's Address)

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

Executed this 9th day of November 2000

MCMURRY OIL COMPANY

Transferee _____
Roger J. Biemans, as President

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, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992 - 774-017/67023

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ASSIGNMENT AND BILL OF SALE WITH RESERVATION OF OVERRIDING ROYALTY INTEREST

This Assignment and Bill of Sale with Reservation of Overriding Royalty Interest ("Assignment") dated effective as of February 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 McMurry Energy Company, 370 17th Street, Suite 3020, Denver, CO 80202, Fort Collins Consolidated Royalties, Inc., 950 17th Street, Suite 2600, Denver, CO 80202, Nerd Energy, Inc., P. O. Box 3003, Casper, Wyoming 82602 and Williams Production Rocky Mountain Company, One Williams Center, Tulsa, OK 74172 ("Assignees").

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, assigned and conveyed, and do hereby transfer, grant, bargain, sell, assign and convey to Assignees the following (all of which are herein collectively called the "Interests").

1. An undivided Fifteen Percent (15%) leasehold working interest in and to that certain Oil and Gas Lease further described in **Part I of Exhibit "A"** attached hereto and made a part hereof, insofar as said Lease covers the lands described in said Part I of Exhibit "A", the assignment of said 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 CONVEYED TO THE ASSIGNEES in the proportions set out below:

McMurry Energy Company	7.4250%
Nerd Energy, Inc.	3.7125%
Fort Collins Consolidated Royalties, Inc.	3.5625%
Williams Production Rocky Mountain Company . . .	.3000%

EXCEPTING AND EXCLUDING the existing wells further described in Part I of Exhibit "A" ("Existing Wells") and all oil, gas and associated substances and other minerals produced or producible from the Existing Wells, and all equipment on, appurtenant to, or used in connection with the Existing Wells.

2. An undivided Twenty-Five Percent (25.00%) leasehold working interest in and to that certain Oil and Gas Lease further described in **Part II of Exhibit "A"** attached hereto and made a part hereof, insofar as said lease covers the property described in said Part II of Exhibit "A", the assignment of said 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, Inc. CONVEYED TO THE ASSIGNEES in the proportions set out below:

McMurry Energy Company	12.3750%
Nerd Energy, Inc.	6.1875%
Fort Collins Consolidated Royalties, Inc.	5.9375%
Williams Production Rocky Mountain Company	.50000%

EXCEPTING AND EXCLUDING the existing wells further described in Part I of Exhibit "A" ("Existing Wells") and all oil, gas and associated substances and other minerals produced or producible from the Existing Wells, and all equipment on, appurtenant to, or used in connection with the Existing Wells.

287147

RECORDED October 30 2001 1:40 P M
IN BOOK 120 O & G PAGE 198
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. An undivided Twenty-Five Percent (25.00%) leasehold working interest in and to that certain Oil and Gas Lease further described in **Part III of Exhibit "A"** attached hereto and made a part hereof, insofar as said lease covers the lands described in said Part III of Exhibit "A", the assignment of said 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, Inc. CONVEYED TO THE ASSIGNEES in the proportions set out below:

McMurry Energy Company	12.3750%
Nerd Energy, Inc.	6.1875%
Fort Collins Consolidated Royalties, Inc.	5.9375%
Williams Production Rocky Mountain Company	.5000%

This Assignment shall not serve to take away, add to, or in any way substitute any interest Assignees may already own in the Existing Wells, but shall serve to convey a working interest in all lands and production exclusive of the Existing Wells.

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

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

a) Assignors do hereby specifically reserve unto themselves an overriding royalty interest, if any, equal to the difference between the existing royalty and overriding royalty interests of record and Twenty Percent (20.00%) of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from the Lease, to be reserved and held in the proportion of Twenty-Five Percent (25.00%) by S T Oil Company and Seventy-Five Percent (75.00%) by III Exploration Company, such overriding royalty interests to be proportionately reduced as to the Interest herein assigned. All oil, gas and other hydrocarbons attributable to the overriding royalty reserved hereunder shall be delivered free of cost to Assignors in the pipelines serving the Lease and Lands or the tanks erected thereupon for the purpose of storing such products.

b) This Assignment is made as a result of, and specifically subject to, the terms and conditions of the Acreage Exchange Agreement dated January 26, 1999, and the Amendment to Acreage Exchange Agreement dated January 5, 2001, but effective as of the date of first production of the Jensen 1A well, by and between Assignors and Assignees.

c) This Assignment is also made subject to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, right-of-ways, easements, licenses, and authorizations in any way relating to the leasehold interest assigned hereunder.

d) 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.

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:

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

S T OIL COMPANY

Michele L. Hiller
By:
Title: Secretary

By: J. Samuel Butler
President

ATTEST

III EXPLORATION COMPANY

By:
Title:

By:
Title:

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

The foregoing instrument was acknowledged before me this 24th day of October, 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:

Pamela K Reed
Notary Public

My Commission Expires 04/14/2003

STATE OF IDAHO }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, as _____ of III Exploration Company.

Witness my hand and official seal.

My commission expires:

Notary Public

[redacted] [redacted] [redacted]

ATTEST

S T OIL COMPANY

_____

_____ By:

By: J. Samuel Butler

Title:

President

ATTEST

III EXPLORATION COMPANY

_____

_____

By: By: Wm. C. Glynn

Title: Title: PRESIDENT

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by J. Samuel Butler, President of S T Oil Company.

Witness my hand and official seal.

_____

My commission expires: Notary Public

STATE OF IDAHO }
} ss.
COUNTY OF Ada }

The foregoing instrument was acknowledged before me this 25th day of October, 2001, by William C Glynn, as president of III Exploration Company.

Witness my hand and official seal.

D. Kent Little

My commission expires: Notary Public
Nov 9 2006

D. KENT LITTLE NOTARY PUBLIC STATE OF IDAHO

EXHIBIT 'A'

Attached hereto and made a part hereof that certain Assignment and bill of Sale with Reservation of Overriding Royalty Interest dated Effective February 1, 2001, by and between S T Oil Company and III Exploration Company as Assignors, and McMurry Energy Company, et al, as Assignees.

Part I

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:

Township 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, SENW, NW/4SW/4
Sec. 14: 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; 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. 1 well

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

Part II

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, **INSOFAR AND ONLY INSOFAR** as the following described lands:

Township 31 North, Range 109 West, 6th P.M.
Section 11: SWNW
Section 14: Lots 1,2 and all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2 of said Section 14.

together with a like interest in and 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 and further excluding and excepting the Existing Wells.

Part III

Oil and Gas Lease

That certain Oil and Gas Lease dated September 16, 1994, by and between Elva Louise Vible as Lessor and Leonard Hay, as Lessee, recorded in Book 99 O&G, Page 83 of the Sublette County Records, **INSOFAR AND ONLY INSOFAR** as said lease covers the following described lands:

Township 32 North - Range 108 West, 6th P.M.
Sec. 32: S/2SW/4

Township 31 North - Range 108 West, 6th P.M.
Sec. 5: Lot 4 (NW/4NW/4), SW/4NW/4
Sec. 6: Lots 1, 2, (N/2NE/4), S/2NE/4, Lot 5 (SW/4NW/4), SE/4NW/4, Lots 6, 7, 12, 13 (SW/4)
Sec. 7: Lot 2 (NW/4 NW/4), NE/4NW/4, NW/4NE/4

Township 31 North - Range 109 West, 6th P.M.
Sec. 1: S/2NE/4, Lot 5 (SE/4SE/4), NE/4SE/4, W/2SE/4, E/2SW/4, SW/4SW/4
Sec. 12: Lots 1, 2, 3, (N/2NE/4, NE/4NW/4), NW/4NW/4, Lot 4 (SW/4NW/4)

204

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-33563

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: Charles E. Strange 1976 Trust #1
   P O Box 1210
   City, State, ZIP Code: Inverness, Florida 34451-1210

*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
State of Wyoming, County of Sublette T. 32 N., R. 114 W., 6th Prin. Mer. Sec. 27: NE¼ T. 32 N., R. 115 W., 6th Prin. Mer. Sec. 13: All 36: All Containing 1427.61 acres, m.o.l.		100% ORR	0% ORR		

287175

RECORDED Nov. 1 2021 9:50 AM
IN BOOK 120016 PAGE 204
FEES $ 10.00 Mary Cook 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 _____

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 18th day of October, 19 2001

Name of Transferor Charles E. Strange, Jr.
(Please type or print)

Transferor [signature]
(Signature)
or
Attorney-in-fact Charles E. Strange, Jr.
(Signature)

P O Box 237
(Transferor's Address)

Holder (City) Florida (State) 34445 (Zip Code)

Executed this 18th day of October, 19 2001

Transferee Charles E. Strange 1976 Trust #1
or
Attorney-in-fact Monica Haufler, trustee
(Signature)
Monica Haufler, Trustee

NGOC PHEM ADAMS
Notary Public - State of Florida
My Commission Expires Oct 10, 2003
Commission # CC827415

[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.

2016

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss
COUNTY OF CITRUS)

Personally appeared before me the undersigned authority, the within named Charles E. Strange, Jr. and Monica Haufler, trustee of the Charles E. Strange 1976 Trust #1, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged before me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER (WITNESS) MY HAND AND SEAL OF OFFICE THIS THE 18TH DAY OF OCTOBER 2001.

My commission expires:

NGOC PHEM ADAMS
Notary Public - State of Florida
My Commission Expires Oct 10, 2003
Commission #: CC878415

, Notary Public
Residing in Citrus County, Florida

AFTER RECORDING RETURN TO:
FRANK E. PURYEAR, JR.
1800 AUGUSTA DRIVE, SUITE 107
HOUSTON, TX 77057

287183

RECORDED Nov. 1 2001 11:15 AM
IN BOOK 120 O+G PAGE 207
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS Assignment, Bill of Sale and conveyance, effective as of 7:00 a.m. local time, the 15th day of December, 1997, is by and between MILLMAN-PURYEAR INTERESTS, a Texas General Parnership, with its principal office at 1800 Augusta, #[redacted]107 Houston, Texas 77057 (hereinafter referred to as "ASSIGNOR"), and FRANK E. PURYEAR, JR. with his principal office at 1800 Augusta, #[redacted]107 Houston, Texas 77057 (hereinafter referred to as "ASSIGNEE").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of certain undivided interests in the oil, gas and mineral leasehold interests and other property and interests described in Exhibit "A" attached hereto, and made a part hereof; and,

THAT, 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 acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR'S rights, title and interest, in and to the leasehold acreage, as described in Exhibit "A", together with all of Assignor's property and rights incident thereto, and including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto, and including pooled or unitized areas, gas imbalances and other interests and lands to which they pertain; and all of ASSIGNOR'S undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging; and together with all of ASSIGNOR'S rights, title and interest in and to the mineral interests and overriding royalty interests, if any, attributable to the property described in Exhibit "A".

TO HAVE AND TO HOLD the interests assigned hereby unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

To the extent required to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except for the covenants, contained in the immediately preceding paragraph, this Assignment, Bill of Sale and Conveyance is made and accepted without covenant, warranty or representations of any kind, express, implied or statutory, and without recourse against ASSIGNOR,

and any covenants implied by statute or law by the words "transfer, grant, bargain, sell and convey" or any of them, or any other words in this instrument, are hereby expressly disclaimed, waived and negated. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES ALL WARRANTIES, ANY IMPLIED OR EXPRESSED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNOR may now or hereinafter have or hold.

ASSIGNOR'S interest in the leases and the Lands are benefited and burdened by rights and obligations existing under certain contracts and agreements (the "Contracts") including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, gas imbalances and other related instruments and agreements.

ASSIGNEE shall fully protect, indemnify, and defend ASSIGNOR, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities (including attorneys' fees, costs of litigation and/or investigation and other costs associated therewith) (collectively referred to hereafter as "Claims") relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property or resource, including Claims for pollution and for environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by, arising out of or connected, directly or indirectly, with the ownership or operation of the oil and gas leases designated on Exhibit "A" or any part thereof, accruing on or after the Effective Date, regardless of cause or of ASSIGNEE'S negligence or fault whether imposed by statute, rule, regulation, or strict liability of ASSIGNOR, its officers, agents and/or employees, or otherwise.

ASSIGNOR shall fully protect, indemnify, and defend ASSIGNEE, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities (including attorneys' fees, costs of litigation and/or investigation and other costs associated therewith) (collectively referred to hereafter as "Claims") relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property or resource, including Claims for pollution and for environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by, arising out of or connected, directly or indirectly, with the ownership or operation of the oil and gas leases designated on Exhibit "A" or any part thereof, accruing before the Effective Date, regardless of cause or of ASSIGNEE'S negligence or fault whether imposed by statute, rule, regulation, or strict liability of ASSIGNEE, its officers, agents and/or employees, or otherwise.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR'S interest only, to plug and abandon the wells located on said property and leases, environmental and pollution clean up, and to restore any surface location, in compliance with the rules and regulations effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

Executed and effective, this 15th day of December, 1997.

ASSIGNOR:

MILLMAN-PURYEAR INTERESTS

By: Frank E. Puryear, Jr. G.P.
Frank E. Puryear, Jr.
General Partner

ASSIGNEE:

By:
Frank E. Puryear

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank E. Puryear, Jr., known to me to be the person and General Partner whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Millman-Puryear Interests, and that he executed the same as the act of such General Parnership for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15th day of December, 1997.

JUDY E. MEADOR
MY COMMISSION EXPIRES
October 21, 1998

Judy E. Meador
Notary Public in and for the State of Texas
My Commission expires: 10/21/98

STATE OF TEXAS

COUNTY OF Hall

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank E. Puryear, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of December, 1997.

Judy E. Meador
Notary Public in and for the State of Texas
My Commission expires: 10/21/98

JUDY E. MEADOR
MY COMMISSION EXPIRES
October 21, 1998

(ULP815)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 53168
PRODUCING PROPERTY NAME- YOSI CATTLE 40-35

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	
2325	36020-00	USA #W-54471	ANGELO J. LIBERATORE	9/01/76			
				T-28N	R-112W		
				SEC 35:	E/2 SE, SW SE		(ABOVE 9,300') (BELOW 9,300')
2325	36020-01	U.S.A. #W-54471	ANGLO J. LIBERATORE	9/01/76			
				T-28N	R-112W		
				SEC 35:	E/2 SE, SW SE (SURF TO 9300')		

118

37/43

STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-141881)

This instrument affects only the oil and gas lease (the "Subject Lease") described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands (the "Subject Lands") described on Exhibit "A", which lands are located in Sublette County, Wyoming, said lease and lands being hereinafter referred to as the "Subject Lease and Lands". This instrument is made and entered as of November 30, 1998 among the following parties, hereinafter collectively referred to as "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
With an address of
150 West Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

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

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

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

Edward M. Warner
an individual
With an address of
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

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

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

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

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

287185
RECORDED Nov 1 2001 11:40 AM
IN BOOK 120 046 PAGE 212
FEES $ 67.60 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Victor L. McMurry
3405 East Piro
Cheyenne, WY 82609 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
3877 Creston Drive
Loveland, CO 80537-3507 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
468 N. Six Mile Road
Casper, WY 82604 ("Mortimer")

McMurry Limited Partnership
204 W. 15th Street
Casper, WY 82601 ("McMurry LP")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

Annita Ealum
1917 Eastbrook Ave.
Casper, WY 82601 ("Ealum")

Judy Lund, formerly known as
Judy Bannon
3935 Dorset Court
Casper, WY 82609-2419 ("Lund")

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

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

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

WRW Energy Co.
a General Partnership
P.O. Box 1881
Cheyenne, WY 82023 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226 ("MCNIC")

RECITALS

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

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

containing 2,560.00 acres more or less ,

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

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

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

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

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

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

Township 28 North, Range 109 West, 6th P.M.
Section 25: NW/4, SE/4

containing 320.00 acres more or less.

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

U.S.A. Oil and Gas Lease WYW-141881 insofar only as it covers,
Township 28 North, Range 109 West, 6th P.M.
Section 24: All
Section 25: NE/4, SW/4

containing 960.00 acres more or less.

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

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

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

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

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

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

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

11. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at page 476 of the records of Sublette County, Wyoming, CoEnergy Rockies, Inc., conveyed the following overriding royalty interests in the Subject Oil and Gas Lease, insofar only as it covers the McMurry *et al* Lands, said assignment being hereinafter referred to as the "Crouch Overriding Royalty Assignment":

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

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

12. By an Unrecorded Assignment of Overriding Royalty Interest dated effective as of November 30, 1998, McMurry has conveyed the following overriding royalty interests in the Subject Oil and Gas Lease:

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

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

13. By three separate Unrecorded Assignments of Overriding Royalty Interest each dated to be effective November 30, 1998, Fort Collins, McMurry and Neil A. McMurry have conveyed the following overriding royalty interests in the Subject Lease, insofar only as it covers the SOCO Lands, to Edward M. Warner as Trustee of the Edward M. Warner Trust under Trust Agreement dated August 2, 1993:

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

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

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

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

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, it is hereby stipulated and agreed as follows:

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

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

McMurry	49.50% of 2.5%	(*i.e.*, 1.23750%),
Nerd	24.75% of 2.5%	(*i.e.*, 0.61875%),
Fort Collins	23.75% of 2.5%	(*i.e.*, 0.59375%) and
Warner	2.00% of 2.5%	(*i.e.*, 0.05000%).

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

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

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

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

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

5. The Assignment of Overriding Royalty described in paragraph 6 of the Recitals shall be deemed to have been delivered after the Nerd Assignment and shall be deemed to have conveyed an undivided 0.061875% overriding royalty interest in the Subject Lease and Lands to Mick McMurry, who is also known as Neil A. McMurry. This Assignment shall be deemed to have conveyed all of Nerd's remaining overriding royalty interest in the Subject Lease as to the SOCO Lands and to have reduced the net revenue interest attributable to Nerd's then remaining 12.375% working interest in the McMurry *et al* Lands from a proportionate share of 80.5% to a proportionate share of 80.0%.

6. The Assignment of Overriding Royalty described in Recital 9 shall be deemed to have reduced the net revenue interest attributable to the 36.125% working interest in the

McMurry *et al* Lands then owned by Fort Collins from a proportionate share of 80.5% to a proportionate share of 74.5%.

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

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

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

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

8. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 11 shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC and its successors and assigns, including without limitation, those set forth in paragraph 16 below. The Crouch overrides are proportionately reduced to the working interest acquired by CoEnergy pursuant to the CoEnergy Assignment.

9. The Assignment of Overriding Royalty described in Recital 12 shall be deemed to be effective as of November 30, 1998 immediately prior to the Assignment of Overriding Royalty described in Recital 13.

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

11. The overriding royalty interests of the Overriding Royalty Interest Owners in the Subject Lease, insofar as it covers the McMurry *et al* Lands, shall be borne out of the working interests of the Working Interest Owners in said lease and lands in the manner indicated in the footnotes of Part II of Exhibit "B" attached hereto, said part being hereby incorporated herein.

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

13. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands, including without limitation the overriding

royalties, as set forth herein. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

14. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Lease and Lands.

15. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16. ~~MCNIC Oil & Gas Company,~~*a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation. *MCN Oil & Gas Company, Formerly Named MCNIC Oil & Gas Company

17. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

ATTEST:
Name: Marie M. Schwartz
Title: Manager of Contract Admin.
Date: 10/1/07

MCNIC OIL & GAS PROPERTIES, INC.
By: _____
Name: Richard L. Redmond, Jr.
Title: Attorney In Fact
Date: 10/1/07

ATTEST:
_____
Name:
Title:
Date:

McMURRY OIL COMPANY
By: _____
JOHN W. MARTIN, President
Date: 4-28-00

ATTEST:
_____
Name:
Title:
Date:

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation
_____
WILLIAM R. WEEKS, Executive Vice-President
Date: 4-28-00

ATTEST:
_____
Name:
Title:
Date:

NERD ENTERPRISES, INC.,
a Wyoming corporation
_____
MICK McMURRY, President
Date: 4-28-00

royalties, as set forth herein. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

14. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Lease and Lands.

15. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

17. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

ATTEST:

_____
Name: _____
Title: _____
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.

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

ATTEST:

_____
Name: _____
Title: _____
Date: _____

McMURRY OIL COMPANY

By: _____
JOHN W. MARTIN, President
Date: 4-28-00

ATTEST:

_____
Name: _____
Title: _____
Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
WILLIAM R. WEEKS, Executive Vice-President
Date: 4-28-00

ATTEST:

_____
Name: _____
Title: _____
Date: _____

NERD ENTERPRISES, INC.,
a Wyoming corporation

_____
MICK McMURRY, President
Date: 4-28-00

USA Oil + Gas
Lease 141881
Effective 11-30-98

EDWARD M. WARNER, an Individual
Date: 7/11/00

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 4-28-00

NEIL A. McMURRY, a/k/a MICK McMurry
Date: 4-28-00

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By: _____
JOHN W. MARTIN, Attorney-in-Fact
Date: 4-28-00

CASEY OSBORN
Date:

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date: 7/11/00

MARSHALL C. CROUCH III
Date: 07-25-01

JANE R. CROUCH
Date: 7-25-01

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date: 4-28-00

EDWARD M. WARNER, an Individual
Date: 7/11/00

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 4-28-00

NEIL A. McMURRY, a/k/a MICK McMurry
Date: 4-28-00

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By: _____
JOHN W. MARTIN, Attorney-in-Fact
Date: 4-28-00

_____
CASEY OSBORN
Date: _____

_____
EDWARD M. WARNER, Individually and as
Trustee of the Edward M. Warner Revocable Trust
under t/a/d August 2, 1993
Date: 7/11/00

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

WRW ENERGY CO.
a General Partnership

_____
By: WILLIAM R. WEEKS, General Partner
Date: 4-28-00

EDWARD M. WARNER, an Individual
Date: 7/11/00

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 4-28-00

NEIL A. McMURRY, a/k/a MICK McMurry
Date: 4-28-00

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP
ANNITA EALUM
JUDY LUND, formerly known as Judy Bannon

By: _____
JOHN W. MARTIN, Attorney-in-Fact
Date: 4-28-00

CASEY OSBORN
Date: 1-25-01

EDWARD M. WARNER, Individually and as
Trustee of the Edward M. Warner Revocable Trust
under t/a/d August 2, 1993
Date: 7/11/00

MARSHALL C. CROUCH III
Date: _____

JANE R. CROUCH
Date: _____

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date: 4-28-00

Dianne E Greene
DIANNE E. GREENE
Date: 12/28/00

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

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

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

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

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 4-28-00

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of **MCNIC Oil & Gas Properties, Inc.**, a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

DIANNE E. GREENE
Date: _____

ATTEST:
Name: Marie M. Schwartz
Title: Manager of Contract Admin.
Date: 10/1/07

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

By: _____
Name: Richard L. Redmond, Jr.
Title: Attorney In Fact
Date: 10/1/07

RATIFYING PARTIES

MCN OIL & GAS COMPANY, Formerly Named
MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:
Name: Marie M. Schwartz
Title: Manager of Contract Admin.
Date: 10/1/07

By: _____
Name: Richard L. Redmond, Jr.
Title: President
Date: 10/1/07

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 4-28-00

STATE OF MICHIGAN)
)§
COUNTY OF GRAND TRAVERSE)

*Attorney In Fact

The foregoing instrument was acknowledged before me by Richard L. Redmond, Jr., as ~~President~~ of **MCNIC Oil & Gas Properties, Inc.**, a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this 25 day of October, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 30, 2001

_____
Notary Public / Marie M. Schwartz
Address: 1501 Cass Street, Suite B
Traverse City, MI 49684

DIANNE E. GREENE
Date: _____

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

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

RATIFYING PARTIES

MCNIC OIL & GAS COMPANY
a Michigan corporation

ATTEST:

_____
Name: _____
Title: _____
Date: _____

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

ATTEST:

_____
Name: _____
Title: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 4-28-00

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of **MCNIC Oil & Gas Properties, Inc.**, a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

227

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, as President of **McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation, this 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11/30/2002

My Commission Expires 11/30/2002

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

STATE OF Colorado)
)§
COUNTY OF City and Denver)

The foregoing instrument was acknowledged before me by **William R. Weeks**, as Executive Vice-President of **Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
April 18, 2001

Notary Public
Address: 1775 Sherman St #1400
Denver, Co 80203

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Mick McMurry**, as President of **Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of the corporation, this 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires

My Commission Expires:
6 April 2003

Notary Public
Address: P.O. Box 3003
Casper, WY 82602

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **Edward M. Warner**, an individual and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 this 11th day of July, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5-16-01

Notary Public
Address: 3701 7th Street, Ste. 3050
Denver, CO 80202

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, this 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

My Commission Expires 11/30/2002

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

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6 April 2003

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

Notary Public
Address: P.O. Box 3003
Casper, WY 82602

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin as Attorney-in-Fact** for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, Annita Ealum, and Judy Lund, formerly known as on Judy Bannon, this 27th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

My Commission Expires 11/30/2002

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

STATE OF Wyoming)
)§
COUNTY OF Sheridan)

The ~~fore~~going instrument was acknowledged before me by **Casey Osborn,** this 25 day of January, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6-28-2003

BRENDA TORRENS
Notary Public
Sheridan County, WY
My Commiss on Expires
June 28 200[illegible]

Brenda Torrens
Notary Public
Address: Sheridan Wyoming

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III,** this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
City and)§
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 28th day of April, 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

William E Mayo
Notary Public
Address: 1775 Sherman St #1400
Denver, Co 80203

STATE OF Colo)
)§
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this 25 day of July, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-26-2002

Meredith Bezdek
Notary Public
Address: 143 Union Blvd.
Lakewood Co. 80228

STATE OF Colo)
)§
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this 25 day of July, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-26-2002

Meredith Bezdek
Notary Public
Address: 143 Union Blvd.
Lakewood Co 80228

MEREDITH BEZDEK NOTARY PUBLIC STATE OF COLORADO

STATE OF Colo)
)§
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this 25 day of July, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-26-2002

Meredith Bezdek
Notary Public
Address: 143 Union Blvd.
Lakewood Co. 80228

MEREDITH BEZDEK NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
City and)§
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 28th day of April, 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

William E. Mayo
Notary Public
Address: 1775 Sherman St #1400
Denver, Co 80203

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
City and)§
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 28th day of April, 2000

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

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

STATE OF South Carolina)
)§
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this 28th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: NOTARY PUBLIC FOR SOUTH CAROLINA My commission expires April 12, 2009

Pamela R. Studenmeier
Notary Public
Address: 205 St. James Ave
Goose Creek SC 29445

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of **MCNIC Oil & Gas Company**, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. BARNES, as ATTORNEY-IN-FACT of **Williams Production Rocky Mountain Company** a Delaware corporation, on behalf of the corporation, this 30 day of NOVEMBER, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 10-10-01

Shirley L. Davis
Notary Public
Address: One Williams Center
Tulsa, Oklahoma

STATE OF Colorado)
City and)§
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 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Karen E. Mayo
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF MICHIGAN)
)§
COUNTY OF GRAND TRAVERSE)

*MCN OIL & GAS COMPANY, Formerly Named MCNIC OIL & GAS COMPANY

The foregoing instrument was acknowledged before me by Richard L. Redmond, Jr., as President of ~~MCNIC Oil & Gas Company~~*, a Michigan corporation, on behalf of the corporation, this 15 day of October, ~~2000~~ 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 12-30-2001

Notary Public / Marie M. Schwartz
Address: 1501 Cass Street, Suite B
Traverse City, MI 49684

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of **Williams Production Rocky Mountain Company** a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
City and)§
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 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001

Notary Public
Address: 1775 Sherman #1400
Denver, Co 80203

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____ _____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of **MCNIC Oil & Gas Company**, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____ _____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of **Williams Production Rocky Mountain Company** a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____ _____
Notary Public
Address: _____
_____

STATE OF Colorado)
City and)§
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 28th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 18, 2001 Warren E Mayr
Notary Public
Address: 1775 Sherman #1400
Denver, CO 80203

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

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-141881

Working Interest Owner

As to all Horizons in and under All of Section 24 and the NE/4 and SW/4 of Section 25 all in Township 28 North, Range 109 West, 6th P.M.

	WI (%)	NRI (%)
MCNIC	33.333	25.670815
McMurry	33.000	26.400000
Fort Collins	24.084	17.280325
Nerd	8.250	6.600000
Warner	1.333	1.073065
Total working interest	100.000	77.024205

The Rest of the Page Is Intentionally Left Blank

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

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-141881

Overriding Royalty Interest Owners	As to all Horizons in and under All of Section 24 and the NE/4 and SW/4 of Section 25 all in Township 28 North, Range 109 West, 6th P.M.	
	Subtotal (%)	Total (%)
John W. Martin	0.320888[1] 0.247500[2]	0.568388
Neil A. McMurry a/k/a Mick McMurry	0.322086[1] 0.061875[3]	0.383961
Joseph J. Scott		0.236829[1]
James W. Curry		0.236829[1]
Doris McMurry		0.108941[1]
Victor L. McMurry		0.085258[1]
Susan Anne Samuelson		0.085258[1]
Carol J. McMurry		0.085258[1]
Gayle L. Kinnison		0.085258[1]
Gary R. Wenzel		0.085258[1]
Kelly Sue Mortimer		0.085258[1]
McMurry Limited Partnership		0.085258[1]
Casey Osborn		0.059207[1]
Annita Ealum		0.059207[1]
Judy Lund, f/k/a Judy Bannon		0.059207[1]
Edward M. Warner		0.003335[4]
Marshall C. Crouch III		0.166665[4]
Jane R. Crouch		0.166665[4]
WRW Energy Co.		1.806250[5]
Dianne E. Greene		0.361250[5]
MCNIC		0.662255[6]
Total Overriding Royalty		5.475795
Total ORI and Working Interest NRI (excluding 5% overriding royalty interest reserved by Kenneth K. Farmer in assignment described in Recital No.2)		82.500000

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

EXHIBIT "C"
Overriding Royalty Interest Ownership - SOCO Lands

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-141881

Overriding Royalty Interest Owners	All Horizons in and under the NW/4 and SE/4 of Section 25 in Township 28 North, Range 109 West, 6th P.M.	
	Overriding Royalty Interests (%)	
	Subtotal	Total
John W. Martin		0.503586
Neil A. McMurry a/k/a Mick McMurry	0.061875 0.285365 (0.063138)	0.284102
Joseph J. Scott		0.209827
James W. Curry		0.209827
Doris McMurry		0.096521
Victor L. McMurry		0.075538
Susan Anne Samuelson		0.075538
Carol J. McMurry		0.075538
Gayle L. Kinnison		0.075538
Gary R. Wenzel		0.075538
Kelly Sue Mortimer		0.075538
McMurry Limited Partnership		0.075538
Casey Osborn		0.052457
Annita Ealum		0.052457
Judy Lund, f/k/a Judy Bannon		0.052457
Edward M. Warner		0.010000
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Agreement dated August 2, 1993		0.500000
Total Overriding Royalty Interest (excludes 5% overriding royalty interest reserved by Kenneth K. Farmer in assignment described in Recital No. 2)		2.500000

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING, COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning U.S.A. Oil and Gas Lease WYW-141881

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recording Page
WYW-141881	USA	Kenneth K. Farmer	1/1/93	Township 28 North, Range 109 West, 6th P.M. Section 24: All Section 25: All	92 O&G	407

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STIPULATION OF INTERESTS
(U.S.A. Oil and Gas Lease WYW-122309)

This instrument affects only the oil and gas lease (the "Subject Lease") described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands (the "Subject Lands") described on Exhibit "A", which lands are located in Sublette County, Wyoming, said lease and lands being hereinafter referred to as the "Subject Lease and Lands". This instrument is made and effective as of November 30, 1998 among the following parties, hereinafter collectively referred to as "Working Interest Owners":

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation
With an address of
150 West Jefferson Avenue, Suite 1900
Detroit, MI 48226 ("MCNIC")

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

Fort Collins Consolidated Royalties, Inc.
a Colorado corporation
With an address of
P.O. Box 1363
Cheyenne, WY 82003 ("Fort Collins")

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

Edward M. Warner
an individual
With an address of
1401-17th Street, Suite 1430
Denver, CO 80202 ("Warner")

and the following parties hereinafter collectively referred to as "Overriding Royalty Interest Owners":

John W. Martin
1811 Miracle Drive
Casper, WY 82609 ("Martin")

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

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

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

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

287186
RECORDED Nov 1 20 01 11:40 AM
IN BOOK 120 016 PAGE 240
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Victor L. McMurry
3405 East Piro
Cheyenne, WY 82609 ("Victor")

Susan Anne Samuelson
1117 Hereford Ranch Road
Cheyenne, WY 82007 ("Samuelson")

Carol J. McMurry
3877 Creston Drive
Loveland, CO 80537-3507 ("Carol")

Gayle L. Kinnison
P.O. Box 1433
Pinedale, WY 82941 ("Kinnison")

Gary R. Wenzel
P.O. Box 67
36 Long Trail
Douglas, WY 82633 ("Wenzel")

Kelly Sue Mortimer
468 N. Six Mile Road
Casper, WY 82604 ("Mortimer")

McMurry Limited Partnership
204 W. 15th Street
Casper, WY 82601 ("McMurry LP")

Casey Osborn
P.O. Box 464
Big Piney, WY 83113 ("Osborn")

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

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

Marshall C. Crouch III
123 S. Indiana Way
Golden, CO 80401-5090 ("M. Crouch")

Jane R. Crouch
123 S. Indiana Way
Golden, CO 80401-5090 ("J. Crouch")

WRW Energy Co.
a General Partnership
P.O. Box 1881
Cheyenne, WY 82023 ("WRW")

Dianne E. Greene
5905 Green Meadows Drive
Cheyenne, WY 82001 ("Greene")

MCNIC Oil & Gas Properties, Inc.
a Michigan corporation with an address of
150 W. Jefferson Ave., Suite 1900
Detroit, MI 48226 ("MCNIC")

RECITALS

1. USA Oil and Gas Lease WYW-122309 issued effective November 1, 1990 to Standard Energy Corporation (60%) and Yellow Ribbon, Inc. (40%) covering the following described lands located in Sublette County, Wyoming:

Township 28 North, Range 108 West, 6th P.M.
Section 32: All
containing 640.00 acres more or less ,

said lease being recorded in the records of Sublette County, Wyoming, April 20, 1999 in Book 111 of Oil and Gas at page 73.

2. By Assignment of Record Title dated September 30, 1993, Yellow Ribbon, Inc. and Standard Energy conveyed all of their working interest in the Subject Lease and Lands to Washington Energy Exploration, Inc. The assignment reserved a 2% of 8/8ths overriding royalty interest unto the Assignor.

3. By Assignment of Record Title dated October 20, 1993 and recorded in the records of Sublette County, Wyoming on December 1, 1993 in Book 95 of Oil and Gas at page 585, Washington Energy Exploration, Inc., conveyed all of its working interest in the Subject Lease and Lands to the following assignees in the undivided percentage interests set forth below:

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

The Assignment reserved no overriding royalty interest but was made subject to previously reserved or conveyed overriding royalty interests totaling 2% of 8/8ths.

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

Township 28 North, Range 108 West, 6th P.M.
Section 32: NW/4, SE/4
containing 320.00 acres more or less.

5. By Conveyance, Assignment and Bill of Sale dated February 17, 1995 but effective January 1, 1995 and recorded March 9, 1995 in Book 101 of Oil and Gas at page 160 in the records of Sublette County, Wyoming Nerd conveyed an undivided 50% of its right title and interest in and to the Subject Lease and Lands to Fort Collins, said Conveyance, Assignment and Bill of Sale being hereinafter referred to as the "Nerd Assignment".

6. The Nerd Assignment conveyed an undivided 12.375% Working Interest in the subject lease as to that portion of the subject lands described below and being hereinafter referred to as the "McMurry et al Lands";

Township 28 North, Range 108 West, 6th P.M.
Section 32: NE/4, SW/4
containing 320.00 acres more or less.

7. By Assignment of Overriding Royalty Interest dated effective February 14, 1995 to be effective February 10, 1995 Nerd conveyed a 0.433125% overriding royalty interest in the Subject Lease and Lands to Mick McMurry. The Assignment was recorded March 14, 1996 in Book 103 of Oil and Gas at page 120 of the records of Sublette County, Wyoming. The Assignee, Mick McMurry is also known as Neil A. McMurry. It was the intention of Nerd to convey a .433125% of 8/8ths overriding royalty interest instead of a .0433125% overriding royalty.

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

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

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

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

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, McMurry, Nerd, Fort Collins, and Warner each conveyed an undivided 33.333% of their respective working interests in the Subject Lease insofar only as it covers the McMurry *et al* Lands to CoEnergy Rockies, Inc., a Michigan corporation the name of which was subsequently changed to MCNIC Oil & Gas Properties, Inc. The Conveyance, Assignment and Bill of Sale was recorded April 30, 1996 in Book 103 of Oil and Gas at page 309 of the records of Sublette County, Wyoming. The conveyance provided that to the extent the net revenue interest attributable to the leasehold working interest conveyed by each Assignor was greater than a proportionate share of 80%, such Assignor reserved an overriding royalty interest sufficient to reduce the net revenue interest attributable to the working interest conveyed to a proportionate share of 80%. Similarly, to the extent that the net revenue interest attributable to the working interest conveyed by any Assignor was less than a proportionate share of 80%, such Assignor conveyed out of its retained working interest an overriding royalty interest sufficient to increase the net revenue interest attributable to the working interest conveyed to a proportionate share of 80%.

12. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at page 476 of the records of Sublette County, Wyoming, CoEnergy Rockies, Inc., conveyed the following overriding royalty interests in the Subject Oil and Gas Lease, insofar only as it covers the McMurry *et al* Lands, said assignment being hereinafter referred to as the "Crouch Overriding Royalty Assignment":

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

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

13. By an Unrecorded Assignment of Overriding Royalty Interest effective as of November 30, 1998, McMurry has conveyed the following overriding royalty interests in the Subject Oil and Gas Lease:

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

Kelly Sue Mortimer 44 Marigold Casper, WY 82604 ("Mortimer")	**.0900%**	**.0900%**
McMurry Limited Partnership 204 W. 15th St. Casper, WY 82601 ("McMurry LP")	**.0900%**	**.0900%**
Casey Osborn P.O. Box 464 Big Piney, WY 83113 ("Osborn")	**.0625%**	**.0625%**
TOTAL	3.7325%	3.479949%

14. By three separate Unrecorded Assignments of Overriding Royalty Interest, each dated to be effective November 30, 1998, Fort Collins, McMurry and Neil A. McMurry have conveyed the following overriding royalty interests in the Subject Lease, insofar only as it covers the SOCO Lands, to Edward M. Warner as Trustee of the Edward M. Warner Trust under Trust Agreement dated August 2, 1993:

Assignor	Overriding Royalty Conveyed to Warner Trustee
Fort Collins	0.184311%
McMurry	0.252551%
Neil A. McMurry a/k/a Mick McMurry	0.063138%
Total	0.500000%

15. The Assignment of Overriding Royalty from Fort Collins to Edward M. Warner as Trustee described above was dated May 29, 2000 and also conveyed the following Overriding Royalty Interests in the subject oil and gas lease insofar only as it covers the SOCO Lands:

Assignee	**Overriding Royalty Conveyed**
WRW Energy Co.	0.900053% of 8/8ths
Dianne E. Greene	0.180011% of 8/8ths

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

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

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

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, it is hereby stipulated and agreed as follows:

1. The operating rights from the surface to all depths in the Subject Lease, insofar only as it covers the SOCO Lands, were conveyed to Snyder Oil Corporation by virtue of the SOCO Assignment.

2. The reservation of 7.5% overriding royalty interest in the SOCO Assignment shall be deemed to have reserved a 5.5% overriding royalty interest in the Subject Lease, insofar as it covers the SOCO Lands, in addition to the 2% overriding royalty previously reserved by Yellow

Ribbon, Inc. and Standard Energy Corp. The additional 5.5% overriding royalty shall be deemed to have been reserved by the Assignors in the SOCO Assignment as follows:

McMurry	49.5% of 5.5%	(*i.e.*, 2.7225%),
Nerd	24.75% of 5.5%	(*i.e.*, 1.36125%),
Fort Collins	23.75% of 5.5%	(*i.e.*, 1.30625%) and
Warner	2.0% of 5.5%	(*i.e.*, .10100%).

3. In lieu of the Assignments of Overriding Royalty described in Recitals 8 and 9, immediately following the SOCO Assignment, Nerd, Fort Collins and Warner shall be deemed to have conveyed to McMurry the following overriding royalty interests in the Subject Lease as to both the SOCO Lands and the McMurry *et al* Lands:

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

All of the **1.01%** overriding royalty conveyed to McMurry was subsequently conveyed by McMurry in the assignments described in paragraph 13 of the Recitals.

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

Lands Affected by Nerd Assignment	Interest Conveyed to Fort Collins
MOC et al Lands	12.375% WI
SOCO Lands	0.433125% ORI

5. The Assignment of Overriding Royalty described in paragraph 7 of the Recitals shall be deemed to have been delivered after the Nerd Assignment and shall be deemed to have conveyed an undivided 0.433125% overriding royalty interest in the Subject Lease and Lands to Mick McMurry, who is also known as Neil A. McMurry. This Assignment shall be deemed to have conveyed all of Nerd's remaining overriding royalty interest in the Subject Lease as to the SOCO Lands and to have reduced the net revenue interest attributable to Nerd's then remaining 12.375% working interest in the McMurry *et al* Lands from a proportionate share of 83.5% to a proportionate share of 80.0%.

6. The Assignment of Overriding Royalty described in Recital 10 shall be deemed to have reduced the net revenue interest attributable to the 36.125% working interest in the McMurry *et al* Lands then owned by Fort Collins from a proportionate share of 83.5% to a proportionate share of 77.5%.

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

Assignor	Working Interest Conveyed to CoEnergy	Overriding Royalty Reserved out of WI Conveyed	Overriding Royalty Conveyed to CoEnergy out of Retained Working Interest
McMurry	16.5%	5.5% of 16.5% *(i.e., 0.9075%)*[1]	None
Fort Collins	12.041%	None	2.5% of 12.041% (*i.e.*, 0.301025%)[2]

Nerd	4.125%	None	None
Warner	0.667%	3.5% of 0.667% (*i.e.*, 0.023345%)	None.

1. All of the overriding royalty reserved by McMurry in the CoEnergy Assignment was subsequently conveyed by the assignment covering the McMurry *et al* Lands described in Recital 13. Except as otherwise indicated on Part II of Exhibit B with respect to the overriding of John W. Martin, the overriding royalty interests conveyed by McMurry in the McMurry *et al* Lands as described in Recital 13 are borne proportionately by all working interest owners.

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

8. The overriding royalty interests of Marshall and Jane Crouch created by the assignment described in Recital 11 shall be borne solely out of the working interest in the Subject Lease and Lands of MCNIC and its successors and assigns, including without limitation, those set forth in paragraph 16 below. The Crouch overrides are proportionately reduced to the working interest acquired by CoEnergy pursuant to the CoEnergy Assignment.

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

10. The Assignments of Overriding Royalty described in Recital 13 shall be deemed effective as of November 30, 1998, immediately prior to the Assignments of Overriding Royalty described in Recitals 14 and 15, which shall also be deemed effective as of November 30, 1998.

11. The Overriding Royalty Interest ("ORI") of the Overriding Royalty Interest Owners in the subject lease, insofar as it covers the McMurry et al Lands as to all depths, are as shown on Part II of Exhibit "B," said part being hereby incorporated herein.

12. The Working Interest Owners acknowledge that they have no working interest in the Subject Lease insofar as it covers the SOCO Lands, said working interest having been previously conveyed to Snyder Oil Corporation, its successors and assigns, in the SOCO Assignment. The 5.5% overriding royalty interest received in said lease as to the SOCO Lands by virtue of the SOCO Assignment is owned by the Overriding Royalty Interest Owners in the manner set forth on Exhibit "C" attached hereto, which exhibit is hereby incorporated herein.

13. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands, including without limitation the overriding royalties, as set forth herein. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Leases and Lands in a manner consistent with this stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

14. Except as otherwise specifically provided herein, nothing in this instrument shall be construed as modifying or extinguishing any agreement, covenant, production payment or dedication affecting the interest of any party hereto in the Subject Leases and Lands.

15. This instrument may be executed in multiple counterparts, shall be effective when each of the parties hereto executes this instrument or an identical counterpart hereof, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16. ~~MCNIC Oil & Gas Company,~~*a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

*MCN Oil & Gas Company, Formerly Named MCNIC Oil & Gas Company

17. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

~~ATTEST:~~

By: _____

Name: Marie M. Schwartz

Name: Richard L. Redmond, Jr.

Title: Manager of Contract Admin.

Title: Attorney In Fact

Date: 10/1/01

Date: 10/1/01

McMURRY OIL COMPANY

ATTEST:

By: _____

ROGER BIEMANS, President

Name: _____

Date: 12/20/00

Title: _____

Date: _____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____

ROGER BIEMANS, President

Name: _____

Date: 12/20/00

Title: _____

Date: _____

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____

ROGER BIEMANS, President

Name: _____

Date: 12/20/00

Title: _____

Date: _____

_____

EDWARD M. WARNER, an Individual

Date: 12/20/00

16. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

17. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

MCNIC OIL & GAS PROPERTIES, INC.

ATTEST:

_____
Name:_____
Title:_____
Date:_____

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

McMURRY OIL COMPANY

ATTEST:

_____
Name:_____
Title:_____
Date:_____

By:_____
ROGER BIEMANS, President
Date: 08/06/30

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
ROGER BIEMANS, President
Date: 08/06/30

NERD ENTERPRISES, INC., a Wyoming corporation

ATTEST:

_____
Name:_____
Title:_____
Date:_____

_____
ROGER BIEMANS, President
Date: 08/06/30

_____
EDWARD M. WARNER, an Individual
Date:_____

16. MCNIC Oil & Gas Company, a Michigan corporation, and Williams Production Rocky Mountain Company, a Delaware corporation formerly known as Rockies Acquisition Properties, Inc., said companies being respectively the immediate and remote successors in interest to MCNIC with respect to the Subject Lease and Lands, hereby ratify, adopt and agree to be bound by the foregoing stipulation.

17. Weeks Oil Properties, LLC, a Colorado limited liability company and the successor with respect to the interest in the Subject Lease and Lands owned by WRW Energy Co., hereby ratifies, adopts and agrees to be bound by the foregoing stipulation.

IN WITNESS WHEREOF this instrument is dated as of the day and year first above written.

WORKING INTEREST OWNERS

ATTEST:

_____
Name:_____
Title:_____
Date:_____

MCNIC OIL & GAS PROPERTIES, INC.

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

ATTEST:

_____
Name:_____
Title:_____
Date:_____

McMURRY OIL COMPANY

By:_____
ROGER BIEMANS, President
Date: 12/20/00

ATTEST:

_____
Name:_____
Title:_____
Date:_____

FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation

_____
ROGER BIEMANS, President
Date: 12/20/00

ATTEST:

_____
Name:_____
Title:_____
Date:_____

NERD ENTERPRISES, INC., a Wyoming corporation

_____
ROGER BIEMANS, President
Date: 12/20/00

_____
EDWARD M. WARNER, an Individual
Date: 12/20/00

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date:

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

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

NEIL A. McMURRY, a/k/a MICK McMurry
Date: 12-20-00

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By: _____
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

_____
CASEY OSBORN
Date: _____

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

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

WRW ENERGY CO.
a General Partnership

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

_____
DIANNE E. GREENE
Date: _____

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date:

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date: 12/20/00

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date: 1-24-01

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

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date:

EDWARD M. WARNER, Individually and as Trustee of the Edward M. Warner Revocable Trust under t/a/d August 2, 1993
Date: 12/20/00

MARSHALL C. CROUCH III
Date: 07-25-01

JANE R. CROUCH
Date: 7-25-01

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date:

OVERRIDING ROYALTY INTEREST OWNERS

RECEIVED
FEB 07 2001
BY:

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date:

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

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date: 2/6/01

DIANNE E. GREENE
Date:

OVERRIDING ROYALTY INTEREST OWNERS

JOHN W. MARTIN
Date: 12-11-00

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

JOSEPH J. SCOTT
JAMES W. CURRY
DORIS McMURRY
VICTOR L. McMURRY
SUSAN ANNE SAMUELSON
CAROL J. McMURRY
GAYLE L. KINNISON
GARY R. WENZEL
KELLY SUE MORTIMER
McMURRY LIMITED PARTNERSHIP

By:
JOHN W. MARTIN, Attorney-in-Fact
Date: 12-11-00

CASEY OSBORN
Date:

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

MARSHALL C. CROUCH III
Date:

JANE R. CROUCH
Date:

WRW ENERGY CO.
a General Partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE E. GREENE
Date: 12/28/00

ATTEST:

Name: Marie M. Schwartz
Title: Manager of Contract Admin.
Date: 10/1/01

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

By:
Name: Richard L. Redmond, Jr.
Title: Attorney In Fact
Date: 10/1/01

RATIFYING PARTIES

ATTEST:

Name: Marie M. Schwartz
Title: Manager of Contract Admin.
Date: 10/1/01

MCN OIL & GAS COMPANY, Formerly Named
MCNIC OIL & GAS COMPANY
a Michigan corporation

By:
Name: Richard L. Redmond, Jr.
Title: President
Date: 10/1/01

ATTEST:

Name:
Title:
Date:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By:
WILLIAM R. WEEKS, Manager
Date:

STATE OF MICHIGAN)
GRAND)§
COUNTY OF TRAVERSE)

*Attorney In Fact

The foregoing instrument was acknowledged before me by Richard L. Redmond, Jr., as ~~President~~* of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this 1st day of October, ~~2000.~~ 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 30, 2001

NOTARY PUBLIC

Notary Public / Marie M. Schwartz
Address: 1501 Cass Street, Suite B
Traverse City, MI 49684

[redacted] [redacted] [redacted]

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

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

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

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

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

_____
Name:_____
Title:_____
Date:_____

By:_____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

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

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

ATTEST:

MCNIC OIL & GAS PROPERTIES, INC.
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

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

RATIFYING PARTIES

ATTEST:

MCNIC OIL & GAS COMPANY
a Michigan corporation

_____
Name:_____
Title:_____
Date:_____

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

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

_____
Name:_____
Title:_____
Date:_____

By: _____
Name: J. D. Barnes
Title: Attorney-in-Fact
Date: November 30, 2000

WEEKS OIL PROPERTIES, LLC, a Colorado limited liability company

By: _____
WILLIAM R. WEEKS, Manager
Date: 2/6/01

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as President of MCNIC Oil & Gas Properties, Inc., a Michigan corporation, on behalf of the corporation, as both a working interest and overriding royalty interest owner this ___ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by **ROGER BIEMANS, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation, this 30th day of AUGUST, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4.3.01

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 **ROGER BIEMANS, as President of Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this 30th day of AUGUST, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4.3.01

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 **ROGER BIEMANS, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of the corporation, this 30th day of AUGUST, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4.3.01

Notary Public
Address: 370 17th ST. STE. 3050
DENVER, CO. 80202

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Edward M. Warner, an individual** and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by **ROGER BIEMANS, as President of McMurry Oil Company**, a Wyoming corporation, on behalf of the corporation, this 30th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6.13.01

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 **ROGER BIEMANS, as President of Fort Collins Consolidated Royalties, Inc.**, a Colorado corporation, on behalf of the corporation this 30th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6-13-01

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 **ROGER BIEMANS, as President of Nerd Enterprises, Inc.**, a Wyoming corporation, on behalf of the corporation, this 30th day of April, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6-13-01

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, an individual** and as both working interest and overriding royalty interest owner and in his capacity as Trustee of the Edward M. Warner Revocable Trust under Trust Agreement dated August 2, 1993 this 20th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
5-14-01

NOTARY PUBLIC

Notary Public
Address: 370 17th Street, Ste. 3050
Denver, Co 80202

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 370 Detroit St. #320

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/30/2002

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin** as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 370 Detroit St. #320
Denver, CO 80202

LYNETTE Y. JOHNSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/30/2002

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF _____)
)§

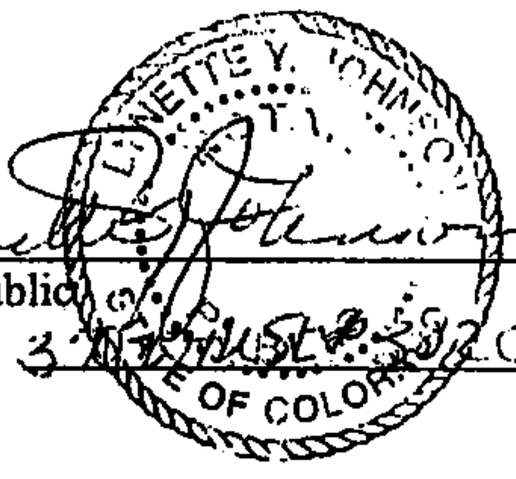
STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 3 August 8320



STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this 20th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6 April 2003

Notary Public
Address: P.O. Box 3003
Casper, WY 82602

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin** as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 510 17th St #3020
Denver CO 80202

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin**, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 3[illegible] 80220

BETTE Y. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/30/2002

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Neil A. McMurry**, also known as Mick McMurry, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

Notary Public
Address: _____

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by **John W. Martin** as Attorney-in-Fact for Joseph J. Scott, James W. Curry, Doris McMurry, Victor L. McMurry, Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison, Gary R. Wenzel, Kelly Sue Mortimer, McMurry Limited Partnership, this 11th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
11-30-2002

Notary Public
Address: 370 Uinta St #3020
Denver CO 80230

BETTE Y. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/30/2002

STATE OF Wyoming)
)§
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me by **Casey Osborn**, this 25 day of January, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6-28-2003

Notary Public
Address: Sheridan Wyoming

STATE OF Wyoming)
)§

BRENDA TORRENS
Notary Public
Sheridan County, WY
My Commission Expires
June 28, 2003

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III,** this 25 day of July ~~2000~~. 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-2[illegible] Meredith Bazdek
Notary Public
Address: 143 Union Blvd.
Lakewood Co 80228

STATE OF Colo)
)§
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by **Jane R. Crouch,** this 25 day of July ~~2000~~. 2001

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 05-2[illegible] Meredith Bazdek
Notary Public
Address: 143 Union Blvd.
Lakewood Co 80228

STATE OF COLORADO)
)§
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 10TH day of FEBRUARY ~~2000~~. 2001 pt

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: [illegible] 2004

Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER COLORADO 80203

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene,** this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF COLORADO)
)§
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 10TH day of FEBRUARY, ~~2000~~ 2001 pt.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
AUGUST 1, 2004

Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER COLORADO 80203

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Marshall C. Crouch III**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Jane R. Crouch**, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
)§
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 _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____
Notary Public
Address: _____
_____

STATE OF South Carolina)
)§
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me by **Dianne E. Greene**, this 28th day of December, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: NOTARY PUBLIC FOR SOUTH CAROLINA My commission expires April 12, 2009

Pamela R. Stoudenmire
Notary Public
Address: 205 St James ave
Goose Creek, SC 29445

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Richard L. Redmond, Jr. as President of ~~MCNIC Oil & Gas Company~~*, a Michigan corporation, on behalf of the corporation, this 25 day of October, ~~2000~~. 2001

*MCN OIL & GAS COMPANY, Formerly Named MCNIC Oil & Gas Company

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
December 30, 2001

Notary Public / Marie M. Schwartz
Address: 1501 Cass Street, Suite B
Traverse City, MI 49684

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. BARNES, as ATTORNEY-IN-FACT of **Williams Production Rocky Mountain Company** a Delaware corporation, on behalf of the corporation, this 30 day of NOVEMBER, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
10-10-01

Notary Public
Address: One Williams Center
Tulsa, Oklahoma

STATE OF COLORADO)
)§
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 6TH day of FEBRUARY, ~~2000~~. 2001 AT

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: AUGUST 1, 2004

Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER COLORADO 80203

The foregoing instrument was acknowledged before me by _____, as _____ of **MCNIC Oil & Gas Company**, a Michigan corporation, on behalf of the corporation, this _____ day of _____, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by J. D. Barnes, as ATTORNEY-IN-FACT of **Williams Production Rocky Mountain Company** a Delaware corporation, on behalf of the corporation, this 30 day of NOVEMBER, 2000.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
10-10-01

Shirley L. Davis
Notary Public
Address: One Williams Center
Tulsa, Oklahoma

STATE OF COLORADO)
)§
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 16TH day of FEBRUARY, ~~2000~~ 2001 A.D.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: AUGUST 1, 2004

Notary Public
Address: 1775 SHERMAN STREET, SUITE 1400
DENVER COLORADO 80203

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

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-122309

Working Interest Owner	As to all Horizons in and under the NE/4 and the SW/4 of Section 32 in Township 28 North, Range 108 West, 6th P.M.	
	WI (%)	NRI (%)
MCNIC	33.333	26.032045
McMurry	33.000	26.400000
Fort Collins	24.084	18.364075
Nerd	8.250	6.600000
Warner	1.333	1.113055
Total working interest	100.000	78.509175

The Rest of the Page Is Intentionally Left Blank

EXHIBIT "B" Part II
Overriding Royalty Interest Ownership

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-122309

Overriding Royalty Interest Owners	Subtotal (%)	Total (%)
John W. Martin	0.352500[1] 1.732500[2]	2.08500
Neil A. McMurry a/k/a Mick McMurry	0.340000[1] 0.433125[3]	0.773125
Joseph J. Scott		0.250000[1]
James W. Curry		0.250000[1]
Doris McMurry		0.115000[1]
Victor L. McMurry		0.090000[1]
Susan Anne Samuelson		0.090000[1]
Carol J. McMurry		0.090000[1]
Gayle L. Kinnison		0.090000[1]
Gary R. Wenzel		0.090000[1]
Kelly Sue Mortimer		0.090000[1]
McMurry Limited Partnership		0.090000[1]
Casey Osborn		0.062500[1]
Edward M. Warner		0.023345[4]
Marshall C. Crouch III		0.166665[4]
Jane R. Crouch		0.166665[4]
WRW Energy Co.		1.806250[5]
Dianne E. Greene		0.361250[5]
MCNIC		0.301025[6]
Total Overriding Royalty		6.990825
Total ORI and Working Interest NRI (excluding 2% overriding royalty interest reserved by Yellow Ribbon, Inc. and Standard Energy Corporation in assignment described in Recital No.2)		85.500000

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

EXHIBIT "C"
Overriding Royalty Interest Ownership - SOCO Lands

Attached to and made a part of that Certain Stipulation of Interests
Concerning USA Oil and Gas Lease WYW-122309

Overriding Royalty Interest Owners

	Overriding Royalty Interests (%)	
	Subtotal	Total
John W. Martin		1.832449
Neil A. McMurry a/k/a Mick McMurry	0.433125 0.340000 (0.063138)	0.709987
Joseph J. Scott		0.250000
James W. Curry		0.250000
Doris McMurry		0.115000
Victor L. McMurry		0.090000
Susan Anne Samuelson		0.090000
Carol J. McMurry		0.090000
Gayle L. Kinnison		0.090000
Gary R. Wenzel		0.090000
Kelly Sue Mortimer		0.090000
McMurry Limited Partnership		0.090000
Casey Osborn		0.062500
WRW Energy Co.		0.900053
Dianne E. Greene		0.180011
Edward M. Warner		0.070000
Edward M. Warner, Trustee of the Edward M. Warner Revocable Trust Agreement dated August 2, 1993		0.500000
Total ORI and Working Interest NRI (excluding 2% overriding royalty interest reserved by Yellow Ribbon, Inc. and Standard Energy Corporation in assignment described in Recital No.2)		5.500000

EXHIBIT "A"
PAGE 1 OF 1

STATE OF WYOMING, COUNTY OF SUBLETTE
To that certain Stipulation of Interests Concerning U.S.A. Oil and Gas Lease WYW-122309

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

274

LEASE NO.: 97-00723

PARCEL NO.: 1177

FUND: C.S.

Form Approved by the Board
and Effective March 1, 1982

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**:

Yates Petroleum Corporation

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:

320.00 S½ Section 16, Twp. 30 N., Rg. 108 W., 6th P.M.

County: Sublette Total Acres: 320.00 Advance Rental $: 320.00
($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.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of December, 1997 A.D.

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

By: Cynthia M. Lummis
Interim Director,
Office of State Lands and Investments

Yates Petroleum Corporation

LESSEE: By: Randy G. Patterson, Attorney-In-Fact

Address: 105 South Fourth Street

City: Artesia State: NM Zip: 88210

Telephone No. (505)748-1471

CERTIFICATE
Certify that this is a true and Comparable copy of the Official Record on file in the Wyoming Office of State Lands & Investments
10/24/01
DATE
Asst. Director, Office of State Lands & Investments

287279

RECORDED Nov. 6 2001 3:00 PM
IN BOOK 120 OR 6 PAGE 275
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 States 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 corresing 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 status 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, pooling, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or pool 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 consent 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 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 interstate 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 Farm Loan 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 and Farm Loan 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.

9 AM 10 06
SURFACE
AND

Lot # 1374
Fogarty Creek

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

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

THAT, Barranca Production Company, whose address is P. O. Box 1808, Corsicana, Texas 75151, (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer, assign and convey unto

Cedar Ridge Petroleum Corp.
P.O. Box 656
Baldwin City, KS 66006

(hereinafter referred to as "Assignee"), subject to the conditions hereinafter set forth, all of Assignor's right, title and interest in and to the oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof, and to all the personal property, wells, facilities, pipe lines and equipment of every kind and character located thereon or used in connection with the production of oil and gas therefrom.

For the same consideration, Assignor covenants with Assignee that there are no claims, obligations, liens or burdens upon the Assigned Premises created by Assignor other than those arising out of the terms and provisions of the Leases, but otherwise this assignment is made without warranty of title, either express or implied.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, forever in accordance with the terms hereinabove stated.

This assignment and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 18TH day of SEPTEMBER, 2001, but effective as of the 1st day of October,2001.

BARRANCA PRODUCTION COMPANY

By: _____
C. D. LaSusa
President

287308

RECORDED Nov. 7 2001 3:30PM
IN BOOK 120 of 6 PAGE 277
FEES $10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

277

Lot # 1374
Fogarty Creek

STATE OF TEXAS)(

COUNTY OF NAVARRO)(

Before me, the undersigned Notary Public in and for said County and State, on this 18th day of September 2001, personally appeared C. D. LaSusa, President, Barranca Production Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of September, 2001.

DOT BURNS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 09-22-2004

Dot Burns
Notary Public in and for
the State of Texas

[redacted] [redacted] [redacted]

Lot # 1374
Fogarty Creek

EXHIBIT "A"

Attached to and made a part hereof that certain
Assignment of Oil, Gas and Mineral Leases by Barranca Production Company, Assignor
dated effective the 1st day of October, 2001.

Well Name:	Fogarty Creek Unit Participating Areas "A" & "B"
Description:	Sections 4, 8, 9, 16, 17, 20, 21, 32, T28N-R114W La Barge (Frontier) Field, Sublette County, Wyoming
Leases:	It is the intent of Assignor to hereby assign, sell, transfer and convey unto Assignee all of its interest in the oil and gas leases covering the Fogarty Creek Unit Participating Areas "A" and "B" as described above.

[redacted]

Return to:
EnergyNet.com, Inc.
7201 I-40 West Suite 319
Amarillo, Texas 79106

281

FORM 3000-
(January 1991

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

Mass Transfer

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 Gas Company
   Street P.O. Box 3003
   City, State, ZIP Code Casper, WY 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
See Exhibit "A" attached hereto and made a part hereof					

287424

RECORDED Nov. 15 2001 10:10a.M
IN BOOK 120 O+G PAGE 281
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

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 7th day of November ,2001	Executed this 7th day of November ,2001
Name of Transferor Nerd Energy, Inc. (Please type or print)	NERD GAS COMPANY
Transferor or Attorney-in-fact Mick McMurry (Signature) Mick McMurry, President	Transferee or Attorney-in-fact Cary E. Brus (Signature) Cary E. Brus, Vice President
(Transferor's Address)	
(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 WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of November, 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- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

Notary Public

SEAL

My commission expires: 6 April 2003

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of November, 2001 by Cary E. Brus, as Vice President of Nerd Gas Company., 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

Notary Public

SEAL

My commission expires: 6 April 2003

Exhibit "A"

Attached to and made a part of that certain Transfer of Operating Rights effective October 29, 2001, by and between Nerd Energy, Inc. as Assignor and Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	SERIAL NO.	LEASE EFF. DATE	LEGAL DESCRIPTION	PERCENT OWNED			% OF OVERRIDING ROYALTY	
				OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED
	WYW-102774	1/1/89	Township 32 North, Range 111 West, 6th P.M. Section 23: N/2, SW, NESE, S/2SE Section 24: All Section 25: E/2, E/2NW ***NOTE: See comments below for limitations of assigned rights.***	20%	20%	None	None	Of Record
	WYW-121407	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 18: Lots 1-4, E/2W/2, E/2 Section 19: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.***	20%	20%	None	None	Of Record
	WYW-121408	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 20: W/2, W/2E/2 ***NOTE: See comments below for limitations of assigned rights.***	20%	20%	None	None	Of Record
	WYW-118668	1/1/90	Township 32 North, Range 110 West, 6th P.M. Section 30: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.***	20%	20%	None	None	Of Record
	WYW-131389	2/1/94	Township 32 North, Range 110 West, 6th P.M. Section 29: W/2, W/2NE ***NOTE: See comments below for limitations of assigned rights.***	20%	20%	None	None	Of Record

480

Exhibit "A"

Attached to and made a part of that certain Transfer of Operating Rights effective October 29, 2001, by and between Nerd Energy, Inc. as Assignor and Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	SERIAL NO.	LEASE EFF. DATE	LEGAL DESCRIPTION	PERCENT OWNED			% OF OVERRIDING ROYALTY	
				OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED

NOTE:

in so far and only in so far as to those depths below the base of the Fort Union formation which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

1) 7262 feet in the Cottonwood #32-3 located in the SENE of Section 33
2) 8,535 feet in the Mesa Federal #22 located in the SENW of Section 2-
3) 6,870 feet in the Billy #33-16 well, located in the NWSW of Section 1
4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the SWSW of Section 19-T30N-R110W
5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31-T31N-R109W
6) 8,686 feet in the Luman # 11-25 well, located in the NESW of Section 25-T32N-R110W

(all of the above six (6) referenced wells are located in Sublette County, Wyoming)

285

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-131919**

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 Gas Company**
   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 28 North, Range 111 West, 6th P.M. Section 23: NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4 Containing 160.00 acres, more or less Sublette County, Wyoming	50.00%	50.00%	None	None	None

287425

RECORDED Nov. 15 2001 10:10AM
IN BOOK 120 016 PAGE 286
FEES $ 10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [signature]

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 7th day of NOVEMBER ,2001

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

Assignor Mick McMurry
or (Signature) Mick McMurry, President

Attorney-in-fact
(Signature)

P.O. BOX 3003
(Assignor's Address)

CASPER, WYOMING 82602
(City) (State) (Zip Code)

Executed this 7th day of NOVEMBER ,2001

NERD GAS COMPANY

Assignee Cary E. Brus
or (Signature) Cary E. Brus, Vice President

Attorney-in-fact
(Signature)

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

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

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

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of November, 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- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

Notary Public

SEAL

My commission expires: 6 April 2003

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of November, 2001 by Cary E. Brus, as Vice President of Nerd Gas Company., 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

Notary Public

SEAL

My commission expires: 6 April 2003

289

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of November 7, 2001 at 7:00 a.m. Mountain Time (the "Effective Time"), is from Nerd Energy, Inc., a Delaware corporation, whose address is 1701 East "E" Street, Casper, Wyoming 82601 ("Assignor") to Nerd Gas Company, a Wyoming corporation, whose address is 1701 East "E" Street, Casper, Wyoming 82601 ("Assignee").

WHEREAS, Assignor is the successor by merger to Nerd Energy, Inc., a Wyoming corporation, and

WHEREAS, pursuant to a corporate reorganization, Assignor desires to quit claim all of its right, title and interest in certain oil and gas properties to its parent company, Nerd Gas Company, and Assignee desires to receive such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby quit claims to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(1) The oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein, whether described or not) and mineral interests described in Exhibit "A", whether or not such Leases are described on Exhibit A (the "Leases"), and any and all of Assignor's right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under or that may be produced from the lands covered by the Leases or lands pooled or unitized therewith (the "Lands");

(2) The oil, gas and all other hydrocarbons attributable to the Leases and Lands;

(3) All oil and gas wells located on the Leases and Lands and all personal property and equipment associated therewith as of the Effective Time;

(4) The rights, to the extent transferable, in and to all existing and effective agreements, if any, which are appurtenant to or used in connection with the ownership or operation of the Leases or Lands;

(5) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, injection facilities, saltwater disposal facilities) to the extent that they are located on the Leases and Lands as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto;

(6) All pipelines on the Leases and Lands or used in conjunction with the Leases and Lands and associated equipment, easements and rights of way;

(7) All other real and personal property associated with the Leases and Lands; and

287426

RECORDED Nov. 15 2001 10:10 A.M.
IN BOOK 120 016 PAGE 289
FEES $ 39.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

(8) Copies of all files, records, data and information relating to the Leases, Lands, hydrocarbons, wells, agreements and other real and personal property described above maintained by Assignor including, without limitation, lease files, land files, abstracts, title opinions, all electronic files related to the Assets, and geologic and other scientific data (including seismic data to the extent such seismic data can be transferred to Assignee), but only to the extent such geologic or other scientific data is not restricted from disclosure or transfer by confidentiality agreements.

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Assignee, and its successor and assigns, forever.

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

A. This assignment is made without representation or warranty of any kind, including any warranty of title, express or implied; provided, however, to the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. To the extent the same are transferable, Assignor hereby assigns transfers, sells, grants, bargains and conveys to Assignee, its successors and assigns, all of Assignor's rights under and by virtue of all covenants and representations, warranties and indemnifications pertaining to the Assets, express or implied (including, without limitation, title and environmental representations, warranties, and indemnifications) that were received by Assignor in connection with its acquisitions of the same. To the extent the same are not transferable, Assignor shall use reasonable good faith efforts to enforce the same at the request of, on behalf of, and at the expense of Assignee.

B. Any references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

C. Separate governmental form assignments of the Assets may be executed on officially approved 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 hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interest conveyed herein.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

E. This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. To facilitate the recording of this Assignment in the counties and states in which the Assets are situated, a counterpart hereof which is recorded in any county or parish of a particular state may have attached thereto only that portion of Exhibit A which describe and pertain to Assets which are situated in that particular county.

F. The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other action as may be necessary or advisable to carry out their intent under this Assignment.

G. Assignee shall be entitled to all proceeds received on or after the Effective Time relating to the Assets and Assignee shall be liable for all unpaid costs and expenses attributable to the Assets regardless of when such proceeds were earned or such expenses incurred.

H. This Assignment shall be null and void *ab initio* if and to the extent it triggers any preferential rights to purchase which are not waived or to the extent any required consents to assignment are not given but only as to the specific Assets affected by such preferential rights to purchase or consents to assignment.

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

ASSIGNOR

Nerd Energy, Inc.

BY _____
Mick McMurry
President

ASSIGNEE

Nerd Gas Company

BY _____
Cary E. Brus
Vice-President

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) **SS.**
COUNTY OF)

Colorado, Nebraska, Utah and all States for which no other Acknowledgement for is provided.

The foregoing instrument was acknowledged before me this 7th day of November, 2001 by Mick McMurry, as President for Nerd Energy, Inc. a Delaware Corporation, on behalf of the corporation.

Wyoming

The foregoing instrument was acknowledged before me by Mick McMurry, President of Nerd Energy, Inc., a Delaware corporation, on behalf of the corporation, this 7th day of November, 2001.

Witness my hand and official seal.

[SEAL]

My Commission Expires 11/30/2002

Notary Public, Lynette Johnson
370 17th Street, Suite 3020
Denver, CO 80202

My commission expires: 11-30-2002

ACKNOWLEDGEMENT

STATE OF WYOMING)
) **SS.**
COUNTY OF NATRONA)

Colorado, Nebraska, Utah and all States for which no other Acknowledgement for is provided.

The foregoing instrument was acknowledged before me this 7th day of November, 2001 by Cary E. Brus, as Vice President for Nerd Gas Company, a Wyoming Corporation, on behalf of the corporation.

Wyoming

The foregoing instrument was acknowledged before me by Cary E. Brus, Vice President of Nerd Gas Company, a Wyoming corporation, on behalf of the corporation, this 7th day of November, 2001.

Witness my hand and official seal.

[SEAL]

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

Thomas R. Blevins, Notary Public
P.O. Box 949
Casper, WY 82602

My commission expires: April 6, 2003

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Recording Data Book / Page
NORTH JONAH PROSPECT					
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 15: S/2S/2SWNW	116/386
WY-017-00002-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	116/569
WY-017-00002-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW	116/563

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
				Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	118/154
WY-017-00003-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 566
WY-017-00003-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 560
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	118/157
WY-017-00004-01	Bonnie Bloom Alexander and Kip Alexander, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW	116/155

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
				Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	
WY-017-00004-02	Wilma Bloom Davis and Clarence Davis, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	116/152
WY-017-00005-01	Robert M. Miller, Individually and as Personal Representative of the Estate of Mildred M. Miller, deceased, and Robert M. Miller and Tara L. Miller, husband and wife	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/372
WY-017-00005-02	Grindstone Cattle Co., A Wyoming Corporation by Marguerite M. Miller, President, and Marguerite M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/366

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00005-03	Patricia M. Roberts and Shad Z. Roberts, wife and husband	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/579
WY-017-00005-04	Kathleen A. Miller	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/408
WY-017-00005-05	Matthew D. Miller and Lisa R. Miller, husband and wife	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/488
WY-017-00007-00	WYW-102774 - U.S.A	Liberty Petroleum Corp	1/1/89	Township 32 North, Range 111 West, 6th P.M. Section 23: N/2, SW, NESE, S/2SE Section 24: All Section 25: E/2, E/2NW ** NOTE: See comments below for limitations of assigned rights.*	98/554

897

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00008-00	WYW-121407 - U.S.A	LCM Ltd.	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 18: Lots 1-4, E/2W/2, E/2 Section 19: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.**	99/266
WY-017-00009-00	WYW-121408 - U.S.A	LCM Ltd.	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 17: W/2, SWSE Section 20: W/2, W/2E/2 ***NOTE: See comments below for limitations of assigned rights.**	99/264
WY-017-00010-00	WYW-118668 - U.S.A	Liberty Petroleum Corp	1/1/90	Township 32 North, Range 110 West, 6th P.M. Section 30: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.**	98/575
WY-017-00011-00	WYW-131389 - U.S.A	Starwood, Inc.	2/1/94	Township 32 North, Range 110 West, 6th P.M. Section 29: W/2, W/2NE ***NOTE: See comments below for limitations of assigned rights.**	103/540

***NOTE:**

in so far and only in so far as to those depths below the base of the Fort Union formation which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

1) 7262 feet in the Cottonwood #32-33 well,
   located in the SENE of Section 33-T32N-R111W
2) 8,535 feet in the Mesa Federal #22-2 well,
   located in the SENW of Section 2-T31N-R110W
3) 6,870 feet in the Billy #33-16 well,
   located in the NWSW of Section 16-T31N-R111W
4) 6,790 feet in the Ross "A" Federal #13-19 well,
   located in the SWSW of Section 19-T30N-R110W
5) 8,010 feet in the Paradise #23-31 well,
   located in the NESW (Lot 7) of Section 31-T31N-R109W
6) 8,686 feet in the Luman # 11-25 well,
   located in the NESW of Section 25-T32N-R110W

(all of the above six (6) referenced wells are located in Sublette County, Wyoming)

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated October 29, 2001 from Nerd Energy, Inc., as Assignor to Nerd Gas Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
East Chapel					
WY-030-00010-00	WYW-131919	McMurry Oil Company	4/1/94	Township 28 North, Range 111 West, 6th P.M. Section 23: NWNW, SENW, NWSW, SESW	97/322
Green Bluff					
WY-040-00011-00	WYW-133773	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 3, 4, E2SW Section 30: Lots 1, 2, E2NW, SE Township 27 North, Range 111 West, 6th P.M. Section 24: SE Section 25: NE	99/101
WY-040-00010-00	WYW-133078	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, E2, E2NW Section 30: NE	970/462

299

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between David W. Pape and Naomi I. Pape, husband and wife, Box 144, 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:

287434

RECORDED Nov. 15 2001 2:30 PM
IN BOOK 120 Oil & G PAGE 300
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaton

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

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 679.833 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 May 2, 2002 (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 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.

Naomi Pape
Naomi L. Pape

David W. Pape
David W. Pape

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 27 day of Sept, 2001, before me personally appeared David W. Pape and Naomi L. Pape, husband and wife,
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 27 day of September, 2001.

My commission expires:
8/8/02

Tracey L Hoover
Notary Public for the State of Wyoming
residing at Pinedale, WY

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

STATE OF Wyoming }
COUNTY OF Sublette } ss.

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between David W. Pape and Naomi I. Pape, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 04: Lot 4(38.47), SW1/4SW1/4
Section 05: Lots 1(38.54), 2(38.83), 3(39.11), 4(39.40), SW1/4NE1/4, S1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 28: East 30 feet of the E1/2SW1/4
Section 32: E1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4
Section 33: W1/2SW1/4, East 30 feet of the E1/2W1/2

Containing 679.833 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 326, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

Naomi I. Pape

David W. Pape

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between Frederick W. Pape and M. Michelle Pape, husband and wife, Box 144, 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:

287435

RECORDED Nov 16 2001 2:50 PM
IN BOOK 120 O+G PAGE 303
FEES $ 10.00
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING
BY [illegible]

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

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 679.833 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 May 2, 2002 (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 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.

[redacted] [redacted] [redacted]

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 canceled 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.

M. Michelle Pape
M. Michelle Pape

Frederick W. Pape
Frederick W. Pape

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 3 day of Oct, 2001, before me personally appeared Frederick W. Pape and M. Michelle Pape, husband and wife,
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 3 day of October, 2001.

My commission expires:
date

TRACEY L. HOOVER, NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 6, 2002

Tracey L Hoover
Notary Public for the State of Wyoming
residing at Pinedale WY

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between Frederick W. Pape and M. Michelle Pape, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 04: Lot 4(38.47), SW1/4SW1/4
Section 05: Lots 1(38.54), 2(38.83), 3(39.11), 4(39.40), SW1/4NE1/4, S1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 28: East 30 feet of the E1/2SW1/4
Section 32: E1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4
Section 33: W1/2SW1/4, East 30 feet of the E1/2W1/2

Containing 679.833 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 322, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

M. Michelle Pape
M. Michelle Pape

Frederick W. Pape
Frederick W. Pape

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of November 7, 2001 at 7:00 a.m. Mountain Time (the "Effective Time"), is from McMurry Energy, Company, a Delaware corporation, whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignor") to Jonah Energy Company, a Delaware corporation, whose address is 370 17th Street, Suite 3020, Denver, Colorado 80202 ("Assignee").

WHEREAS, pursuant to a corporate reorganization, Assignor desires to quit claim all of its right, title and interest in certain oil and gas properties to its parent company, Jonah Energy Company, and Assignee desires to receive such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby quit claims to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(1) The oil and gas leases (including all leasehold estates, mineral estates, royalty interests, overriding royalty interests and all other interests therein, whether described or not) and mineral interests described in Exhibit "A", whether or not such Leases are described on Exhibit A (the "Leases"), and any and all of Assignor's right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under or that may be produced from the lands covered by the Leases or lands pooled or unitized therewith (the "Lands");

(2) The oil, gas and all other hydrocarbons attributable to the Leases and Lands;

(3) All oil and gas wells located on the Leases and Lands and all personal property and equipment associated therewith as of the Effective Time;

(4) The rights, to the extent transferable, in and to all existing and effective agreements, if any, which are appurtenant to or used in connection with the ownership or operation of the Leases or Lands;

(5) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, injection facilities, saltwater disposal facilities) to the extent that they are located on the Leases and Lands as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto;

(6) All pipelines on the Leases and Lands or used in conjunction with the Leases and Lands and associated equipment, easements and rights of way;

(7) All other real and personal property associated with the Leases and Lands; and

287440

RECORDED Nov 16 2001 8:40 AM
IN BOOK 120 OF 6 PAGE 306
FEES $37.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

(8) Copies of all files, records, data and information relating to the Leases, Lands, hydrocarbons, wells, agreements and other real and personal property described above maintained by Assignor including, without limitation, lease files, land files, abstracts, title opinions, all electronic files related to the Assets, and geologic and other scientific data (including seismic data to the extent such seismic data can be transferred to Assignee), but only to the extent such geologic or other scientific data is not restricted from disclosure or transfer by confidentiality agreements.

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Assignee, and its successor and assigns, forever.

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

A. This assignment is made without representation or warranty of any kind, including any warranty of title, express or implied; provided, however, to the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. To the extent the same are transferable, Assignor hereby assigns transfers, sells, grants, bargains and conveys to Assignee, its successors and assigns, all of Assignor's rights under and by virtue of all covenants and representations, warranties and indemnifications pertaining to the Assets, express or implied (including, without limitation, title and environmental representations, warranties, and indemnifications) that were received by Assignor in connection with its acquisitions of the same. To the extent the same are not transferable, Assignor shall use reasonable good faith efforts to enforce the same at the request of, on behalf of, and at the expense of Assignee.

B. Any references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

C. Separate governmental form assignments of the Assets may be executed on officially approved 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 hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interest conveyed herein.

D. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

E. This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. To facilitate the recording of this Assignment in the counties and states in which the Assets are situated, a counterpart hereof which is recorded in any county or parish of a particular state may have attached thereto only that portion of Exhibit A which describe and pertain to Assets which are situated in that particular county.

F. The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other action as may be necessary or advisable to carry out their intent under this Assignment.

G. Assignee shall be entitled to all proceeds received on or after the Effective Time relating to the Assets and Assignee shall be liable for all unpaid costs and expenses attributable to the Assets regardless of when such proceeds were earned or such expenses incurred.

H. This Assignment shall be null and void *ab initio* if and to the extent it triggers any preferential rights to purchase which are not waived or to the extent any required consents to assignment are not given but only as to the specific Assets affected by such preferential rights to purchase or consents to assignment.

IN WITNESS WHEREOF, this instrument is executed as of the day and yearfirst above written.

ASSIGNOR

MCMURRY ENERGY COMPANY

BY _____
G. Steven Van Hook
Attorney in Fact

ACKNOWLEDGEMENT

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

Colorado, Nebraska, Utah and all States for which no other Acknowledgement for is provided:	The foregoing instrument was acknowledged before me this 7th day of November, 2001, by G. Steven Van Hook, Attorney-in-fact for McMurry Energy Company, a Delaware Corporation, on behalf of the corporation.
Kansas	This instrument was acknowledged before me On November 7, 2001, by G. Steven Van Hook, as Attorney-in-fact of McMurry Energy Company, a Delaware corporation on behalf of the corporation.
Wyoming	The foregoing instrument was acknowledged before me by G. Steven Van Hook, Attorney-in fact for McMurry Energy Company, a Delaware corporation, on behalf of the corporation, this 7th day of November, 2001.

Witness my hand and official seal.

[SEAL]

Notary Public

My commission expires: November 31, 2002

My Commission Expires 11 Jul 2002

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Recording Data Book / Page
NORTH JONAH PROSPECT					
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 15: S/2S/2SWNW	116/386
WY-017-00002-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	116/569

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Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00002-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	116/563
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	118/154
WY-017-00003-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 566
WY-017-00003-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 560
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	118/157

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Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00004-01	Bonnie Bloom Alexander and Kip Alexander, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	116/155
WY-017-00004-02	Wilma Bloom Davis and Clarence Davis, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	116/152
WY-017-00005-01	Robert M. Miller, Individually and as Personal Representative of the Estate of Mildred M. Miller, deceased, and Robert M. Miller and Tara L. Miller, husband and wife	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/372
WY-017-00005-02	Grindstone Cattle Co., A Wyoming Corporation by Marguerite M. Miller, President, and Marguerite M. Miller, Individually and as Personal Representative of the Estate of James M. Miller, deceased	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/366

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00005-03	Patricia M. Roberts and Shad Z. Roberts, wife and husband	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/579
WY-017-00005-04	Kathleen A. Miller	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/408
WY-017-00005-05	Matthew D. Miller and Lisa R. Miller, husband and wife	Aztec Energy Corporation	8/22/00	Township 31 North, Range 110 West, 6th P.M. Section 7: Lot 3 (31.06), 4 (30.98), SESW Section 17: NWNE, S/2NE, NESW, SWSW, SWSE Section 18: Lot 1 (30.91) NENW, NWNE, S/2NE, NESE Section 20: NWNE, NENW Township 31 North, Range 111 West, 6th P.M. Section 11: S/2NE, SE Section 12: S/2N/2, S/2 Section 13: N/2N/2	116/488
WY-017-00007-00	WYW-102774 - U.S.A	Liberty Petroleum Corp	1/1/89	Township 32 North, Range 111 West, 6th P.M. Section 23: N/2, SW, NESE, S/2SE Section 24: All Section 25: E/2, E/2NW ***NOTE: See comments below for limitations of assigned rights.***	98/554

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00008-00	WYW-121407 - U.S.A	LCM Ltd.	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 18: Lots 1-4, E/2W/2, E/2 Section 19: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.**	99/266
WY-017-00009-00	WYW-121408 - U.S.A	LCM Ltd.	9/1/90	Township 32 North, Range 110 West, 6th P.M. Section 17: W/2, SWSE Section 20: W/2, W/2E/2 ***NOTE: See comments below for limitations of assigned rights.**	99/264
WY-017-00010-00	WYW-118668 - U.S.A	Liberty Petroleum Corp	1/1/90	Township 32 North, Range 110 West, 6th P.M. Section 30: Lots 1-4, E/2W/2, E/2 ***NOTE: See comments below for limitations of assigned rights.**	98/575
WY-017-00011-00	WYW-131389 - U.S.A	Starwood, Inc.	2/1/94	Township 32 North, Range 110 West, 6th P.M. Section 29: W/2, W/2NE ***NOTE: See comments below for limitations of assigned rights.**	103/540

***NOTE:**

in so far and only in so far as to those depths below the base of the Fort Union formation which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

1) 7262 feet in the Cottonwood #32-33 well,
located in the SENE of Section 33-T32N-R111W
2) 8,535 feet in the Mesa Federal #22-2 well,
located in the SENW of Section 2-T31N-R110W
3) 6,870 feet in the Billy #33-16 well,
located in the NWSW of Section 16-T31N-R111W
4) 6,790 feet in the Ross "A" Federal #13-19 well,
located in the SWSW of Section 19-T30N-R110W
5) 8,010 feet in the Paradise #23-31 well,
located in the NESW (Lot 7) of Section 31-T31N-R109W
6) 8,686 feet in the Luman # 11-25 well,
located in the NESW of Section 25-T32N-R110W

(all of the above six (6) referenced wells are located in Sublette County, Wyoming)

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 7, 2001, by McMurry Energy Company, as Assignor and Jonah Energy Company, as Assignee

Sublette County, Wyoming

MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
East Chapel					
WY-030-00010-00	WYW-131919	McMurry Oil Company	4/1/94	Township 28 North, Range 111 West, 6th P.M. Section 23: NWNW, SENW, NWSW, SESW	97/322
Green Bluff					
WY-040-00011-00	WYW-133773	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 3, 4, E2SW Section 30: Lots 1, 2, E2NW, SE Township 27 North, Range 111 West, 6th P.M. Section 24: SE Section 25: NE	99/101
WY-040-00010-00	WYW-133078	McMurry Oil Company	8/1/94	Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 1, 2, E2, E2NW Section 30: NE	970/462

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ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of June 30, 2000, from Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership ("Shama Zoe"), a Colorado partnership, 7128 S. Poplar Lane, Englewood, CO 80112 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to certain oil and gas leases as they covers 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 the ASSIGNOR'S right, title and interest in and to the Subject Leases, but only to the extent that it covers the lands and depths described on the attached Exhibit "A".

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

1. That certain Oil and Gas Lease Exchange Agreement dated May 10, 2000, by and between ASSIGNOR and ASSIGNEE ("Agreement");

2. 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;

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided

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RECORDED Nov. 19 2001 2:00 PM
IN BOOK 180 OTG PAGE 316
FEES $ 21.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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By Cathy Scaton

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 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.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of June 30, 2000.

ASSIGNOR:

AZTEC ENERGY CORPORATION

By: Dan C. Perry

Dan C. Perry

Its: President

STATE OF ~~TEXAS~~ COLORADO §
§
COUNTY OF ~~BEXAR~~ ARAPAHOE §

The foregoing instrument was acknowledged before me this 29th day of July, 2000, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

11-21-2002

NOTARY PUBLIC, ~~State of Texas~~ State of Colorado

JoAnn Sarver
(Printed Notary Name)

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

EXHIBIT "A"
to Assignment of Oil and Gas Leases effective June 30, 2000
from Aztec Energy Corporation to Shama Zoe Limited Partnership

Depths:

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

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SWNE of Section 33, Township 32 North, Range 111 West;

(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SENW Section 2, Township 31 North, Range 110 West;

(3) 6,870 feet in the Billy #33-16 well, located in the NWSE of Section 16, Township 31 North, Range 111 West;

(4) 6,790 feet in the Ross "A" Federal #13-19 well, located in the NWSW of Section 19, Township 30 North, Range 110 West;

(5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31, Township 31 North, Range 109 West; and

(f) 8,686 feet in the Luman #11-25 well, located in the NESW of Section 25, Township 32 North, Range 110 West."

Leases and Lands:

Sublette County, Wyoming

1.

Date:	12/16/93
Record:	Bk 101, P. 259
Extension:	May 29, 99
Lessor:	High Mountain Ranches, Inc.
Ext. Lessee:	Aztec Energy Corporation
Ext. Record:	Bk 111, P. 434
Lands:	Township-32-North, Range-111-West
	Sec. 22: SW/4, SW/4SE/4
	Sec. 25: W/2NW/4, N/2SW/4, SE/4SW/4

Sec. 26: NE/4, N/2SE/4, SE/4SW/4,
N/2SW/4, SW/4NW/4
Sec. 27: N/2NE/4, W/2
Sec. 28: E/2NE/4, SW/4NE/4, NE/4SE/4

Township-31-North, Range-111-West
Secs. 1&12: A tract of land in NE/4NW/4,
Sec. 12 and in SE/4SW/4, Sec. 1,
desc. In M&B in Bk. 6 of Warranty
Deeds, Pg. 306, containing 2 ac., m/l
Sec. 11: SW/4
Sec. 14: N/2NW/4, SW/4NW/4
Sec. 15: NW/4, SE/4NE/4,
containing 1,842 gross acres, more or less

2.
Date: 12/16/93
Record: Bk 101, P. 259
Extension: May 29, 1999
Lessor: Rimfire Ranch, LLC
Ext. Lessee: Aztec Energy Corporation
Ext. Record: Bk 111, P. 651
Lands: Township-32-North, Range-111-West
Sec. 22: SW/4, SW/4SE/4
Sec. 25: W/2NW/4, N/2SW/4, SE/4SW/4
Sec. 26: NE/4, N/2SE/4, SE/4SW/4,
N/2SW/4, SW/4NW/4
Sec. 27: N/2NE/4, W/2
Sec. 28: E/2NE/4, SW/4NE/4, NE/4SE/4

3.
Date: 7/28/93
Record: Bk 93, P. 394
Extension: May 29, 1999
Lessor: Carrick, Deborah, et vir
Ext. Lessee Aztec Energy Corporation
Ext. Record: Bk 111, P. 649
Lands: 31N-111W
Sec 1: Lots 3, 4, S/2NW, SW, less 1 ac. in SESW
Sec 2: Lots 1, 2, 3, 4, SENW, S/2NE, SE, E/2SW
32N-111W
Sec. 26: SWSW
Sec. 27: S/2NE, SE

Sec. 34: NE
Sec. 35: SENE, W/2NE, NW, S/2

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of January 1, 2001, from Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership ("Shama Zoe"), a Colorado partnership, 7128 S. Poplar Lane, Englewood, CO 80112 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to certain oil and gas leases as they covers 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 and depths 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 the ASSIGNOR'S right, title and interest in and to the Subject Leases, or any extensions or renewals thereof, but only to the extent that it covers the lands and depths described on the attached Exhibit "A".

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

1. That certain Oil and Gas Lease Exchange Agreement dated May 10, 2000, by and between ASSIGNOR and ASSIGNEE ("Agreement");

2. The terms and provisions of the Subject Leases, and any extensions or renewals thereto, 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;

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to

287484

RECORDED Nov. 19 2001 9:00 AM
IN BOOK 120 016 PAGE 322
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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 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.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of January 1, 2001.

ASSIGNOR:

AZTEC ENERGY CORPORATION

By: Dan C. Perry

Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 11th day of October, 2001, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

My Commission Expires:

July 1, 2002

Lisa D. Garcia
(Printed Notary Name)

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

EXHIBIT "A"
to Assignment of Oil and Gas Leases effective January 1, 2001
from Aztec Energy Corporation to Shama Zoe Limited Partnership

Sublette County, Wyoming

1.
Date: 08/01/00
Lessor: Wilma Bloom Davis, et vir
Lessee: Aztec Energy Corporation
Record: Bk. 116, P.152
Lands: Township-31-North, Range-110-West
Sec. 4: W/2SW/4
Sec. 5: SW/4NE/4, SE/4
Sec. 8: E/2
Sec. 9: W/2NW/4, SW/4, SW/4SE/4
Sec. 16: Lots 1,2,3, NE/4NW/4, NE/4,
containing 1,176.61 acres, more or less, as to all depths

AND

Township-31-North, Range-110-West
Sec. 5: S/2NW/4, SW/4
Sec. 6: SE/4NE/4, E/2SE/4
Sec. 7: E/2NE/4
Sec. 8: SW/4, W/2NW/4,
containing 680.00 acres, more or less, limited as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262' in the Cottonwood #32-33 well, located in the SWNE of Sec. 33-T32N-R111W;
(2) 8,535' in the Mesa Federal #22-2 well, located in the SENW of Sec. 2-T31N-R110W;
(3) 6,870' in the Billy #33-16 well, located in the NWSE of Sec. 16-T31N-R111W;
(4) 6,790' in the Ross "A" Federal well, located in the NWSW of Sec. 19-T30N-R110W;
(5) 8,010' in the Paradise #23-31 well, located in NESW (Lot 7) of Sec. 31-T31N-R-109W;
(6) 8,686' in the Luman #11-25 well, located in the NESW of Sec. 25-T32N-R110W.

2.
Date: 08/01/00
Lessor: Bonnie Bloom Alexander, et vir
Lessee: Aztec Energy Corporation
Record: Bk. 116, P. 155
Lands: same as Lease 1. above

3.
Date: 03/01/00
Lessor: The Ted Lance Higgins Trust, J. Marlon Higgins Trustee
Lessee: Aztec Energy Corporation
Record: Bk. 114, P.335
Lands: Township-31-North, Range-110-West
Sec. 5: S/2NW/4, SW/4
Sec. 6: SE/4NE/4, E/2SE/4
Sec. 7: E/2NE/4
Sec. 8: SW/4, W/2NW/4,
containing 680.00 acres, more or less, limited as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

1) 7,262' in the Cottonwood #32-33 well, located in the SWNE of Sec. 33-T32N-R111W;
2) 8,535' in the Mesa Federal #22-2 well, located in the SENW of Sec. 2-T31N-R110W;
3) 6,870' in the Billy #33-16 well, located in the NWSE of Sec. 16-T31N-R111W;
4) 6,790' in the Ross "A" Federal well, located in the NWSW of Sec. 19-T30N-R110W;
5) 8,010' in the Paradise #23-31 well, located in NESW (Lot 7) of Sec. 31-T31N-R-109W;
6) 8,686' in the Luman #11-25 well, located in the NESW of Sec. 25-T32N-R110W.

4.
Date: 03/01/00
Lessor: J. Marlon Higgins and Mary Kay Higgins, H/W
Lessee: Aztec Energy Corporation
Record: Bk. 114, P.341
Lands: same as Lease 3. above

5.
Date: 02/22/00
Lessor: Leslie F. Wilcox and Sharon L. Wilcox, H/W
Lessee: Aztec Energy Corporation
Record: Bk. 113, P.493
Lands: same as Lease 3. above

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of January 1, 2001, from Aztec Energy Corporation, a Utah corporation ("Aztec"), 7801 Broadway, Suite 200, San Antonio, Texas 78209 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership ("Shama Zoe"), a Colorado partnership, 7128 S. Poplar Lane, Englewood, CO 80112 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e. the "working interest") with respect to certain oil and gas leases as they covers 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 and depths 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 the ASSIGNOR'S right, title and interest in and to the Subject Leases, or any extensions or renewals thereof, but only to the extent that it covers the lands and depths described on the attached Exhibit "A".

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

1. That certain Oil and Gas Lease Exchange Agreement dated May 10, 2000, by and between ASSIGNOR and ASSIGNEE ("Agreement");

2. The terms and provisions of the Subject Leases, and any extensions or renewals thereto, 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;

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to

287485

RECORDED Nov. 19 2001 3:00p
IN BOOK 120 016 PAGE 327
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Saxton

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 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.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of January 1, 2001.

ASSIGNOR:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 30 day of October, 2001, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

11/29/2004

NOTARY PUBLIC, State of Texas

Brian A. Unger
(Printed Notary Name)

BRIAN A. UNGER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 11-29-2004

EXHIBIT "A"
to Assignment of Oil and Gas Leases effective January 1, 2001
from Aztec Energy Corporation to Shama Zoe Limited Partnership

Sublette County, Wyoming

A.

Date:	8/23/00
Lessor:	Grindstone Cattle Co. and Marguerite M. Miller, Indiv. and as Personal Representative o/e/o James M. Miller, dec'd
Lessee:	Aztec Energy Corporation
Record:	Bk. 116, P. 378
Lands:	2,720 acres, more or less, of land in Township-33-North, Range-110-West of the 6th P.M., more full described as follows: T-33-N, R-110W
Section 15:	S/2SW/4
Section 16:	All
Section 21:	E/2, E/2W/2
Section 22:	SW/4NE/4, W/2SE/4, W/2
Section 27:	NW/4NE/4, W/2SE/4, W/2
Section 28:	NE/4, E/2NW/4
Section 34:	W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4

limited as to those depths from the surface to the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

(1) 7,262' in the Cottonwood #32-33 well, located in the SWNE of Sec. 33-T32N-R111W;
(2) 8,535' in the Mesa Federal #22-2 well, located in the SENW of Sec. 2-T31N-R110W;
(3) 6,870' in the Billy #33-16 well, located in the NWSE of Sec. 16-T31N-R111W;
(4) 6,790' in the Ross "A" Federal well, located in the NWSW of Sec. 19-T30N-R110W;
(5) 8,010' in the Paradise #23-31 well, located in NESW (Lot 7) of Sec. 31-T31N-R-109W;
(6) 8,686' in the Luman #11-25 well, located in the NESW of Sec. 25-T32N-R110W.

331

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW139294

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Sharpe Howard O
   Street 9357 S Prairie Vw Dr
   City, State, Zip Code Highland Ranch, CO 80126

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

287486

RECORDED Nov. 19 2001 3:00PM
IN BOOK 120 016 PAGE 331
FEES $ 10.00 Mary Lou Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soltz

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0300N R. 110W 06th Meridian WY State Sublette County
sec. 014 LOTS 4,5;
014 M&B BED OF NEW FORK RIV RIPAR
014 M&B TO LOTS 4,5;

Total acres in lease 72.860
Rental retained $ 109.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

Land Law Examiner (Title) AUG 15 1996 (Date)

EFFECTIVE DATE OF LEASE SEP 01 1996

(Continued on reverse)

ORIGINAL

[redacted] [redacted] [redacted]

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

ORIGINAL

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

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

Duly executed this 15th day of September, 19 96. Howard O Sharp
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WYW139294

Metes and Bounds Description
of Lands in the Bed of the
New Fork River Riparian to
Lot 4, Sec. 14, T. 30 N.,
R. 110 W., Sixth Principal
Meridian, Wyoming

A parcel of land riparian to Lot 4 in Sec. 14, T. 30 N., R. 110 W., Sixth Principal meridian, Wyoming, said parcel being the area lying between the west bank (right bank) of the New Fork River and the medial line of said river, and being more particularly described as follows:

Beginning at the meander corner of sections 11 and 14, T. 30 N., R. 110 W., 6th Principal Meridian, on the right bank of the New Fork River, thence southeasterly, on a line normal to the medial line of the river, 4.24 chs. distance more or less, to the medial line of the river. Thence along the medial line of the river, southerly and southwesterly to a pint opposite the southwest corner of Lot 4; thence northwesterly on a line normal to the medial line of the river, a distance of 5.40 chs. more or less to the southwest corner of Lot 4. Thence along the record meanders of the right bank of the river, upstream in Sec. 14: N. 61° E., 6.50 chs., thence N. 9° E., 24.00 chs. more or less to the meander corner of sections 11 and 14; the point of beginning. All riparian to Lot 4, Sec. 14, T. 30 N., R. 110 W., 6th Principal Meridian, containing 12.10 acres more or less.

Metes and Bounds Description
of Lands in the Bed of the
New Fork River Riparian to
Lot 5, Sec. 14, T. 30 N.,
R. 110 W., Sixth Principal
Meridian, Wyoming

A parcel of land riparian to Lot 5 in Sec. 14, T. 30 N., R. 110 W., Sixth Principal meridian, Wyoming, said parcel being the area lying between the west bank (right bank) of the New Fork River and the medial line of said river, and being more particularly described as follows:

Beginning at the meander corner of sections 14 and 15, T. 30 N., R. 110 W., 6th Principal Meridian, on the right bank of the New Fork River, thence southeasterly, on a line normal to the medial line of the river, 2.35 chs. distance more or less, to the medial line of the river. Thence along the medial line of the river, northeasterly to a point opposite the southeast corner of Lot 5; thence northwesterly on a line normal to the medial line of the river, a distance of 5.40 chs. more or less to the southeast corner of Lot 5. Thence along the record meanders of the right bank of the river, downstream in Sec. 14: S. 61° W., 15.50 chs., thence S. 20° 47 W., 18.21 chs. more or less to the meander corner of sections 14 and 15; the point of beginning. All riparian to Lot 5, Sec. 14, T. 30 N., R. 110 W., 6th Principal Meridian, containing 10.34 acres more or less.

LEASE NO.: 98-00595

PARCEL NO.: 870

FUND: C.S.

287487

Form Approved by the Board

and Effective January 6, 1998

RECORDED Nov 19 2001 3:00 P.M.
IN BOOK 120 OF 6 PAGE 334
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

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**:

LaVon S. Hill Trust

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

640.00 All Section 16, Twp. 29 N, Rg. 110 W., 6th P.M.

County: Sublette **Total Acres: 640.00** **Advance Rental $: 640.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the **LESSOR** owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid **LESSOR** shall be reduced proportionately.

Section 4. **LESSEE** expressly represents that, if an individual, **LESSEE** is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by **LESSEE** hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a) and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by **LESSOR** and **LESSEE** to become effective on the 2nd day of November, 1998 A.D.

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

STATE LANDS SEAL

By: _____
Director
Office of State Lands and Investments

LESSEE: LaVon S. Hill, Trustee

Address: 7128 S. Poplar Lane

City: Englewood **State:** CO **Zip:** 80112-1635

Telephone No. 303, 773-3303

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WYW139294

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

WYW139294

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

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

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

[redacted] [redacted] [redacted]

WYW139294

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) entire lease;

For the purpose of:

(2) protecting HUD designated Zone A (100 year) flood hazard area on perennial water courses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW139294

NOTICE TO LESSEE

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

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

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

Form 3000-3a
(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.

WYW129703

01 APR 16 AM 9:00

CHEYENNE, WYOMING

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Shama Zoe Limited Partnership
7128 S. Poplar Lane
Englewood, CO 80112

RECORDED Nov. 19 2001 3:00 PM
IN BOOK 120 MISC PAGE 340
FEES $ 10.00 COUNTY Fremont
SUBLEASE COUNTY, WYOMING
By Cathy Scafer

287488

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township-33-North, Range-111-West					
Section 12: All	100%	100%	none	n/a	n/a

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

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

(1) 7,262 feet in the Cottonwood #32-33 well, located in the SWNE of Section 33, T-32-N, R-111-W;
(2) 8,535 feet in the Mesa Federal #22-2 well, located in the SENW Section 2, T-31-N, R-110-W;
(3) 6,870 feet in the Billy #33-16 well, located in the NWSE of Section 16, T-31-N, R-111-W;
(4) 6,790 feet in the Ross "A" Federal #13-19 well, in n the NWSW of Section 19, T-30-N, R-110-W;
5) 8,010 feet in the Paradise #23-31 well, located in the NESW (Lot 7) of Section 31, T-31-N, R-109-W; and
6) 8,686 feet in the Luman #11-25 well, located in the NESW of Section 25, T-32-N, R-110-W."

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.

☐ Transfer approved effective MAY 01 2001

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

Chief, Fluid Minerals Adjudication (Title)

MAY 08 2001 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

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PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application:

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE--The information is to be used to process transferee operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

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

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

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

EFFECT OF NOT PROVIDING INFORMATION--If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear

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

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

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 9th day of April, 2001

Aztec Energy Corporation
Name of Transferor

By: Lon C. Perry
Please type or print

Its: President
Transferor (Signature)

or

Attorney-in-fact
(Signature)

3301 Broadway, Ste. 200
(Transferor's Address)

San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 9th day of April, 19 2001

Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership

Transferee By: Gilman A. Hill
(Signature)

or

Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

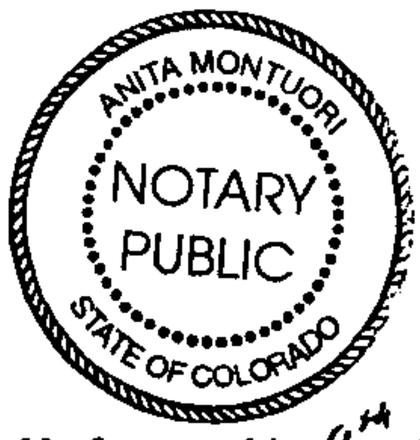
BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-340), 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.

STATE OF ~~TEXAS~~ COLORADO §
§
COUNTY OF ~~BEXAR~~ TELLER §



The foregoing instrument was acknowledged before me this 9th day of April, 2001, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

My Commission Expires:

1-25-2004

NOTARY PUBLIC, State of ~~Texas~~ Colorado

ANITA MONTUORI
(Printed Notary Name)

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 MAY 29 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-142272
Lease Effective Date (Anniversary Date): 08/01/1997
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* PANNONIAN ENERGY INC.
   Street 14 Inverness Drive East, Suite H-236
   City, State, ZIP Code Englewood, CO 80112

JUL 26 2001
RECEIVED

*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, 6th P.M. Sec. 22: E/2SE/4 Sec. 27: NE/4NE/4 Sec. 30: SE/4 Sec. 31: NE/4 Sec. 32: E/2, NE/4NW/4, S/2NW/4, N/2SW/4 Sec. 33: N/2NE/4, SW/4NE/4, NW/4NW/4, SE/4SE/4, SE/4NE/4, NE/4NW/4, S/2NW/4, SW/4, N/2SE/4, SW/4SE/4 (excluding 50.00 acres in Rsvr ROW WY-03827) Sec. 34: E/2NE/4, SE/4NW/4, SW/4, S/2SE/4, W/2NE/4, N/2NW/4, SW/4NW/4, N/2SE/4 (excluding 26.00 acres in Rsvr ROW WY-03827) Containing 2,164.00 acres, more or less. Located in Sublette County, Wyoming	100%	100%	None	5.5% of 8/8ths	None

287541

RECORDED Nov. 26 2001 4:32PM
IN BOOK 120 046 PAGE 343
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locke

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 JUN 01 2001

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

LAND LAW EXAMINER
(Title)

JUL 12 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.

In the event that 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 sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of April, XX 2001

Name of Assignor as shown on current lease J. Winston Williams
Please type or print

Assignor J. Winston Williams
(Signature)

or Attorney-in-fact J. Winston Williams
(Signature)

13 Governor's Way
(Assignor's Address)

Brentwood Tennessee 37027
(City) (State) (Zip Code)

Executed this 7th day of May, XX 2001

Assignee PANNONIAN ENERGY INC.

By Mark A. Erickson
(Signature)

or Attorney-in-fact Mark A. Erickson, 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.

STATE OF TENNESSEE)
) ss.
COUNTY OF Williamson)

On the 30th day of April, 2001, before me personally appeared J. WINSTON WILLIAMS, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 30th day of April, 2001.

DeAnne Winn Waldrop
Notary Public

My Commission Expires:

May 30, 2004

Form 3000-3
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 MAY 29 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-141371

Lease Effective Date (Anniversary Date): 04/01/1997

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* PANNONIAN ENERGY INC.
   Street 14 Inverness Drive East, Suite H-236
   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 (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 33 North, Range 111 West, 6th P.M. Sec. 15: All Sec. 17: NE/4NE/4, S/2NE/4, SE/4 Sec. 20: NE/4, NE/4NW/4, S/2NW/4, S/2 Sec. 21: All Sec. 28: E/2 Containing 2,480.00 acres, more or less. Located in Sublette County, Wyoming	100%	100%	None	5.5% of 8/8ths	None

RECORDED Nov. 26 2001 4:30 PM
IN BOOK 120 PAGE 346
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Siebert

287542

AUG 10 2001
RECEIVED

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 JUN 01 2001

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

By /S/ PAMELA J. LEWIS — Chief, Fluid Minerals Adjudication — AUG 06 2001

(Authorized Officer) (Title) (Date)

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

In the event that 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 sixty (60) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 20th day of April, XX 2001

Name of Assignor as shown on current lease J. Winston Williams
Please type or print

Assignor J. Winston Williams
(Signature)
or
Attorney-in-fact J. Winston Williams
(Signature)

13 Governor's Way
(Assignor's Address)

Brentwood Tennessee 37027
(City) (State) (Zip Code)

Executed this 7th day of May, XX 2001

Assignee PANNONIAN ENERGY INC.
By Mark A. Erickson
(Signature)
or
Attorney-in-fact Mark A. Erickson, 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.

STATE OF TENNESSEE)
) ss.
COUNTY OF Williamson)

On the 30th day of April, 2001, before me personally appeared J. WINSTON WILLIAMS, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 30th day of April, 2001.

DeAnna Keys Waldrop
Notary Public

DEANNA LYNN WALDROP NOTARY PUBLIC AT LARGE

My Commission Expires:

May 30, 2004

PAID-UP OIL AND GAS LEASE

Producers 88

Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

THIS AGREEMENT, made and entered into this 26th day of October, 2001, by and between Marguerite M. Miller, individually, and as Personal Representative of the Estate of James M. Miller, deceased, C/O Elizabeth Greenwood, PO Box 1479, Pinedale, 82941

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.

287607

RECORDED Nov. 29 2001 3:30PM
IN BOOK 180 OR6 PAGE 349
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

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 1,281.90 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 $5.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land 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. 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 13. 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.

14. 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.

15. 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, the inability to transport materials, 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.

16. Lessor hereby 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.

17. 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.

18. 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.

Marguerite M. Miller

Marguerite M. Miller, individually and as Personal Representative of the Estate of James M. Miller, deceased

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 7th day of November, 2001, before me personally appeared Marguerite M. Miller, individually and as Personal Representative of the Estate of James M. Miller, deceased to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that s/he 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 7th day of November, 2001.

My commission expires:

5/22/05

Darlene Reints

Notary Public for the State of Wyoming

residing at Pinedale

DARLENE REINTS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 5/22/05

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 _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 26th, 2001, by and between Marguerite M. Miller, individually and as Personal Representative of the Estate of James M. Miller, deceased, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands located in Sublette County, Wyoming.

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW1/4, W1/2SW1/4, and all portions
of the NW1/4NW1/4, E1/2W1/2 lying and being
West of the centerline of the State Highway 187;
Section 13: W1/2NW1/4, SW1/4, and all Portions of the E1/2NW1/4 lying and being
West of the centerline of State Highway 187;
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90 acres, more or less

19. Wherever the term one-eighth (1/8) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read one-sixth (1/6)

20. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

21. 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 or vibroseis seismic activity.

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

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

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

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

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

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

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

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

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

31. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

33. This lease is subject to a Surface Use Agreement executed by the parties hereto under the same date hereof.

Signed for Identification:

By _____

Marguerite M. Miller, individually and
as Personal Representative of the
Estate of James M. Miller, deceased

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between Alvin "Bud" Davison and Miriam Davison, husband and wife, of P.O. Box 299, Pinedale, WY 82941 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:

RECORDED Nov. 29 2001 3:30pm
IN BOOK 120 016 PAGE 353
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

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

287608

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 3,113.04 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 May 2, 2002 (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 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.

Alvin Bud Davison
Alvin "Bud" Davison

Miriam L Davison
Miriam Davison

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 3 day of October 2001, before me personally appeared Alvin "Bud" Davison and Miriam Davison, husband and wife, 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 3 day of October, 2001.

My commission expires:
8/18/02

Tracey L Hoover
Notary Public for the State of Wyoming
residing at Pinedale WY

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 6, 2002

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between Alvin "Bud" Davison and Miriam Davison, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 03: Lots 2(38.98), 3(38.96), 4(38.93), SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4
Section 04: Lots 1(38.85), 2(38.73), 3(38.59), S1/2N1/2, SE1/4, E1/2SW1/4, NW1/4SW1/4
Section 05: SE1/4NE1/4, NE1/4SE1/4
Section 09: N1/2N1/2
Section 10: SW1/4NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: S1/2N1/2, S1/2
Section 28: E1/2
Section 33: E1/2
Section 34: NW1/4, N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4, N1/2SW1/4

Containing 3,113.04 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 312, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

Alvin "Bud" Davison

Miriam Davison

Producers 88
Rocky Mountain 1969
(Paid-Up Rev 1995)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between Karmen Marincic, a widow, of P.O. Box 244, 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

287609

RECORDED Dec. 27 2001 2:30 PM
IN BOOK 120 OF G PAGE 356
FEES $ 10.00
SUBLETTE COUNTY CLERK
By Cathy Seely

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 3,113.04 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 May 2, 2002 (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 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.

Karmen Marincic

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 3 day of October, 2001, before me personally appeared Karmen Marincic, a widow, 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 3 day of October, 2001.

My commission expires:
8/8/02

Tracey L Hoover
Notary Public for the State of Wyoming
residing at Pinedale WY

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between Karmen Marincic, a widow, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 03: Lots 2(38.98), 3(38.96), 4(38.93), SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4
Section 04: Lots 1(38.85), 2(38.73), 3(38.59), S1/2N1/2, SE1/4, E1/2SW1/4, NW1/4SW1/4
Section 05: SE1/4NE1/4, NE1/4SE1/4
Section 09: N1/2N1/2
Section 10: SW1/4NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: S1/2N1/2, S1/2
Section 28: E1/2
Section 33: E1/2
Section 34: NW1/4, N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4, N1/2SW1/4

Containing 3,113.04 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 510, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

Karmen Marincic

Karmen Marincic

PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between Norman F. Pape and Barbara Pape, husband and wife, of 82 Pape Road, 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:

RECORDED Nov. 29 2001 at 3:30 p.m.
IN BOOK 120 of G PAGE 359
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

287610

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

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 3,113.04 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 May 2, 2002 (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 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.

Norman F. Pape

Barbara Pape

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 30TH day of SEPTEMBER 2001, before me personally appeared Norman F. Pape and Barbara Pape, husband and wife, 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 30TH day of SEPTEMBER, 2001.

My commission expires:
5/13/02

Notary Public for the State of Wyoming
residing at Pinedale, Wyoming

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between Norman F. Pape and Barbara Pape, husband and wife, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 03: Lots 2(38.98), 3(38.96), 4(38.93), SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4
Section 04: Lots 1(38.85), 2(38.73), 3(38.59), S1/2N1/2, SE1/4, E1/2SW1/4, NW1/4SW1/4
Section 05: SE1/4NE1/4, NE1/4SE1/4
Section 09: N1/2N1/2
Section 10: SW1/4NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: S1/2N1/2, S1/2
Section 28: E1/2
Section 33: E1/2
Section 34: NW1/4, N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4, N1/2SW1/4

Containing 3,113.04 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 317, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

Norman F. Pape

Barbara Pape

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1995)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of September, 2001, by and between Earl L. Babcock and Nadine F. Babcock, husband and wife, individually and as Trustees of the Earl L. Babcock Family Trust, under Trust Agreement dated February 3, 1989, 391 Pape Road, 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:

FILED Dec. 29 2001 3:30p
IN BOOK 120 OAG PAGE 962
FEES $ 10.00
SUBLETTE COUNTY CLERK
by Cathy Sisto

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

287611

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, relicton 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 3,113.04 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 May 2, 2002 (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 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.

Earl L. Babcock, Individually

Nadine F. Babcock, Individually

Earl L. Babcock Family Trust, dated February 3, 1989

Earl L. Babcock, Trustee

Nadine F. Babcock, Trustee

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 1st day of OCTOBER, 2001, before me personally appeared Earl L. Babcock and Nadine F. Babcock, husband and wife, individually and as Trustees of the Earl L. Babcock Family Trust, dated February 3, 1989 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 1 day of October, 2001.

My commission expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

Tracey L Hoover
Notary Public for the State of Wyoming
residing at Pinedale WY

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

CORPORATION

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 _____

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated September 17, 2001, by and between Earl L. Babcock and Nadine F. Babcock, individually and as Trustees of the Earl L. Babcock Family Trust, dated February 3, 1989, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 111 West, 6th P.M.
Section 03: Lots 2(38.98), 3(38.96), 4(38.93), SW1/4NE1/4, S1/2NW1/4, SW1/4, W1/2SE1/4
Section 04: Lots 1(38.85), 2(38.73), 3(38.59), S1/2N1/2, SE1/4, E1/2SW1/4, NW1/4SW1/4
Section 05: SE1/4NE1/4, NE1/4SE1/4
Section 09: N1/2N1/2
Section 10: SW1/4NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4

Township 35 North, Range 111 West, 6th P.M.
Section 27: S1/2N1/2, S1/2
Section 28: E1/2
Section 33: E1/2
Section 34: NW1/4, N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4, N1/2SW1/4

Containing 3,113.04 acres.

20. This oil and gas lease is subject and inferior to that certain oil and gas lease dated May 2, 1997, executed for a primary term of five (5) years, as recorded in book 105 O&G, page 505, in the Clerk & Recorder's office in Sublette County, Wyoming. Lessor hereby covenants and agrees not to modify, amend or extend said prior lease.

21. Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

22. This oil and gas lease is subject to that certain Option to Lease Agreement dated September 17th, 2001, by and between the parties hereto.

23. After the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of three (3) consecutive years.

24. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty (120) days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

Signed for purposes of identification:

Earl L. Babcock, individually

Earl L. Babcock Family Trust, dated February 3, 1989

Earl L. Babcock, Trustee

Nadine F. Babcock, individually

Nadine F. Babcock, Trustee

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

This Assignment, Bill of Sale and Conveyance ("Assignment") is made and entered into by and between **WOLD OIL PROPERTIES, INC.**, with a mailing address of 139 West Second Street, Suite 200, Casper, WY 82601 (herein called "Assignor") and **HUNTINGTON T. WALKER and CAROL N. WALKER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, with a mailing address of 2961 S. Fillmore Way, Denver, CO 80210 (herein called "Assignee").

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor hereby grants, sells assigns and conveys unto Assignee, its successors and assigns, twenty percent (20.0%) of Assignor's right, title and interest in and to that certain 'Assignment, Bill of Sale and Conveyance' from Berco Resources, LLC to Assignor dated May 23, 2001 recorded in Book 118 O & G, Page 592, and is further pertaining to the following:

1) Assignor's interest in those certain oil and gas leases or other interests described in Exhibit A or lands pooled or unitized therewith; any oil and gas lease covering any of the lands described in Exhibit A, to the extent such lease covers the lands described in Exhibit A, whether or not such lease is described on Exhibit A or inaccurately described on Exhibit A ("Leases"); all tangible personal property located under, upon or appurtenant to the Leases or any unit of which any such Lease is a part, including any disposal systems, plants, compressors, treating and processing systems, pipelines or gathering systems ("Equipment"), rights-of-way, easements, fee surface estates associated with the Leases or other lands set forth in Exhibit A ("Other Land Interests"), together with Assignor's ownership interest in the well or wells located on the lands described in Exhibit A (whether or not listed in Exhibit B) ("Wells"); and Assignor's interest in any personal property, fixtures, material, equipment, and facilities therein and thereon or used in connection with the use or operation of the Leases, Equipment, Other Land Interests, Wells, ownerships, or other interests for oil and/or gas purposes.

2) All contract rights relating to the Subject Property including but not limited to any operating agreements, communitization agreements, unit agreements, unit operating agreements, farmout agreements, processing agreements, transportation agreements, and gas and/or oil sales agreements, and all claims and causes of action relating to gas underproduction imbalances relating to the interests ("Contract Rights').

3) All the applicable files, records and data directly relating to the items described in Subsections 1) and 2) above including, without limitation, joint interest billings, check receipts and third-party disbursement records, and records relating to ad valorem, excise and other production-related taxes, land and lease files, well files, title records including abstracts of title, title opinions, contracts, geological and geophysical information and data to the extent that same can be transferred, production records, all logs including electric logs, core data, pressure data and decline curves and graphical production curves and all related matters in the possession of Assignor (collectively the "Records").

4) The Leases, Equipment, Other Land Interests, Wells, Contract Rights, Records and Other Assets are collectively referred to as the "Subject Property".

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever the Subject Property and all right and obligations pertaining thereto.

This Assignment is subject to the following terms and conditions:

287706

RECORDED Dec 5 2001 1:35 p.M.
IN BOOK 120 O+G PAGE 365
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

1) Assignee is hereby transferred, assigned and conveyed 20.0% of Assignor's interest as hereinabove described in: (a) all fixtures, equipment and other personal property located in, on and/or pertinent to or used and obtained in connection with the Subject Property; (b) all agreements, contracts (including contracts for the sale of production), operating agreements, unitization agreements, farmout agreements, processing agreements, transportation agreements, gas sales agreements, permits, licenses, easements, right-of-way, surface leases, servitudes, franchises and any other agreements **INSOFAR AND ONLY INSOFAR** as they pertain to the Subject Property and all claims and causes of action relating to gas underproduction and/or overproduction imbalances relating to the Subject Property (whether or not specifically described herein) but only insofar as same related to the interest assigned therein.

2) From and after the Effective Date, any and all benefits, obligations, and liabilities associated with such gas production imbalance accounts shall accrue to and be the responsibility of Assignee. Assignee shall assume the 20.0% proportionate share of Assignor's actual overproduction or underproduction position in the Subject Property as of the Effective Date. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the Effective Date hereof, including proceeds attributable to product inventories above the pipeline connection and gas product inventories as of the Effective Date and shall be responsible for operating expenses, capital expenditures, all taxes and other obligations on the Subject Property prior to the Effective Date.

3) Assignor agrees to execute, acknowledge where necessary and deliver unto Assignee all such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary more fully to grant, convey and assign unto Assignee the rights, interest and properties conveyed hereby or intended so to be.

4) It is the intention and agreement of Assignor and Assignee hereunder that the provisions of this Assignment be severable. Should the whole, or any portion of a section or paragraph, be judicially held to be void or invalid, such holding shall not affect other portions which can be given effect without the invalid or void portion.

5) Assignor hereby binds itself, its successors and assigns, to warrant and forever defend unto Assignee, its successors and assigns, the Subject Property against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

6) Assignor further gives and grants unto Assignee full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made to Assignor with respect to the Subject Property.

7) **ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE SUBJECT PROPERTY INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGE BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT THE PERSONAL PROPETY, FIXTURES AND ITEMS AND THE CONDITION OF THE PROPERTIES ARE BEING CONVEYED TO ASSIGNEE AS IS, WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.**

This assignment is executed as of this 14th day of November, 2001, but shall have an effective date of April 1, 2001, (the "Effective Date").

ASSIGNOR:

Attest:

WOLD OIL PROPERTIES, INC.

By: _____
David W. Klym, Assistant Secretary

By: _____
Peter I. Wold, President

ASSIGNEE:

HUNTINGTON T. WALKER

By: _____

CAROL N. WALKER

By: _____

STATE OF WYOMING)
)
COUNTY OF NATRONA)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 14th day of November, 2001, before me personally appeared Peter I. Wold, President of Wold Oil Properties, Inc. to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My commission expires: November 9, 2003

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

STATE OF COLORADO)
)
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 20th day of November, 2001, before me personally appeared HUNTINGTON T. WALKER AND CAROL N. WALKER, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/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 official seal the day and year last above written.

_____
Notary Public

My commission expires: 3/31/02

EXHIBIT "A"

Attached to and made a part of Assignment, Bill of Sale and Conveyance, effective April 1, 2001
Wold Properties, Inc., Assignor and Huntington T. Walker, Assignee
Sublette County, Wyoming

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES
W-36055	Gerald L. Rosen	12/1/1965	Township 28 North, Range 115 West Section 12: SW/4 Section 13: NW/4	320.00
W-0318400	Gerald L. Rosen	12/1/1965	Township 28 North, Range 115 West Section 10: SE/4 Section 11: S/2 Section 14: N/2	800.00
W-0318401	Gerald L. Rosen	11/1/1965	Township 28 North, Range 115 West Section 15: NE/4	160.00

3/08

369

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, QUESTAR EXPLORATION AND PRODUCTION COMPANY, a Texas corporation, having an address at 1331 17th Street, Suite 800, Denver, Colorado 80202, does hereby release surrender and abandon, all right, title and interest in and to the following oil and gas lease and lands as specifically hereby described:

LESSOR: Harvey Dean Luce, a single man

LESSEE: Dolar Energy. L.L.C.

CORRECTION LEASE DATED: June 23, 2000

RECORDED: July 10, 2000, Book 115, Page 470

DESCRIPTION:

287783

RECORDED Dec. 11 2001 10:15 A.M.
IN BOOK 1206 PAGE 369
FEES $ 6.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suiter

Township 31 North, Range 109 West
Section 28: SW/4SW/4
Section 29: Lots 2, 5, 6, W/2SE/4
Section 32: Lots 1-4, 6, NW/4NE/4
Section 33: Lots 1-3, 5, NW/4NW/4

Containing 445.04 Acres
Sublette County, Wyoming

IN WITNESS WHEREOF, QUESTAR EXPLORATION AND PRODUCTION COMPANY caused this instrument to be executed as of October 31, 2001.

QUESTAR EXPLORATION AND PRODUCTION COMPANY

BY: _____
G. L. Nordloh President/CEO

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 31st day of October, 2001 personally appeared before me, G.L. Nordloh, who, being by me duly sworn, did say that he is the President and CEO of Questar Exploration and Production Company, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said G. L. Nordloh acknowledged to me that said corporation executed the same.

My commission expires:
June 6, 2004

Heather L. Ensign
Notary Public

NOTARY PUBLIC
Heather L. Ensign
180 E. 100 So. • PO Box 45801
Salt Lake City, Utah 84145
My Commission Expires
June 6, 2004
STATE OF UTAH

Producers 88 Paid-Up
• Rev. No.2-8pt.

287816

Dec 11 2001 3:20p
BOOK 1200 G PAGE 370
FEES $ 10.00
SUBLETTE COUNTY, WYOMING
By Cathy Sorensen

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of November, 2001, but effective see Exhibit "A", by and between Earl L. Babcock and Nadine Babcock, Trustees of the Earl L. Babcock Family Trust dated February 3, 1989, whose post office address is 10555 E. Arrowvale Rd., Sun Lakes, AZ 85248, hereinafter called Lessor (whether one or more) and Lance Oil and Gas Company, Inc. whose post office address is 12200 N. Pecos St., Denver, CO 80234, hereinafter called Lessee:.

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

See Exhibit "A" attached hereto and by this reference made a part hereof for description and additional lease provisions.

and containing 2360.10 acres, more or less, ("the Premises").

1. It is agreed that this lease shall remain in force for a term of five (5) years from see Exhibit "A" 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. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal part of sixteen percent (16.00%) of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, sixteen percent (16.00%) of the net proceeds realized by Lessee from the sale thereof; provided that Lessee shall have the continuing right to sell that Gas to itself or to an affiliate of Lessee, in which event the royalty shall be based upon the prevailing wellhead market price paid for Gas of similar quality in the same field (or if there is no such price prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements, including arrangements under which Lessee, or an affiliate, is purchaser, entered into on the same or nearest preceding date as the date on which Lessee, or an affiliate, commences its purchases hereunder; and further provided that the net proceeds or prevailing wellhead market price, as applicable, shall be after deduction for costs (third party charges and tariffs, and capital and operating costs incurred by Lessee) related to gathering, transporting, dehydrating, compressing, processing and treating the Gas.

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 described 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.

Earl L. Babcock Family Trust dated February 3, 1989

By: Earl L. Babcock
Earl L. Babcock, Trustee

Nadine Babcock
Nadine Babcock, Trustee

STATE OF Arizona }
} ss.
COUNTY OF Maricopa }

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 15 day of November, 2001, personally appeared Earl L. Babcock and Nadine Babcock, Trustees of the Earl L. Babcock Family Trust dated 2-3-89, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires June 11, 2003

Notary Public

PATRICIA PEREZ
Notary Public - Arizona
Maricopa County
My Commission Expires
June 11, 2003

STATE OF }
} ss.
COUNTY OF }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____day of_____, 2001, personally appeared _____ and _____, to me known to be the identical person_, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ___ duly executed the same as __ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public

STATE OF }
} ss.
COUNTY OF }

ACKNOWLEDGMENT (For use by Corporation)

On this ____ day of _____, A. D. 2001, personally appeared _____, to me personally know, who, being by me duly sworn, did say that (s)he is the _____of_____and_____ __ 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 _____acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

My Commission expires _____

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 12, 2001, by and between Earl L. Babcock and Nadine Babcock, Trustees of the Earl L. Babcock Family Trust dated February 3, 1989 as Lessor and Lance Oil & Gas Company, Inc., as Lessee.

Township 34 North, Range 110 West, 6th P.M.
Section 06: Lots 4 (29.97), 5 (30.52), 6 (30.94), 7 (31.35)
Township 34 North, Range 111 West, 6th P.M.
Section 01: Lots 1 (39.92), 2 (39.78), 3 (39.62), 4 (39.48), S½N½, N½SW¼, SE¼SW¼, SE¼
Section 02: Lots 1 (39.35), 2 (39.26), S½NE¼, N½SE¼
Township 35 North, Range 110 West, 6th P.M.
Section 31: Lots 3 (30.02), 4 (29.94)
Township 35 North, Range 111 West, 6th P.M.
Section 25: S½SW¼
Section 26: S½S½
Section 35: E½, NE¼NW¼, S½NW¼, E½SW¼, NW¼SW¼
Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼
Township 36 North, Range 111 West, 6th P.M.
Section 02: Lots 3(34.24), 4(34.38), NE¼SW¼, S½NW¼, SW½NE¼, less and except that part of a metes and bounds description falling in the NE¼SW¼ containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2-11-77 in Book 19, Page 118.
Section 03: Lot 1(34.45), SE¼NE¼

This Lease is made subject and subordinate to existing oil and gas leases dated May 2, 1997 and May 28, 1997 recorded in Bk. 105, Pg. 505 and Bk. 105, Pg. 364, Sublette County, State of Wyoming ("Bottom Leases"), the primary term of which expires May 2, 2002 and May 28, 2002. Notwithstanding anything to the contrary contained in this Lease or the Bottom Leases, the term of this Lease will commence concurrently with the termination or expiration of the Bottom Leases. Lessor covenants and agrees not to further extend, amend or modify said Bottom Leases.

Signed for Identification:

Earl L. Babcock Family Trust dated
February 3, 1989
By:

Earl L. Babcock, Trustee

Nadine Babcock, Trustee

373

Producers 88 Paid-Up
Rev. No.2-8pt.

Dec. 11 2013 3:20p
120 OIG 373
10.00 Mary Lou Soltysik
By Cathy Bohn

OIL AND GAS LEASE 287817

AGREEMENT, Made and entered into the 12th day of November, 2001, but effective see Exhibit "A", by and between Alvin 'Bud' Davison and Miriam Davison husband and wife, whose post office address is P.O. Box 299, Pinedale, WY 82941, hereinafter called Lessor (whether one or more) and Lance Oil and Gas Company, Inc. whose post office address is 12200 N. Pecos St., Denver, CO 80234, hereinafter called Lessee:.

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

See Exhibit "A" attached hereto and by this reference made a part hereof for description and additional lease provisions.

and containing XXXXX acres, more or less, ("the Premises").

1. It is agreed that this lease shall remain in force for a term of five (5) years from see Exhibit "A" 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. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal part of sixteen percent (16.00%) of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, sixteen percent (16.00%) of the net proceeds realized by Lessee from the sale thereof; provided that Lessee shall have the continuing right to sell that Gas to itself or to an affiliate of Lessee, in which event the royalty shall be based upon the prevailing wellhead market price paid for Gas of similar quality in the same field (or if there is no such price prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements, including arrangements under which Lessee, or an affiliate, is purchaser, entered into on the same or nearest preceding date as the date on which Lessee, or an affiliate, commences its purchases hereunder; and further provided that the net proceeds or prevailing wellhead market price, as applicable, shall be after deduction for costs (third party charges and tariffs, and capital and operating costs incurred by Lessee) related to gathering, transporting, dehydrating, compressing, processing and treating the Gas.

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 described 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.

Alvin 'Bud' Davison

Miriam Davison

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

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 16 day of November, 2001, personally appeared Alvin 'Bud' Davison and Miriam Davison, husband and wife, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 8/13/02

Tracey L Hoover
Notary Public.

STATE OF }
} ss.
COUNTY OF }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2001, personally appeared _____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public.

STATE OF }
} ss.
COUNTY OF }

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 2001, personally appeared _____, to me personally know, who, being by me duly sworn, did say that (s)he is the _____ _____of_____and _____ _____ 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 _____acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

_____
Notary Public.

My Commission expires _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 12, 2001, by and between Alvin 'Bud' Davison and Miriam Davison, husband and wife as Lessor and Lance Oil & Gas Company, Inc., as Lessee.

Township 34 North, Range 110 West, 6th P.M.
Section 06: Lots 4 (29.97), 5 (30.52), 6 (30.94), 7 (31.35)
Township 34 North, Range 111 West, 6th P.M.
Section 01: Lots 1 (39.92), 2 (39.78), 3 (39.62), 4 (39.48), S½N½, N½SW¼, SE¼SW¼, SE¼
Section 02: Lots 1 (39.35), 2 (39.26), S½NE¼, N½SE¼
Township 35 North, Range 110 West, 6th P.M.
Section 31: Lots 3 (30.02), 4 (29.94)
Township 35 North, Range 111 West, 6th P.M.
Section 25: S½SW¼
Section 26: S½S½
Section 35: E½, NE¼NW¼, S½NW¼, E½SW¼, NW¼SW¼
Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼
Township 36 North, Range 111 West, 6th P.M.
Section 02: Lots 3(34.24), 4(34.38), NE¼SW¼, S½NW¼, SW½NE¼, less and except that part of a metes and bounds description falling in the NE¼SW¼ containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2-11-77 in Book 19, Page 118.
Section 03: Lot 1(34.45), SE¼NE¼

This Lease is made subject and subordinate to existing oil and gas leases dated May 2, 1997 and May 28, 1997 recorded in Bk. 105, Pg. 312 and Bk. 105, Pg. 373, Sublette County, State of Wyoming ("Bottom Leases"), the primary term of which expires May 2, 2002 and May 28, 2002. Notwithstanding anything to the contrary contained in this Lease or the Bottom Leases, the term of this Lease will commence concurrently with the termination or expiration of the Bottom Leases. Lessor covenants and agrees not to further extend, amend or modify said Bottom Leases.

Signed for Identification:

Alvin 'Bud' Davison

Miriam Davison

Producers 88 Paid-Up
Rev. No.2-8pt.

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By Cathy Scoter

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of November, 2001, but effective See Exhibit "A", by and between Karmen Marincic, a widow, whose post office address is P.O. Box 128, Daniel, WY 83115, hereinafter called Lessor (whether one or more) and Lance Oil and Gas Company, Inc. whose post office address is 12200 N. Pecos St., Denver, CO 80234, hereinafter called Lessee:.

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

See Exhibit "A" attached hereto and by this reference made a part hereof for description and additional lease provisions.

and containing 2360.10 acres, more or less, ("the Premises").

1. It is agreed that this lease shall remain in force for a term of five (5) years from see Exhibit "A" 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. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal part of sixteen percent (16.00%) of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, sixteen percent (16.00%) of the net proceeds realized by Lessee from the sale thereof; provided that Lessee shall have the continuing right to sell that Gas to itself or to an affiliate of Lessee, in which event the royalty shall be based upon the prevailing wellhead market price paid for Gas of similar quality in the same field (or if there is no such price prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements, including arrangements under which Lessee, or an affiliate, is purchaser, entered into on the same or nearest preceding date as the date on which Lessee, or an affiliate, commences its purchases hereunder; and further provided that the net proceeds or prevailing wellhead market price, as applicable, shall be after deduction for costs (third party charges and tariffs, and capital and operating costs incurred by Lessee) related to gathering, transporting, dehydrating, compressing, processing and treating the Gas.

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 described 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.

Karmen Marincic

376

STATE OF Wyoming }
} ss.
COUNTY OF Sublette }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of November, 2001, personally appeared Karmen Marcus, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

STATE OF _____ }
} ss.
COUNTY OF _____ }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2001, personally appeared _____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public

STATE OF _____ }
} ss.
COUNTY OF _____ }

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 2001, personally appeared _____, to me personally know, who, being by me duly sworn, did say that (s)he is the _____ of _____ and _____ 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

My Commission expires _____

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 12, 2001, by and between Karmen Marincic, a widow as Lessor and Lance Oil & Gas Company, Inc., as Lessee.

Township 34 North, Range 110 West, 6th P.M.
Section 06: Lots 4 (29.97), 5 (30.52), 6 (30.94), 7 (31.35)
Township 34 North, Range 111 West, 6th P.M.
Section 01: Lots 1 (39.92), 2 (39.78), 3 (39.62), 4 (39.48), S½N½, N½SW¼, SE¼SW¼, SE¼
Section 02: Lots 1 (39.35), 2 (39.26), S½NE¼, N½SE¼
Township 35 North, Range 110 West, 6th P.M.
Section 31: Lots 3 (30.02), 4 (29.94)
Township 35 North, Range 111 West, 6th P.M.
Section 25: S½SW¼
Section 26: S½S½
Section 35: E½, NE¼NW¼, S½NW¼, E½SW¼, NW¼SW¼
Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼
Township 36 North, Range 111 West, 6th P.M.
Section 02: Lots 3(34.24), 4(34.38), NE¼SW¼, S½NW¼, SW½NE¼, less and except that part of a metes and bounds description falling in the NE¼SW¼ containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2-11-77 in Book 19, Page 118.
Section 03: Lot 1(34.45), SE¼NE¼

This Lease is made subject and subordinate to existing oil and gas leases dated May 2, 1997 and May 28, 1997 recorded in Bk. 105, Pg. 510 and Bk. 105, Pg. 369, Sublette County, State of Wyoming ("Bottom Leases"), the primary term of which expires May 2, 2002 and May 28, 2002. Notwithstanding anything to the contrary contained in this Lease or the Bottom Leases, the term of this Lease will commence concurrently with the termination or expiration of the Bottom Leases. Lessor covenants and agrees not to further extend, amend or modify said Bottom Leases.

Signed for Identification:

Karmen Marincic

Karmen Marincic

379

Producers 88 Paid-Up
Rev. No.2-8pt.

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OIL AND GAS LEASE 287819

AGREEMENT, Made and entered into the 12th day of November, 2001, but effective see Exhibit "A", by and between Norman F. Pape and Barbara Pape, husband and wife, whose post office address is P.O. Box 144, Daniel, WY 83115, hereinafter called Lessor (whether one or more) and Lance Oil and Gas Company, Inc. whose post office address is 12200 N. Pecos St., Denver, CO 80234, hereinafter called Lessee:.

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

See Exhibit "A" attached hereto and by this reference made a part hereof for description and additional lease provisions.

and containing 2360.10 acres, more or less, ("the Premises").

1. It is agreed that this lease shall remain in force for a term of five (5) years from see Exhibit "A" 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. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal part of sixteen percent (16.00%) of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, sixteen percent (16.00%) of the net proceeds realized by Lessee from the sale thereof; provided that Lessee shall have the continuing right to sell that Gas to itself or to an affiliate of Lessee, in which event the royalty shall be based upon the prevailing wellhead market price paid for Gas of similar quality in the same field (or if there is no such price prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements, including arrangements under which Lessee, or an affiliate, is purchaser, entered into on the same or nearest preceding date as the date on which Lessee, or an affiliate, commences its purchases hereunder; and further provided that the net proceeds or prevailing wellhead market price, as applicable, shall be after deduction for costs (third party charges and tariffs, and capital and operating costs incurred by Lessee) related to gathering, transporting, dehydrating, compressing, processing and treating the Gas.

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 described 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.

Norman F. Pape

Norman F. Pape

Barbara Pape

Barbara Pape

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16TH day of November, 2001, personally appeared Norman F. Pape and Barbara Pape, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 5/17/02

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2001, personally appeared _____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 2001, personally appeared _____ to me personally know, who, being by me duly sworn, did say that (s)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 _____ acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

My Commission expires _____

_____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 12, 2001, by and between Norman F. Pape and Barbara Pape, husband and wife as Lessor and Lance Oil & Gas Company, Inc., as Lessee.

Township 34 North, Range 110 West of the 6th P.M.
Section 06: Lots 4 (29.97), 5 (30.52), 6 (30.94), 7 (31.35)
Township 34 North, Range 111 West of the 6th P.M.
Section 01: Lots 1 (39.92), 2 (39.78), 3 (39.62), 4 (39.48), S½N½, N½SW¼, SE¼SW¼, SE¼
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Section 31: Lots 3 (30.02), 4 (29.94)
Township 35 North, Range 111 West of the 6th P.M.
Section 25: S½SW¼
Section 26: S½S½
Section 35: E½, NE¼NW¼, S½NW¼, E½SW¼, NW¼SW¼
Township 36 North, Range 112 West of the 6th P.M.
Section 25: N½NE¼, SW¼NE¼, N½SE¼, SE¼SE¼
Township 36 North, Range 111 West, 6th P.M.
Section 02: Lots 3(34.24), 4(34.38), NE¼SW¼, S½NW¼, SW½NE¼, less and except that part of a metes and bounds description falling in the NE¼SW¼ containing 3.12 acres, more or less, more fully described in Warranty Deed recorded 2-11-77 in Book 19, Page 118.
Section 03: Lot 1(34.45), SE¼NE¼

This Lease is made subject and subordinate to existing oil and gas leases dated May 2, 1997 and May 28, 1997 recorded in Bk. 105, Pg. 317 and Bk. 105, Pg. 360, Sublette County, State of Wyoming ("Bottom Leases"), the primary term of which expires May 2, 2002 and May 28, 2002. Notwithstanding anything to the contrary contained in this Lease or the Bottom Leases, the term of this Lease will commence concurrently with the termination or expiration of the Bottom Leases. Lessor covenants and agrees not to further extend, amend or modify said Bottom Leases.

Signed for Identification:

Norman F. Pape

Barbara Pape

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM A.A.P.L. NO. 753
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800 TULSA, OK 74101

AAPL FORM 753

CHANGE OF LEASE DESCRIPTION

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

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, DOLAR ENERGY, LLC, hereinafter referred to as "Lessee", is the present owner of all rights, title, and privileges under that certain oil, gas and mineral lease dated April 6, 2001, XX, executed by Gordon M. Mickelson, Trustee of the Betty M. Thompson Testamentary Family Trust, as Lessor, whereby a Memorandum of Oil and Gas Lease is and recorded in Book 118 O&G at Page 144, Public Records of Sublette County, State of Wyoming, covering certain land situated in the said County and State, said land being more particularly described in said lease, reference to said lease and to the record thereof being here made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to amend said lease so as to correct the description of the land intended to be included in said lease;

NOW, THEREFORE, in consideration of the premises and One Dollar ($1.00) cash in hand paid by Lessee to the other parties who execute this instrument, hereinafter referred to as Lessor (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, we, the undersigned, as Lessor, do hereby agree with Lessee that said instrument shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described as follows:

Township 29 North, Range 113 West, 6th P.M.

Section 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼

Section 6: Lots 5, 6, 7, SE¼, E½SW¼, SE¼NW¼

287853

RECORDED Dec 14 2001 8:25 AM
IN BOOK 120 O&G PAGE 382
FEES $ 8.00 Mary L. Huff COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Yates

County of Sublette, State of Wyoming,

and containing 917.01 acres, more or less, it being the intent and purpose of the Lessor to include in such lease all of the lands owned by the said Lessor within or which adjoin the lands last above described.

Lessor hereby in all things adopts, ratifies and confirms said lease as the same is hereby amended, and hereby leases, demises and lets all of the acreage above described and referred to unto Lessee subject to and under the terms and provisions of said lease; and such lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

WITNESS our hands and seals this the 4th day of December, XX 2001.

DOLAR ENERGY, LLC

X _____

Mark S. Dolar

_____

_____

Lessee

X Gordon M. Mickelson

Gordon M. Mickelson, Trustee of the Betty M. Thompson Testamentary Family Trust

_____

_____

Lessor

INDIVIDUAL NOTARY

STATE OF Wyoming)
)ss
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Gordon M. Mickelson, Trustee of the Betty M. Thompson Testamentary Family Trust 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 4th day of December, 2001.

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

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 30th day of November 2001.

My commission expires:

01-05-04

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2660 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

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

LEI-2000-3

287854

RECORDED Dec. 14 2001 8:40 AM
IN BOOK 120 OR6 PAGE 384
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Baker
Caroline C.M.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of June, 2001, by and between Carolyn McGinnis, Administratrix of the Estate of Aaron H. McGinnis, deceased, whose post office address is Fountain Creek Lane, Wyoming 83123, hereinafter called Lessor (whether one or more) and GUNDRY-WHITE PROPERTIES, LLC. Whose post office address is 518 17th Street, Suite 1108, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 27: S/2SW/4
Section 28: Lot 10, SE/4SE/4
Section 33: NE/4, N/2SE/4, SW/4SE/4, Lots 1,4,5, 8
Section 34: W/2NW/4

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 653.38 acres, whatever more or less.

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

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-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.

Caroline
~~Carolyn~~ McGinnis, Administratrix
ID #

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Wyoming }
} SS
COUNTY OF ~~Sublette~~ Lincoln }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of June, 2001, personally appeared Caroline ~~Carolyn~~ McGinnis, Administratrix of the Estate of Aaron H. McGinnis, deceased, 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: 8-12-03

Janet Paulson
Notary Public
Address Kemmerer WY

Address

JANET PAULSON
Notary Public
Lincoln County, WY
My Commission Expires
8-12-03

RELEASE

COMPASS BANK ("Compass") is the present legal and equitable owner and holder of certain indebtedness owing by CHOCTAW II OIL & GAS, LTD. ("Choctaw") as evidenced by that certain promissory note (the "Compass Note") dated as of March 31, 2000 in the original principal amount of $50,000,000 executed by Choctaw payable to the order of Compass. The proceeds of such indebtedness were used, in part, to refinance certain indebtedness previously owing by Choctaw to The Chase Manhattan Bank ("Chase") (successor in interest to Texas Commerce Bank National Association and Chase Bank of Texas, National Association) as evidenced by that certain promissory note (the "Chase Note") dated as of March 1, 1996 in the original principal amount of $12,000,000 executed by Choctaw payable to the order of Chase and, in connection therewith, Chase assigned to Compass all of its rights, titles and interests in and to the Chase Note, together with all of its rights, titles and interests in and to any and all liens and security interests securing the Chase Note.

Choctaw has now tendered to Compass payment in full of the Compass Note and has requested a full release of all liens and security interests securing payment of the Compass Note, whether executed directly in favor of Compass or originally executed in favor of Chase and thereafter assigned by Chase to Compass.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Compass does hereby RELEASE and DISCHARGE each and every lien and security interest securing payment of the Compass Note, whether executed directly in favor of Compass or originally executed in favor of Chase and thereafter assigned by Chase to Compass, including without limitation the liens and security interests filed in the jurisdictions described on Exhibit A hereto covering and upon, among other properties, the properties described on Exhibit B hereto.

EXECUTED this 14th day of November, 2001.

COMPASS BANK

By: Dorothy Marchand
Name: Dorothy Marchand
Title: Senior Vice President

287855
RECORDED Dec. 14 2001 9:00AM
IN BOOK 120 O+G PAGE 386
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

JP MORGAN CHASE BANK (successor in interest to The Chase Manhattan Bank) hereby joins in this Release for the purpose of releasing any interests that, under applicable filings with respect to any liens or security interests which were granted as security for the Chase Note, it may be shown as having in and to such liens and security interests and for the purpose of acknowledging that it has heretofore assigned to Compass all of its rights, titles and interests in and to all such liens and security interests.

JP MORGAN CHASE BANK
(successor in interest to The Chase Manhattan Bank)

By: _____
Name: RUSSELL A. JOHNSON
Title: VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 19th, 2001, by DOROTHY E. MARCHAND, SENIOR V.P. of Compass Bank, an Alabama state chartered banking institution, on behalf of said banking institution.

ELLAN WATKINS
NOTARY PUBLIC
State of Texas
Comm Exp 06-15-2004

Ellan Watkins
Notary Public in and for the State of Texas
Printed Name: ELLAN WATKINS
My commission expires: 6/15/2004

HOUSTON:014020/0035:683897v1

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 20, 2001, by Russell A. Johnson, Vice President of JP MORGAN CHASE BANK, a New York banking corporation, on behalf of said banking corporation.

GWEN BOWDEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 7-12-2005

Gwen Bowden
Notary Public in and for the State of Texas
Printed Name: Gwen Bowden
My commission expires: 7/12/2005

[redacted] [redacted] [redacted]

EXHIBIT "A"

Mortgage, Assignment of Production, Security Agreement and Financing Statement dated December 30, 1992, between Choctaw II Oil & Gas, Ltd. and Texas Commerce Bank National Association.

Colorado:		
Moffat County	Mortgage:	Book 662, Page 915
	Financing Statement:	Book 662, Page 957
Washington County	Mortgage:	Book 921, Page 748
	Financing Statement:	Book 921, Page 789
Montana:		
Fallon County	Mortgage:	Book 56, Page 284
	Financing Statement:	No. 62709
Richland County	Mortgage:	Book B139, Page 806
	Financing Statement:	No. 21113
Roosevelt County	Mortgage:	Book 548, Page 554
	Financing Statement:	No. 15128
North Dakota:		
Billings County	Mortgage:	Book 76, Page 345
	Financing Statement:	No. 93-000303370
Bowman County	Mortgage:	Document No. 134383
	Financing Statement:	No. 93-000304083
Dunn County	Mortgage:	Book 112, Page 336
	Financing Statement:	No. 93-000303774
McKenzie County	Mortgage:	Document No. 315629
	Financing Statement:	No. 93-000304051
Williams County	Mortgage:	Document No. 547851
	Financing Statement:	No. 93-000303763
Wyoming:		
Campbell County	Mortgage:	Book 1223, Page 18
	Financing Statement:	Book 1223, Page 87
Carbon County	Mortgage:	Book 892, Page 52
	Financing Statement:	Book 892, Page 105
Converse County	Mortgage:	Book 1029, Page 584
	Financing Statement:	Book 1029, Page 629
Lincoln County	Mortgage:	Book 322PR, Page 522
	Financing Statement:	Book 322PR, Page 671
Natrona County	Mortgage:	Document No. 518435
	Financing Statement:	Document No. 519166
Sweetwater County	Mortgage:	Book 834, Page 366
	Financing Statement:	Book 834, Page 417
Uinta County	Mortgage:	Book 608, Page 560
	Financing Statement:	Book 609, Page 207

EXHIBIT "A"

Mortgage, Assignment of Production, Security Agreement and Financing Statement dated March 1, 1996, between Choctaw II Oil & Gas, Ltd. and Texas Commerce Bank National Association.

Colorado:		
Moffat County	Mortgage:	Book 1996L, Page 1731
	Financing Statement:	Book 1996U, Page 205
Washington County	Mortgage:	Book 939, Page 697
	Financing Statement:	Book 939, Page 755
Montana:		
Fallon County	Mortgage:	Book 61, Page 373
	Financing Statement:	Book 431, Page 61
Richland County	Mortgage:	Book B149, Page 466
	Financing Statement:	No. 21533
Roosevelt County	Mortgage:	Book B572, Page 127
	Financing Statement:	No. 15414
North Dakota:		
Billings County	Mortgage:	Volume 83, Page 547
	Financing Statement:	No. 97-000705281
Bowman County	Mortgage:	Document No. 144642
	Financing Statement:	No. 97-000705334
Burke County	Mortgage:	Book 169, Page 17
	Financing Statement:	None
Divide County	Mortgage:	Book 210M,Page 59
	Financing Statement:	None
Dunn County	Mortgage:	Book 120, Page 559
	Financing Statement:	No. 96-000596111
		No. 97-000704980
McKenzie County	Mortgage:	Document No. 324838
	Financing Statement:	Document No. 324838
Williams County	Mortgage:	Document No. 564446
	Financing Statement:	No. 96-000596194

[redacted] [redacted] [redacted]

EXHIBIT "A"

Mortgage, Assignment of Production, Security Agreement and Financing Statement dated March 1, 1996, between Choctaw II Oil & Gas, Ltd. and Texas Commerce Bank National Association.

Wyoming:		
Campbell County	Mortgage:	Book 1381, Page 104
	Financing Statement:	#U198112, Book 516, Page 96 And Book 1381, Page 57
Carbon County	Mortgage:	Book 929, Page 119
	Financing Statement:	Book 929, Page 120
Converse County	Mortgage:	Book 1094, Page 254
	Financing Statement:	#818071
Lincoln County	Mortgage:	Book 382, Page 769
	Financing Statement:	None
Natrona County	Mortgage:	Instrument No. 578309
	Financing Statement:	Instrument No. 578310
Sweetwater County	Mortgage:	Book 874, Page 1299
	Financing Statement:	U224057
Uinta County	Mortgage:	Book 664, Page 147
	Financing Statement:	Book 684, Page 218

EXHIBIT "A"

Modification Agreement dated March 1, 1999, between Choctaw II Oil & Gas, Ltd. and Chase Bank of Texas, National Association.

Colorado:	
Moffat County	Book 1999L, Page 1418
Washington County	Book 956, Page 442
Weld County	Document No. 2689320
Montana:	
Fallon County	Book 144, Page 147
Richland County	Book B-159, Page 903
Roosevelt County	Book 595, Page 434
North Dakota:	
Billings County	Book 87, Page 247
Bowman County	Document No. 152332
Burke County	Book 169, Page 17
Divide County	Book 210-M, Page 59
Dunn County	Document No. 3001536
McKenzie County	Document No. 334850
Williams County	Document No. 585958
Wyoming:	
Campbell County	Book 1536, Page 614
Carbon County	Book 969, Page 205
Converse County	Book 1145, Page 168
Laramie County	Book 1516, Page 1529
Lincoln County	Book 428, Page 371
Natrona County	Instrument No. 632540
Niobrara County	Book 398, Page 450
Sublette County	Book 111, Page 1
Sweetwater County	Book 914, Page 594
Uinta County	Book 714, Page 183
Weston County	Book 239, Page 276

EXHIBIT "A"

Mortgage, Assignment of Production, Security Agreement and Financing Statement dated March 31, 2000, between Choctaw II Oil & Gas, Ltd. and Compass Bank.

Colorado:		
Washington County	Mortgage:	Book 962, Page 174, Document No. 820013
	Financing Statement:	Book 962, Page 173, Document No. 820012
Montana:		
Richland County	Mortgage:	Book B164, Page 1
	Financing Statement:	No. 501456
Roosevelt County	Mortgage:	Book 598, Page 360
	Financing Statement:	No. 15676
Sheridan County	Mortgage:	Film 596, Exp. 319
	Financing Statement:	Film 596, Exp. 358
North Dakota:		
McKenzie County	Mortgage:	Document No. 336835
	Financing Statement:	Document No. 336834
Williams County	Mortgage:	Document No. 590682
	Financing Statement:	Document No. 590681
Wyoming:		
Carbon County	Mortgage:	Book 986, Page 48, Document No. 889201
	Financing Statement:	Book 986, Page 47, Document No. 889200

CHOCTAW II OIL & GAS,
REPORT NAME: Exhibit "A"
(RP_EXH01)

EXHIBIT B

Date: 11/02/2001
Page: 1

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY025 BIG PINEY-LA BARGE							
0001-00	USA W-58386	MARGARET H WYGOCKI	04/01/1977	/		199.6400	SUBLETTE COUNTY, WYOMING T 27 N - R 114 W SEC 17: LOT 8 (39.64 ACS) - SUBJECT TO RN SEC 21: NE - SUBJECT TO MR

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

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

THAT, subject to the terms, reservations and conditions hereinafter set forth, CHOCTAW II OIL & GAS, LTD., a Texas limited partnership, whose address is 808 Travis, Suite 1700, Houston, Texas 77002 (hereinafter referred to as "Assignor"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto NANCE PETROLEUM CORPORATION, a Montana corporation, whose address is 550 North 31st Street, Suite 500, Billings, Montana 59011 (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to the following, other than the Excluded Assets defined in subparagraph (f) below (hereinafter referred to as the "Interests"):

(a) All of Assignor's interests, in and to the entire estates created by the leases, licenses, permits and other agreements described in Exhibit "A" (the "Leases") and the lands described in Exhibit "A" (the "Lands"), and including all of Assignor's interests in and to its oil and gas assets within the states of Montana, North Dakota, Wyoming, and Colorado whether correctly described herein unless specifically included within the Excluded Assets, together with (i) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the surface of the Lands that may be necessary, convenient or incidental to the possession and enjoyment of the Leases, (ii) all rights in respect of any pooled, communitized, or unitized acreage located in whole or in part within the Lands by virtue of the Leases, including rights to production from the pool, communitized area, or unit allocated to any Lease being a part thereof, regardless of whether such production is from the Lands, (iii) all rights, options, titles and interests of Assignor granting Assignor the right to obtain, or otherwise earn interests within the Lands no matter how earned, and (iv) all tenements, hereditaments and appurtenances belonging to any of the foregoing;

(b) The undivided interests in and to all of the oil and gas wells, saltwater disposal wells and injection wells (the "Wells") as set forth in Exhibit "A" together with all hydrocarbons produced from the Wells and Leases and all of the personal property, fixtures and improvements now or as of the Effective Time (as defined below) on the Lands, appurtenant thereto or used in connection therewith or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereunto belonging including, without

JGW\CHOCTAW\NANCE ASGN.DOC

RECORDED Dec. 14 2019 9:00 A.M.
IN BOOK 120 046 PAGE 396
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

limitation, all pipe, fittings and other equipment located in the Sydney, Montana yard, and any other Williston Basin yards;

(c) The contracts and contractual rights, obligations and interests, including all farmout agreements, farmin agreements, drilling contracts, operating agreements, sales contracts, saltwater disposal agreements, division orders and transfer orders and other contracts or agreements covering or affecting any or all of the Leases and/or Lands (the "Contracts");

(d) The easements, licenses, authorizations, permits, rights of way, servitudes, surface leases, the building lease for the Sydney, Montana field office and similar rights and interests applicable to the ownership or operation of the Wells;

(e) Insofar as such pertain to the Leases, Lands, Wells and the other equipment, personal property, Contracts and other matters described herein, all books, records, reports, manuals, files, title documents, including correspondence, records of production maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, and other written material relating to the Interests and in Assignor's possession, including without limitation, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal income tax returns and records) and files, maps, core data, hydrocarbon analyses, well logs, mud logs, field studies, together with other files, contracts, and other records and data, including all geologic and geophysical data and seismic of Assignor relating to the Interests (the "Records"); however, Assignor shall have no obligation to furnish Assignee any data or information which Assignor cannot provide to Assignee because of third party restrictions; and

(f) As used herein, "Excluded Assets" means (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Texas Uniform Commercial Code) attributable to the Interests with respect to any period of time prior to the Effective Time; (b) all claims and causes of action of Assignor (i) arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time, (ii) arising under or with respect to any contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or (iii) with respect to any of the Excluded Assets; (c) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time; (d) all substances produced and sold from the Lands and Leases with respect to all periods prior to the Effective Time, together with all proceeds from or of such substances; (e) claims of Assignor for refunds of or loss carry forwards with respect to (i) production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes, or (iii) any taxes attributable to the Excluded Assets; (f) all

amounts due or payable to Assignor as adjustments to insurance premiums related to the Interests with respect to any periods prior to the Effective Time; (g) all proceeds, income or revenues (and any security or other deposits made) attributable to (i) the Interests for any period prior to the Effective Time, or (ii) any Excluded Assets; (h) all personal computers and associated peripherals and all radio and telephone equipment except that which is located on the Wells; (i) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) Assignor's interests in Blaine, Choteau and Hill Counties, Montana, which collectively comprise the Bearpaw Prospect; (k) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (l) data that cannot be disclosed or assigned to Assignee as a result of confidentiality arrangements under agreements with persons unaffiliated with Assignor; (m) all audit rights arising under any contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets; (n) all of Assignor's rolling stock, including, without limitation, nine (9) pickup trucks; and (o) all (i) agreements and correspondence between Assignor and its representatives and any affiliates thereof relating to the transactions contemplated in this Agreement, (ii) lists of prospective purchasers for such transactions compiled by Assignor or its representatives, (iii) bids submitted by other prospective purchasers of the Interests, (iv) analyses by Assignor or its representatives of any bids submitted by any prospective purchaser, (v) correspondence between or among Assignor or its representatives, or either of their respective representatives, and any prospective purchaser other than Assignee, and (vi) correspondence between Assignor or its representatives, or any of their respective representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of its representatives or the transactions contemplated in this Agreement.

To have and to hold forever subject to the terms hereof.

Assignee shall assume all of Assignor's plugging, replugging, abandonment, removal, disposal and restoration obligations associated with the Interests acquired hereunder. Such obligations being assumed shall include, but not be limited to, all necessary and proper plugging and abandonment and/or removal and disposal of all of the wells, whether pre-existing or drilled by Assignor, and all structures, personal property, and equipment located on or associated with the Leases, the necessary and proper capping and burying of all associated flow lines, and any necessary disposal of naturally occurring radioactive material (NORM) or asbestos except those matters which are asserted as Environmental Defects and which remain uncured. All plugging, replugging, abandonment, removal, disposal and restoration operations shall be in compliance with applicable laws, rules and regulations and conducted in a good and workmanlike manner.

Assignor and Assignee shall indemnify each other as follows:

(1) Including any "Environmental Claim" as defined in (3) hereinbelow, Assignee shall defend, indemnify and save and hold harmless Assignor against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times on and after the Effective Time.

(2) Excluding (i) any "Environmental Claim" as defined in (3) hereinbelow, Assignor shall defend, indemnify and save and hold harmless Assignee against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times prior to the Effective Time.

(3) Notwithstanding any terms contained in (1) and (2) above, but in furtherance of same, Assignee expressly agrees to fully and promptly pay, perform and discharge, defend, indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, resulting from any "Environmental Claim" as hereinafter defined arising out of any operations conducted, commitment made or any action taken or omitted at any time, whether accruing or relating to times prior to or after the Effective Time, with respect to the Interests. For purposes of this paragraph "Environmental Claim" shall mean any claim, demand or cause of action asserted by any governmental agency or any person, corporation or other entity for personal injury (including sickness, disease or death), property damage or damage to the environment resulting from the discharge or release of any chemical, material or emission into one or more of the environmental media at or in the vicinity of the Interests.

(4) Notwithstanding the provisions of Paragraph (3) above, if after the Closing, but in no event later than one (1) year after the Closing Date, any third party other than Assignee asserts an Environmental Claim which occurred prior to the Effective Time and the cost to remediate same in accordance with applicable environmental laws exceeds Twenty Thousand and No/100 Dollars ($20,000.00) ("Retained Environmental Liability"), Assignee may notify Assignor in writing to assume such claim relating to the Retained Environmental Liability in accordance with the terms of this Paragraph (4). Such written notice shall describe the details known to Assignee of the claim relating to the Retained Environmental Liability and Assignee shall concurrently furnish to Assignor all information available to Assignee relating to such claim. If Assignee timely notifies Assignor of such claim relating to a Retained Environmental Liability on or before one (1) year after the Closing Date, Assignor shall retain the risk, cost, expense and liability related to such Retained Environmental Liability. It is agreed that Assignor and Assignee

will cooperate with each other in connection with the disposition of the Retained Environmental Liability which shall require either (i) remediation, (ii) reacquisition of the affected Interests by Assignor (taking into consideration the Allocated Value therefor less net profits owed or received by Assignee and the value added by subsequent development or operations), or (iii) such other disposition as Assignor and Assignee shall mutually agree. However, for Interests which were operated by Assignor as of the Effective Time, if Assignor and Assignee are unable to agree upon the disposition of the Retained Environmental Liability, Assignor shall be required to remediate same at its sole risk, cost, expense and liability in accordance with applicable environmental law and for non-operated Interests operated by Assignor as of the Effective Time, Assignor shall pay to Assignee the share of costs required to remediate the Retained Environmental Liability. Notwithstanding the foregoing, if the parties cannot agree on the cost to remediate a Retained Environmental Liability, such issue shall be submitted to binding arbitration.

(5) THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNEE AND ASSIGNOR ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES EXCEPT FOR TITLE AS HEREIN PROVIDED. WITHOUT LIMITATION OF THE FOREGOING, THE INTERESTS SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT THE INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES,

SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM") IN, ON, OR UNDER THE INTERESTS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE INTERESTS, AND ASSIGNEE SHALL, EXCEPT AS PROVIDED OTHERWISE HEREIN, ACCEPT ALL OF THE SAME "AS IS, WHERE IS". WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, PRICING ASSUMPTIONS OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OR POTENTIAL OF THE INTERESTS TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE INTERESTS OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR, OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION, AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE OR DISCLOSED TO ASSIGNEE ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

This instrument is with special warranty of title, by, through and under Assignor, but not otherwise.

This instrument is made expressly subject to that certain Purchase and Sale Agreement dated September 28, 2001, by and between Assignor and Assignee (the "Purchase and Sale Agreement").

Assignor and Assignee agree that they shall execute and deliver to each other any other instrument necessary to accomplish the transaction contemplated by this Assignment.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land.

This Assignment is being executed in several counterparts all of which are identical, except that to facilitate recordation, only that portion of Exhibit "A" which

contains specific descriptions of the Interests located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and other portions of Exhibit "A" are included by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire Exhibit A have been retained by Assignor and Assignee.

EXECUTED this 29th day of November, 2001, but EFFECTIVE as of September 1, 2001 (the "Effective Time").

ASSIGNOR:

CHOCTAW II OIL & GAS, LTD.

By: Choctaw Corporation,
its General Partner

By: _____
W. Russell Brown, Jr.,
President

ASSIGNEE:

NANCE PETROLEUM CORPORATION

By: _____
Ronald B. Santi,
Vice President, Land

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of November, 2001, by W. Russell Brown, Jr., President of Choctaw Corporation, general partner of CHOCTAW II OIL & GAS, LTD., a Texas limited partnership, on behalf of said partnership.

A. FRANK KLAM
MY COMMISSION EXPIRES
March 10, 2004

Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of November, 2001, by Ronald B. Santi, Vice President, Land of NANCE PETROLEUM CORPORATION, a Montana corporation, on behalf of said corporation.

A. FRANK KLAM
MY COMMISSION EXPIRES
March 10, 2004

Notary Public in and for
the State of Texas

CHOCTAW II OIL & GAS,
REPORT NAME: Exhibit "A"
(RP_EXH01)

Exhibit A

Date: 11/02/2001

LEASE #	LESSOR NAME	LESSEE	EFF. DATE	BOOK/PAGE	REGISTRY	GROSS ACRES	LEGAL DESCRIPTION
Prospect: WY025 BIG PINEY-LA BARGE							
0001-00	USA W-58386	MARGARET H WYGOCKI	04/01/1977	/		199.6400	SUBLETTE COUNTY, WYOMING T 27 N - R 114 W SEC 17: LOT 8 (39.64 ACS) - SUBJECT TO RN SEC 21: NE - SUBJECT TO MR

404

EXHIBIT "H"

Attached to and made a part of that Operating Agreement
Dated October 30, 1998 by and between ULTRA RESOURCES, INC. (Operator)
ARROWHEAD RESOURCES (USA) INC. Non-Operator)

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, ULTRA RESOURCES, INC.(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 ARROWHEAD RESOURCES (USA) LTD. as "Non-Operator".

Such Operating Agreement is dated October 30, 1998, and effective as of the 19 day of August, 1998, as the same may have been 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 inSublette 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.

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

287864

RECORDED Dec. 17 2019 9:35 AM
IN BOOK 120 O+G PAGE 405
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 30th day of October, 1998, but effective as of the date of the Operating Agreement above-mentioned.

ULTRA RESOURCES, INC. (OPERATOR)

By: _____
Name: R. G. "Jerry" Albertas
Title: President

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By: _____
Name: Mark C. Jarvis
Title: Secretary

STATE OF COLORADO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by _____ as _____ of _____, a _____ corporation, on behalf of the corporation.

My commission expires:

_____
Name

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Individual acknowledgment:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____.

(Seal, if any) _____

Title (and Rank) _____

My commission expires: _____

STATE OF COLORADO)
)Ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 30 day of October, 1998, before me, the undersigned authority, personally came and appeared R.G "Jerry" Albertus as President of Ultra Resources, Inc., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC E. MARKS STATE OF COLORADO

Notary Public

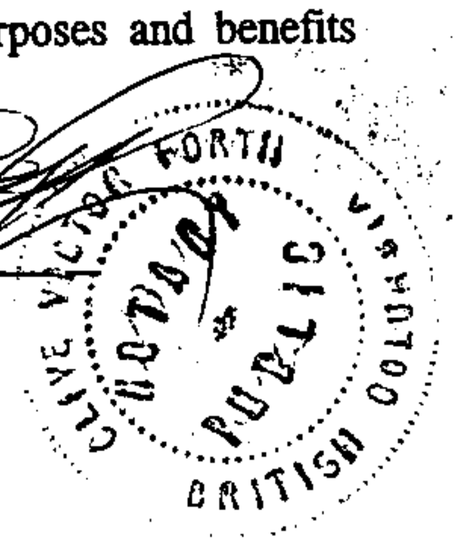
My commission expires:

MY COMMISSION EXPIRES MARCH 17, 2000

PROVINCE OF BRITISH COLUMBIA)
)
CITY OF VANCOUVER)

BE IT KNOWN, that on this 30th day of November, 1998, before me, the undersigned authority, personally came and appeared **Mark Jarvis as Secretary of Arrowhead Resources (USA) Ltd.,** to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Secretary of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

Notary Public



My commission is unlimited.

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN MODEL FORM OPERATING AGREEMENT DATED OCTOBER 30, 1998, BY AND BETWEEN ULTRA RESOURCES, INC. AND ARROWHEAD RESOURCES (USA) LTD.

1. Lands Subject to This Agreement:

East Warbonnet Prospect:
T30N-R108W

Section 23: All
Section 24: N/2, SW/4, N/2SE/4, SE/4SE/4
Section 25: NW/4NW/4, S/2SW/4
Section 26: All
Section 27: E/2, E/2W/2

Gemini Prospect:
T32N-R109W

Section 4: Lots 1, 2, 3, 11, 12, 13, 14
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: E/2

T32N-R108W

Section 7: All
Section 18: All except Lot 1
Section 19: All

2. Oil and Gas Leases subject to this agreement:

WYW-15314	WYW-16158	WYW-16162
WYW-16161	WYW-018039	WYW-118157
WYW-143660	WYW-143661	WYW-135124
WYW-129610	WYW-135123	

HP11067A – Peter S. Olson, Et ux

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.

See Exhibit "A"

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 (Subleasee)*** **McMurry Energy Company 25.00%**
   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
See Exhibit "A" Attached hereto	100.0000%	80.0000%	20.0000%	0.0000%	7.5000%

In so far and only in so far as to those depths below the base of the Fort Union Formation which is defiend as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells:

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

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

287872

RECORDED Dec 17 2001 1:30 PM
IN BOOK 190 O+G PAGE 410
FEES $28.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This 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)

$28.00

EXHIBIT "A"

To that Certain Transfer of Oprating Rights fromAztec Energy Company, as Transferor, and McMurry Energy Company, et al as Trasnferees, dated October 12, 2001.

SERIAL NUMBER	LEASE FFECTIVE DATE	LEGAL DESCRIPTION	OVERRIDING ROYALTY RESERVED	PREVIOUSLY RESERVED OR CONVEYED	RECORDING DATA
WYW-121407 - U.S.A	September 1, 1990	Township 32 North, Range 110 West, 6th P.M. Section 18: Lots 1-4, E/2W/2, E/2 Section 19: Lots 1-4, E/2W/2, E/2 Containing 1,197.67 acres, more or less	None	7.50%	Book 99, Page 266
WYW-121408 - U.S.A	September 1, 1990	Township 32 North, Range 110 West, 6th P.M. Section 20: W/2, W/2E/2 Containing 480 acres, more or less	None	7.50%	Book 99, Page 264
WYW-118668 - U.S.A	January 1, 1990	Township 32 North, Range 110 West, 6th P.M. Section 30: Lots 1-4, E/2W/2, E/2 Containing 601.21 acres more or less	None	7.50%	Book 98, Page 575
WYW-131389 - U.S.A	February 1, 1994	Township 32 North, Range 110 West, 6th P.M. Section 29: W/2, W/2NE Containing 400 acres, more or less	None	7.50%	Book 103, Page 540
WYW-102774 - U.S.A.	January 1, 1988	Township 32 North, Range 111 West, 6th P.M. Section 23: N/2, SW/4, NE/4SE/4, S/2SE/4 Section 24: All Section 25: E/2, E/2NW/4 Containing 1640 acres, more or less	None	7.50%	Book 98, Page 554

411

[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.

Nerd Energy, Inc. 20.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 30.00%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 5.0%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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; (c) 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 22nd day of October 2001 Executed this _____ day of _____, 19____

Name of Transferor **AZTEC ENERGY COMPANY** **MCMURRY ENERGY COMPANY**
Please type or print

Transferor Dean C. Pelley, President **Transferee** _____
or (Signature) or (Signature)

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

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(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.

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.

Nerd Energy, Inc. 20.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 30.00%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 5.0%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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 **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

Executed this 12th day of October, 2004

MCMURRY ENERGY COMPANY

Transferee _____
or (Signature)

Attorney-in-fact _____
G. Steven Van Hook, Attorney-in-fact

BURDEN HOURS STATEMENT

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

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

[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.

Nerd Energy, Inc. 20.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 30.00%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 5.0%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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____ Executed this 12 day of October, 19 2001

Name of Transferor **AZTEC ENERGY COMPANY**
Please type or print

NERD ENERGY, INC.

Transferor _____
or (Signature)

Transferee Gary E. Bass
or (Signature)

Attorney-in-fact _____
(Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

BURDEN HOURS STATEMENT

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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.

Nerd Energy, Inc. 20.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 30.00%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 5.0%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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.
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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____ Executed this 17th day of October, 19 2001

Name of Transferor **AZTEC ENERGY COMPANY**
Please type or print

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

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

BIG WEST OIL AND GAS, INC.

Transferee _____
or (Signature)
Marvin D. Brittenham, Vice President, Exploration
Attorney-in-fact _____
(Signature)

AHW

BURDEN HOURS STATEMENT

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[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.

Nerd Energy, Inc. 20.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 30.00%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 5.0%
950-17th Street, Suite 2600
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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.

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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 **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

Executed this **7th** day of **November**, **2001**

Transferee AEC OIL AND GAS (USA), INC.
or **Jon Grannis** (Signature) **Vice 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 Texas)
)§
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me this 22nd day of October, 2001
By Dan C. Perry, as President of Aztec Energy Corporation
a Utah corporation, on behalf of the corporation
Witness my hand and official seal.

LISA D. GARCIA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
July 1, 2002

Lisa D. Garcia
Notary Public

My commission expires: July 1, 2002

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of October, 2001
By G. Steve VanHook, as Attorney in fact of MC Mining Energy,
a Delaware 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 _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By _____, as _____ of _____,
a _____ corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 12th day of October, 2001
By Cary E. Brus, as Vice President of Nerd Energy Inc,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

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

Thomas R Blevins
Notary Public

My commission expires: 6 April 2003

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Utah)
)§
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 17th day of October, 20 01
By Marvin D. Brittenham , as V.P., Exploration of Big West Oil & Gas Inc.,
a Utah corporation, on behalf of the corporation
Witness my hand and official seal.

Launa Badovinac
Notary Public

SEAL

My commission expires: _____

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
My Commission Expires
September 22, 2004
STATE OF UTAH

****

STATE OF **Colorado**)
)§
COUNTY OF **Denver**)

The foregoing instrument was acknowledged before me this **7th** day of **November** 20**01**
By **Jon Grannis**, as **Vice President** of **AEC Oil & Gas (USA) Inc.**
a **Delaware** corporation, on behalf of the corporation
Witness my hand and official seal.

JUANELL R. KOSACZ NOTARY PUBLIC STATE OF COLORADO

Juanell R. Kosacz
Notary Public **Juanell R. Kosacz**

My Commission Expires 01/18/2004

My commission expires: ~~01/18/2004~~

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

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.)
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-102774

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Subleasee)*** **McMurry Energy Company 31.25%**
   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 32 North, Range 111 West, 6th P.M. Section 23: NW/4SE/4 Containing 40 acres more or less Sublette County, Wyoming In so far and only in so far as to those depths below the base of the Fort Union Formation which is defiend as 300 feet below the stratigraphic equivalent of the formation characteristics identified on the open hole logs at the referenced depth of the closest of the following six (6) referenced wells: 1) 7,262 feet in the Cottonwood #32-33 well, located in the SW NE of Sec. 33-T32N-R111W. 2) 8,535 feet in the Mesa Federal #22-2 well, located in the SE NW of Sec. 2-T31N-R110W. 3) 6,870 feet in the Billy #33-16 well, located in the NW SE of Sec. 16-T31N-R111W. (4) 6, 790 feet in the Ross "A" Federal #13-19 Well, located in the NWSW of Sec. 19-T30N-R110W. (5) 8,010 feet in the Paradise #23-31 well, located in the NE SW (Lot 7) of Sec. 31-T31N-R109W. (6) 8, 686 feet in the Luman #11-25 well, located in the NE SW of Sec. 25-T32N-R110W. all of the above six (6) wells are located in Sublette County, Wyoming.	100.0000%	100.0000%	0.0000%	0.0000%	7.5000%

287873

RECORDED Dec 17 2001 4:30PM
IN BOOK 120 016 PAGE 422
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

By Cathy Seaton

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)

#26

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.

Nerd Energy, Inc. 25.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 37.50%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 6.25%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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; (c) 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 22nd day of October 2001 Executed this _____ day of _____, 19____

Name of Transferor **AZTEC ENERGY COMPANY**
Please type or print

Transferor Dan C. Perry, President **Transferee** **See Attached**
or (Signature) or
Attorney-in-fact _____ Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)
San Antonio, Texas 78209
(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.

[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.

Nerd Energy, Inc. 25.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 37.50%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 6.25%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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____ Executed this 12th day of October, 2001

Name of Transferor **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

McMurry Energy Company

Transferee _____
or

Attorney-in-fact _____
G. Steven Van Hook, Attorney-in-fact

BURDEN HOURS STATEMENT

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

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.

Nerd Energy, Inc. 25.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 37.50%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 6.25%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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____ Executed this 12 day of October, 2001

Name of Transferor **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

Nerd Energy, Inc.

Transferee Craig E. Bruns V.P.
or (Signature)

Attorney-in-fact _____
(Signature)

BURDEN HOURS STATEMENT

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[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.

Nerd Energy, Inc. 25.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 37.50%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 6.25%
370 17th Street Suite 3050
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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 **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

Executed this 17th day of October XX 2001

Transferee **Big West Oil & Gas, Inc.**
(Signature)

or Marvin D Brittenham, Vice President, Exploration
Attorney-in-fact
(Signature)

AHW

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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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.

Nerd Energy, Inc. 25.0%
P.O. Box 3003
Casper, Wyoming 82602

Big West Oil & Gas, Inc. 37.50%
333 West Center Street
North Salt Lake City, Utah 84504

AEC Oil & Gas (USA) Inc. 6.25%
950-17th Street, Suite 2600
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or 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; (c) 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.

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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 **AZTEC ENERGY COMPANY**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, Texas 78209
(City) (State) (Zip Code)

Executed this 7th day of November, 2001

Transferee AEC Oil & Gas (USA), Inc.
or Jon Grannis (Signature) Vice 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 Texas)
)§
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me this 22nd day of October, 2001
By Dan C. Perry, as President of Aztec Energy Corporation
a Utah corporation, on behalf of the corporation
Witness my hand and official seal.

LISA D. GARCIA
MY COMMISSION EXPIRES
July 1, 2002

Lisa D. Garcia
Notary Public

My commission expires: July 1, 2002

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of October, 2001
By G. Steven Van Hook, as Attorney-in-fact of HC Mussy Energy Company
a Delaware 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 _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Wyoming)
)§
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 12 Th day of October, 2001
By Cary E. Brus, as Vice President of Nerd Energy Inc,
a _____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

_____
Notary Public

SEAL

My commission expires: 6 April 2003

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

STATE OF Utah)
)§
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 17th day of October, 2001
By Marvin D. Brittenham, as V.P., Exploration of Big West Oil & Gas Inc.
a Utah corporation, on behalf of the corporation
Witness my hand and official seal.

Launa Badovinac
Notary Public

SEAL

My commission expires: _____

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
My Commission Expires
September 22, 2004
STATE OF UTAH

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of November 20 01
By Jon Grannis, as Vice President of ABC Oil & Gas (USA) Inc.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

JUANELL R. KOSACZ NOTARY PUBLIC STATE OF COLORADO

Juanell R. Kosacz
Notary Public Juanell R. Kosacz

My Commission Expires 01/18/2004

My commission expires: ~~01/18/2004~~

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By_____, as_____ of _____,
a _____corporation, on behalf of the corporation
Witness my hand and official seal.

_____
Notary Public

SEAL

My commission expires: _____

****

433

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of February 15th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 125, Document Number 284194 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(50.44)
Section 6: Lots 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(40.06), 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 301.56 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: 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, 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.

287960

RECORDED Dec. 24 2001 9:30AM
IN BOOK 120 O+G PAGE 433
FEES $ 6.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Beulah W Scully
By: Beulah W. Scully

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 12th day of Oct, A.D. 2001, personally appeared Beulah W. Scully, 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 2-26-2002

ERNADINE NICHOLS - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb 26, 2002
Notary Public

Address
BX 1436
Evanston
WY 82636

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 576, Document Number 284920 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: Lots 1, 2, 3, 4, 5, 6, 7, 8

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7

Containing 301.56 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: 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, 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.

287961

RECORDED Dec 24 2001 9:30AM
IN BOOK 120 O&G PAGE 434
FEES $6.00 Mary L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

By: George W. Johansen

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Sanpete }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October, A.D. 2001, personally appeared George W. Johansen, 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 11-17-01

Rochelle Watts
Notary Public
Address

Notary Public
ROCHELLE WATTS
310 South 100 West P.O. Box 364
Delta, Utah 84624
My Commission Expires
November 17, 2001
State of Utah

435

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 117, Document Number 284190 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: Lots 1, 2, 3, 4, 5, 6, 7, 8

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7

Containing 301.56 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: 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, 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.

287962

RECORDED Dec 24 2001 9:30a M
IN BOOK 120 OG PAGE 435
FEES $ 10.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scates

By: Rodger D. Johansen

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Sanpete }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7 day of November, A.D. 2001, personally appeared Rodger D. Johansen, 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 2-04-04

Lilli Gilbert
Notary Public
Address Mt. Pleasant

LILLI GILBERT
NOTARY PUBLIC • STATE of UTAH
210 SOUTH STATE
MT. PLEASANT UT 84647
COMM. EXP 2-4-2004

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 574, Document Number 284919 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: Lots 1, 2, 3, 4, 5, 6, 7, 8

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7

Containing 301.56 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: 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, 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.

287963

RECORDED Dec 24 2001 9:30 AM
IN BOOK 120 OG PAGE 436
FEES $ 6.00 M L Bell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Alden L. Johansen
Alden L Johansen
By: Alden L. Johansen ~~10-16-01~~ 10/20/01

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Sanpete }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of November, A.D. 2001, personally appeared Alden L. Johansen, 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 10/12/05

Lucinda Brotherson
Notary Public
Address

LUCINDA BROTHERSON
NOTARY PUBLIC • STATE of UTAH
210 SOUTH STATE
MT PLEASANT, UT 84647
COMM. EXP. 10-12-05

437

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 119, Document Number 284191 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: Lots 1, 2, 3, 4, 5, 6, 7, 8

Township 29 North, Range 111 West, 6th P.M.
Section 32: SE¼SE¼
Section 33: Lot 7

Containing 301.56 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: 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, 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.

287964

RECORDED Dec 04 2001 9:30AM
IN BOOK 120 OG PAGE 437
FEES $ 6.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Rita Nielson
By: Rita Nielson

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Salt Lake }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of Oct, A.D. 2001, personally appeared Rita Nielson, 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 4/3/04

Dick L Smith
Notary Public
Address

Notary Public
DICK L. SMITH
2309 South Redwood Road
Salt Lake City, Utah 84119
My Commission Expires
April 3, 2004
State of Utah

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 570, Document Number 284917 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(50.44)
Section 6: Lots 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(40.06), 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 301.56 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: 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, 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.

287965

RECORDED Dec. 24 2001 9:30AM
IN BOOK 120 O+G PAGE 438
FEES $ 6.00 Mary L. Gobbel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

By: George A. Whitman

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Salt Lake }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of October, A.D. 2001, personally appeared George A. Whitman, 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 March 30 2005

Kimberly D. Higginson
Notary Public
Address 9090 South Sandy Pkwy.
Sandy, UT 84070

NOTARY PUBLIC
Kimberly D. Higginson
9090 South Sandy Parkway
Sandy, Utah 84070
My Commission Expires
March 30, 2005
STATE OF UTAH

439

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS the undersigned, as lessor, did under date of March 19th, 2001 make and execute unto Landco Energy, Inc., as lessee, that certain oil and gas lease, being recorded at Book 118 O.G., Page 558, Document Number 284911 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(50.44)
Section 6: Lots 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(40.06), 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 301.56 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: 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, 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.

287966

RECORDED Dec. 24 2001 9:30AM
IN BOOK 1200+6 PAGE 439
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

By: Robert W. Whitman

ACKNOWLEDGMENT – INDIVIDUAL

STATE OF Utah }
}ss.
COUNTY OF Utah }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of October, A.D. 2001, personally appeared Robert W. Whitman, 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 4-24-05

Notary Public

Address

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
April 24, 2005
STEPHEN E SHELLEY
15 North 100 East PO Box 65
American Fork UT 84003

RECORDED Dec. 24 2001 10:20AM
IN BOOK 120 OTG PAGE 440
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
287968
Ray Cathy Zoeten

LEASE NO.: 01-00567

PARCEL NO.: 873

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 Limited Partnership

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:

Acres 640.00 All, Section 36 Township 30 North, Range 111 West, 6th P.M.

County: Sublette **Total Acres: 640.00** **Advance Rental $ 640.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

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 2 nd day of Oct, 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**

OIL AND GAS 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 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 Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

57 10 AM 31 OCT 00.

LEASE NO.: 01-00568

PARCEL NO.: 874

FUND: C.S.

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

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

Shama Zoe Limiter Partnership

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:

Acres 40.00 NESE Section 34, Township 32 North, Range 111 West, 6th P.M.

County: Sublette **Total Acres: 40.00** **Advance Rental $ 40.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

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 2 nd day of Oct, 2001 A.D.

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

By: _____

Director,
Office of State Lands and Investments

287969
RECORDED Dec 24 2001 11:20 AM
IN BOOK 120 O+G PAGE 442
FEES $ 8.00 BY _____
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 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 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 Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

RECEIVED
2001 OCT 31 AM 10:
STATE OF WY
STATE LANDS

[redacted] [redacted] [redacted]

LEASE NO.: 01-00569

PARCEL NO.: 875

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 Limiter Partnreship

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:

Acres 640.00 All Section 36, Township 32 North, Range 111 West, 6th P.M.

County: Sublette **Total Acres: 640.00** **Advance Rental $ 640.00**
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

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 2 nd day of Oct, 2001 A.D.

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

287970

By: Ron Arnold

Director,
Office of State Lands and Investments

RECORDED Dec. 04 2001 10:20 AM
IN BOOK 190 OF G PAGE 444
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

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**

444

OIL AND GAS 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 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 Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

'01 OCT 31 AM 10 57

NOTICE AND STATEMENT OF LIEN

Questar Exploration and Production Company ("Questar"), 1331 17th Street, Suite 300, Denver, Colorado, 80202, pursuant to the provisions of Article VII.B of that certain AAPL Form 610-1982 Model Form Operating Agreement dated March 31, 1997, does hereby serve notice of its contractual lien against the interests of **Ultra Resources, Inc.** ("Ultra"), 302 Inverness Way South, Suite 295, Englewood, CO 80112, in various oil and gas wells and related equipment and facilities, and lands and leases lying in Sublette County, Wyoming more fully described in Exhibit "A" hereto, by virtue of Ultra's failure to timely pay its proportionate share of the costs and expenses of drilling, developing and operating the following oil and gas wells: Mesa Federal 15-08, Mesa #03-22D, Mesa #05-21, Mesa #03-20, Mesa #07-08, Mesa #11-17, Mesa #11-20, Stewart Point #03-28, Stewart Point #11-34D, Stewart Point #11-33, Stewart Point #09-29, Stewart Point #06-32, Stewart Point #16-29 and Stewart Point #9-33 wells.

The lien is claimed in the current cumulative amount of $2,241,903.50, comprised of separate unpaid invoices dated: i) September 12, 2001 in the amount of $731,729.21 for costs and expenses incurred in August, 2001, ii) October 15, 2001 in the amount of $775,518.88 for costs and expenses incurred in September, and iii) November 9, 2001 in the amount of $734,655.50 for costs and expenses incurred in October. Summaries of each such invoice are attached hereto as Exhibit "B".

Pursuant to the terms of Article VII.B of the referenced Operating Agreement Ultra has granted Questar, as Operator, a lien upon its oil and gas rights in the Contract Area which is described in Exhibit "A" hereto and a security interest in its share of oil and/or gas produced from said lands when extracted and in its interest in all equipment thereon to secure the payment of its share of such expense. Upon tender hereof to any purchaser of Ultra's share of production, this lien shall constitute Questar's written statement concerning the amount of Ultra's default upon which such purchasers may rely to permit collection from such purchasers, and payment to Questar, of the proceeds from the sale of Ultra's share of oil and /or gas until the amount owed by Ultra, plus interest, has been paid.

This Notice and Statement of Lien is also filed, and shall constitute a statutory lien, pursuant to the provisions of Wyoming Statutes, Section 29-3-101, et seq., and shall apply to the maximum extent permitted under such statute to Ultra's interests in the lands, leases, oil and gas wells, facilities and equipment located or used thereon, its share of production therefrom and the proceeds from the sale of such share.

287971

RECORDED Dec 24 2001 10:45AM
IN BOOK 120 016 PAGE 446
FEES $ 35.50 M. L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AFFIDAVIT

This Notice and Statement of Lien is executed this 21st day of December, 2001 by Eric L. Dady, as Senior Attorney of Questar Exploration and Production Company. By virtue of my signature hereto I represent that I am familiar with the facts stated herein. This Notice and Statement of Lien shall constitute my affidavit attesting to the accuracy of the facts recited herein to the best of my knowledge. My address is as stated above for Questar Exploration and Production Company. My telephone number is (303) 672-6961.

QUESTAR EXPLORATION AND PRODUCTION COMPANY

By: _____
Eric L. Dady
Senior Attorney

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

The foregoing instrument was acknowledged before me this 21st day of December, 2001 by Eric L. Dady.
Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 9/21/05

KIMBERLY VAUGHN NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

to Notice and Statement of Lien

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-812	W-08592	T-33-N, R-109-W, 6th P.M. Section 21: S½S½ Section 28: All Section 29: S½, S½N½, S½N½N½, NENENE Section 32: E½ Section 33: All Section 34: W½W½	2490.00
W-813	W-08593	T-33-N, R-109-W, 6th P.M. Section 17: S½NE, W½, SE Section 18: Lots 1, 2, 3, 4, E½W½, E½ Section 19: W½E½E½, NENENE, W½E½ Section 20: N½N½N½, SENENE, E½SENE, E½E½SE Section 21: NW, W½NE, N½S½	1988.92

EXHIBIT "A"

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-889	W-016167	T-32-N, R-109-W, 6th P.M. Section 3: Lot 4, SWNW, W½SW, SESW T-33-N, R-109-W, 6th P.M. Section 19: Lots 1, 2, 3, 4, E½W½ Section 27: SW, SWNW, SWSE Section 30: Lots 1, 2, 3, 4, E½W½, SE, W½NE, SENE, W½NENE, SENENE Section 31: Lots 1, 2, 3, 4, E½W½, E½ Section 34: E½E½ Section 35: SW, SWNW	2347.52
W-899	W-015315	T-32-N, R-109-W, 6th P.M. Section 7: Lots 2, 5, 7, 8, 11, 12 Section 18: E½ Section 19: E½ Section 20: All Section 21: W½ T-33-N, R-109-W, 6th P.M. Section 32: SWNW, E½NW, SW	2120.00

EXHIBIT "A"

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-900	W-015317	T-32-N, R-109-W, 6th P.M. Section 4: Lots 8, 9, 10, 15, 16 Section 9: N½, N½SW, N½SE, SESE Section 15: W½ Section 21: NE Section 22: N½ T-33-N, R-109-W, 6th P.M. Section 34: W½E½, E½W½	1840.17
W-274	State of Wyoming 79-0645	T-32-N, R-109-W, 6th P.M. Section 16: SESE	40.00
W-898	W-08589	T-32-N, R-109-W, 6th P.M. Section 5: Lots 2, 3, 4, SE, N½SW, SESW Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, N/2SE Section 7: S½SE Section 8: E½, E½W½, SWSW Section 17: NW, W½NE, NENE, SW, W½SE, SESE	1896.55

ABMTULTHAFOO.EXA

450

EXHIBIT "B"
to Notice and Statement of Lien

08-JR62-3.txt

˘132 QUESTAR E&P (62) PINEDALE DIVISION
PAGE 64

180 EAST 100 SOUTH PO BOX 45601 SALT LAKE CITY, UT. 84145-0601 8
01 324-2768

I N V O I C E S U M M A R Y

FOR THE MONTH OF Aug 2001

ULTRA RESOURCES INC INVOICE NUMBER 08
-JR62-3
304 INVERNESS WAY SOUTH
SUITE 295
ENGLEWOOD, CO. 80112

DATE 09/12/01 O
WNER 79434

TERMS: NET 20 DAYS

FROM INVOICE

P R O P E R T Y		YOUR SHARE	PREPAYMENTS JIB NET*	BALANCE DUE
WY4426002	MESA FEDERAL 15-08	1,208.30		1,208.30
WY4426003	STEWART POINT 03-28 LANCE	1,317.07		1,317.07
WY4426004	MESA 03-22 D	1,210.04		1,210.04
WY4426007	STEWART POINT 11-34 D LANC	5,469.19		5,469.19
WY4426030	STEWART POINT 11-33	1,156.12		1,156.12
WY4426040	MESA 05-21	70,537.01		70,537.01
WY4426041	MESA 03-20	1,762.50		1,762.50
WY4426043	STEWART POINT 09-29	24,929.71		24,929.71

WY4426044	MESA 07-08 LANCE	57,414.04		
57,414.04				
WY4426045	STEWART POINT 06-32	1,951.57	1,951.57	
WY4426046	STEWART POINT 16-29	245,122.92		
245,122.92				
WY4426058	MESA 11-17	64,888.41		
64,888.41				
WY4426059	MESA 11-20	216,244.37		
216,244.37				
WY4426064	STEWART POINT 9-33	38,067.96		
38,067.96				
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***	PLEASE PAY THIS AMOUNT	731,279.21	1,951.57	
729,327.64				
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˘198 QUESTAR E&P (62) PINEDALE DIVISION
PAGE 96

180 EAST 100 SOUTH PO BOX 45601 SALT LAKE CITY, UT. 84145-0601 8
01 324-2768

I N V O I C E S U M M A R Y

FOR THE MONTH OF Sep 2001

ULTRA RESOURCES INC INVOICE NUMBER 09
-JR62-6
304 INVERNESS WAY SOUTH
SUITE 295
ENGLEWOOD, CO. 80112

DATE 10/15/01 O
WNER 79434

TERMS: NET 20 DAYS

FROM INVOICE

P R O P E R T Y		YOUR SHARE	PREPAYMENTS JIB NET*	BALANCE DUE
WY4426002	MESA FEDERAL 15-08	854.09		854.09
WY4426003	STEWART POINT 03-28 LANCE	1,103.23		1,103.23
WY4426004	MESA 03-22 D	521.26		521.26
WY4426007	STEWART POINT 11-34 D LANC	1,093.96		1,093.96
WY4426030	STEWART POINT 11-33	806.00		806.00
WY4426040	MESA 05-21	137,513.68		137,513.68
WY4426041	MESA 03-20	1,456.15		1,456.15
WY4426043	STEWART POINT 09-29	166,928.49		166,928.49

WY4426044 5,508.86	MESA 07-08 LANCE	5,508.86		
WY4426045	STEWART POINT 06-32	1,578.88	1,578.88	
WY4426046 49,728.05	STEWART POINT 16-29	49,728.05		
WY4426058 94,349.15	MESA 11-17	94,349.15		
WY4426059 166,884.62	MESA 11-20	166,884.62		
WY4426064 147,192.46	STEWART POINT 9-33	147,192.46		
		---	---	-
*** 773,940.00	PLEASE PAY THIS AMOUNT	775,518.88	1,578.88	
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˘172 QUESTAR E&P (62) PINEDALE DIVISION
PAGE 83

180 EAST 100 SOUTH PO BOX 45601 SALT LAKE CITY, UT. 84145-0601 8
01 324-2768

I N V O I C E S U M M A R Y

FOR THE MONTH OF Oct 2001

ULTRA RESOURCES INC INVOICE NUMBER 10
-JR62-5
304 INVERNESS WAY SOUTH
SUITE 295
ENGLEWOOD, CO. 80112

DATE 11/09/01 O

WNER 79434

TERMS: NET 20 DAYS

FROM INVOICE

	P R O P E R T Y	YOUR SHARE	PREPAYMENTS JIB NET*	BALANCE DUE
WY4426002	MESA FEDERAL 15-08	1,844.52		1,844.52
WY4426003	STEWART POINT 03-28 LANCE	462.15		462.15
WY4426004	MESA 03-22 D	1,330.28		1,330.28
WY4426007	STEWART POINT 11-34 D LANC	531.36		531.36
WY4426030	STEWART POINT 11-33	474.77		474.77
WY4426040	MESA 05-21	278,854.70		278,854.70
WY4426041	MESA 03-20	1,881.27		1,881.27
WY4426043	STEWART POINT 09-29	123,820.86		123,820.86

WY4426044 6,614.58	MESA 07-08 LANCE	6,614.58		
WY4426045	STEWART POINT 06-32	1,982.84	1,982.84	
WY4426046 54,446.52	STEWART POINT 16-29	54,446.52		
WY4426058 137,711.38	MESA 11-17	137,711.38		
WY4426059 54,377.93	MESA 11-20	54,377.93		
WY4426064 70,322.34	STEWART POINT 9-33	70,322.34		
		---	---	-
*** 732,672.66	PLEASE PAY THIS AMOUNT	734,655.50	1,982.84	
		---	---	-
		---	---	-

457

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective November 19, 2001, at 7:00 a.m. local time (the "Effective Time"), is from **CamWest Exploration LLC**, an Arkansas limited liability company ("Assignor"), having an address of 1825 Lawrence Street, Suite 300, Denver, CO 80202, to **NXT Energy USA Inc.** (formerly known as Pinnacle Oil International, Inc.), a Nevada corporation ("Assignee"), having an address of 750, Phoenix Place, 840 – 7th Avenue S.W., Calgary, Alberta T2P 3G2, Canada.

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and conveys to Assignee the following (all of which are herein called the "Interests"):

1. An undivided twenty two and one-half percent (22.50%) of Assignor's right, title and interest in and to the entire estate created by the leases described in Exhibit A, attached hereto and made a part hereof (the "Leases"), insofar as the Leases cover and relate to the land described in Exhibit A (the "Land"), together with twenty two and one-half percent (22.50%) of Assignor's right, title and interest in and to all the property and rights incident thereto, including all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto; and

2. An undivided twenty two and one-half percent (22.50%) of Assignor's right, title and interest in and to all of the personal property, fixtures and improvements now or as of the effective Time thereon, appurtenant thereto or used or obtained in connection with the Land or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereunto belonging.

To have and to hold the Interests unto Assignee and its successors and assigns forever.

This Assignment is made pursuant and subject to that certain Joint Exploration and Development Agreement dated as of April 3, 1998 and that certain Letter Agreement dated April 9, 2001, by and between Assignor and Assignee. The Interests are subject to farmin, farmout and similar agreements cited herein above that may cause both Assignor's and Assignee's interest to increase or decrease.

Assignor for itself and its successors and assigns hereby represents, warrants and agrees to and with Assignee, its successors and assigns, that except as set forth on Exhibit A the Interests are free and clear of all liens, encumbrances, burdens and defects or title of any kind arising by, through or under Assignor but not otherwise.

Executed as of [illegible], 2001, to be effective for all purposes as of the Effective Time.

CAMWEST EXPLORATION LLC

By: John A. Dillon
Printed Name: John A. Dillon
Title: Vice President – Exploration

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Colorado }
COUNTY OF ~~COLLIN~~ Denver }

On this day before me personally appeared John A. Dillon known to me to be the Vice President – Exploration of the CamWest Exploration LLC that executed the within instrument, and acknowledged to me that such corporation executed the same.

GIVEN under my hand and seal of office this 29th day of November, 2001.

MY COMMISSION EXPIRES: 8-24-02

288031

Notary Public, State of ~~Texas~~ Colorado

RECORDED Dec 27 2001 3:25pM
IN BOOK 120 PAGE 457
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance from CamWest Exploration LLC, as Assignor to NXT Energy USA Inc., as Assignee.

CWE Lease No.:	WYCWE000078A
Original Lessor:	Catherine Canestrini
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 400

CWE Lease No.:	WYCWE000078B
Original Lessor:	Anne M. Case
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 390

CWE Lease No.:	WYCWE000078C
Original Lessor:	John B. and Wilma Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 409

CWE Lease No.:	WYCWE000078D
Original Lessor:	Joseph J. Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 418

CWE Lease No.:	WYCWE000078E
Original Lessor:	Sister Miriam Grace Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 427

CWE Lease No.:	WYCWE000078F
Original Lessor:	Paul S. and Suzan Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 437

CWE Lease No.:	WYCWE000078G
Original Lessor:	Bernadette M. Gosar
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 447

CWE Lease No.:	WYCWE000078H
Original Lessor:	Grace V. and John Mossman
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 456

CWE Lease No.:	WYCWE000078I
Original Lessor:	Margaret L. and Joseph Sellyei
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 29 North, Range 106 West Section 26: SE/4SE/4 Section 34: SE/4SE/4 Section 35: N/2NE/4, SW/4NE/4, SE/4NW/4, E/2SW/4, SW/4SW/4 Township 28 North, Range 107 West Section 6: NW/4SE/4 Township 28 North, Range 108 West Section 14: SW/4SW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 465

CWE Lease No.:	WYCWE000079A
Original Lessor:	Catherine Canestrini
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 403

CWE Lease No.:	WYCWE000079B
Original Lessor:	Anne M. Case
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 394

CWE Lease No.:	WYCWE000079C
Original Lessor:	John B. and Wilma Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 412

CWE Lease No.:	WYCWE000079D
Original Lessor:	Joseph J. Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 421

CWE Lease No.:	WYCWE000079E
Original Lessor:	Sister Miriam Grace Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 431

CWE Lease No.:	WYCWE000079F
Original Lessor:	Paul S. and Suzan Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 441

CWE Lease No.:	WYCWE000079G
Original Lessor:	Bernadette M. Gosar
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 450

CWE Lease No.:	WYCWE000079H
Original Lessor:	Grace V. and John Mossman
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 459

CWE Lease No.:	WYCWE000079I
Original Lessor:	Margaret L. and Joseph Sellyei
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 17: W/2NW/4 Section 18: SE/4NE/4, SE/4SW/4, W/2SE/4 Section 19: NE/4NW/4 Section 23: SW/4 Section 26: NW/4NW/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 469

CWE Lease No.:	WYCWE000080A
Original Lessor:	Catherine Canestrini
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 397

CWE Lease No.:	WYCWE000080B
Original Lessor:	Anne M. Case
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 387

CWE Lease No.:	WYCWE000080C
Original Lessor:	John B. and Wilma Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 406

CWE Lease No.:	WYCWE000080D
Original Lessor:	Joseph J. Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 415

CWE Lease No.:	WYCWE000080E
Original Lessor:	Sister Miriam Grace Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 424

CWE Lease No.:	WYCWE000080F
Original Lessor:	Paul S. and Suzan Erramouspe
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 434

CWE Lease No.:	WYCWE000080G
Original Lessor:	Bernadette M. Gosar
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 444

CWE Lease No.:	WYCWE000080H
Original Lessor:	Grace V. and John Mossman
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 453

CWE Lease No.:	WYCWE000080I
Original Lessor:	Margaret L. and Joseph Sellyei
Original Lessee:	Hanson & Strahn Inc.
Lease Date:	December 14, 1999
Legal Description:	Township 28 North, Range 106 West Section 4: Lot 2 (44.67), Lot 3 (44.63), Lot 4 (44.60) Section 5: Lot 1 (44.81), SE/4SE/4 Section 8: E/2NE/4, SW/4NE/4, N/2SW/4, SW/4SW/4, NW/4SE/4
County/State:	Sublette County, Wyoming
Recorded:	Book 113, Page 462

465

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENT:

That the undersigned **Holmes P. McLish, *a.k.a.* H. P. McLish; 633 17th Street, Suite 1650; Denver, Colorado 80202-3660**, hereinafter called ***ASSIGNOR***, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto : **McLish Resources LP LLP; 633 17th Street, Suite 1650; Denver Colorado 80202-3660**, hereinafter called ***ASSIGNEE***, and its heirs and assigns, does hereby convey all right, title and interest attributed to the overriding royalty interests owned and received from all oil, gas and other minerals produced, saved and marketed under the terms of the oil and gas lease(s) more particularly set forth and described on the attached Exhibit "A" to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, ***ASSIGNOR*** has executed and delivered this assignment of overriding royalty interest as of this 6th day of December, 2001.

Holmes P. McLish

Holmes P. McLish, *a.k.a.* H. P. McLish

STATE OF COLORADO }
}
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 6TH day of December 2001, by **Holmes P. McLish, *a.k.a.* H. P. McLish.**

Witness my hand and seal.

Wesley W. Lilley

Wesley W. Lilley
7074 South Elm Street
Littleton, Colorado 80122

My Commission Expires: December 15, 2003

288047
RECORDED Dec. 28 2001 3:10PM
IN BOOK 120 046 PAGE 465
FEES $ 8.00 M. Lee Clerk
SUBLETTE COUNTY PINEDALE, WYOMING

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST by HOLMES P. McLISH a. k. a. H. P. McLISH.

WYW 133162
HOLMES FEDERAL #5-1
TOWNSHIP 27 NORTH, RANGE 109 WEST
NW/4 SECTION 1
SUBLETTE COUNTY, WYOMING

467

CORRECTION OF DESCRIPTION OF CONVEYANCE, ASSIGNMENT AND BILL OF SALE

WHEREAS, under date of November 18,1997, but effective August 1, 1997, Kerr-McGee Corporation, whose address is P.O. Box 25861, Oklahoma City, Oklahoma, as Grantor, did execute and deliver to Wold Oil Properties, Inc, whose address is 139 West 2nd Street, Suite 200, Casper, Wyoming 82609, as Grantee, a 'Conveyance, Assignment and Bill of Sale' (Conveyance) recorded in Book 106 O &G, Page 193, of the Records in Sublette County, Wyoming, covering among other lands the following described lands in Sublette County, Wyoming, to-wit:

Township 29 North, Range 114 West, 6th PM
Section 33: All
Section 34: SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4
(Federal Oil & Gas Lease (Lease) W-36438 dated October 1, 1972)

said land being more fully described in said Lease and Conveyance, reference to which said Lease and Conveyance to the record thereof being here made for all purposes; and

WHEREAS, said Lease and Conveyance and the assigned rights and privileges thereunder are now owned and held by Wold Oil Properties, Inc.; and

WHEREAS, an error was made in describing the lands covered by the said Conveyance, and the parties thereto are now desirous of correcting said error; and

WHEREAS, on August 1, 2001, the said Kerr-McGee Corporation changed its name to Kerr-McGee Operating Corporation, a Delaware corporation, whose address is Kerr-McGee Center, Oklahoma City, Oklahoma 73102, hereinafter referred to as "Grantor", such that Grantor is now the proper party to execute this correction of Conveyance as Grantor.

NOW, THEREFORE, in consideration of the premises and for the purpose of correcting the said lease description, all the parties hereto do hereby stipulate and agree that the aforesaid Conveyance is hereby amended to embrace the following described lands in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th PM
Section 33: All
Section 34: SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4

In lieu of the lands originally described therein and for the same consideration, the undersigned do hereby ADOPT, RATIFY and CONFIRM the same Conveyance as amended and corrected herein, and except as hereby amended, the aforesaid Conveyance shall remain in full force and effect as originally written and is binding on each of us as a valid subsisting Conveyance.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 13th day of December, 2001.

WOLD OIL PROPERTIES, INC.

BY: Peter I. Wold
Peter I. Wold, President

GRANTOR:

KERR-MCGEE OPERATING CORPORATION

BY: David Christian ET
David Christian, Attorney-in-fact

288052

RECORDED Dec 28 2001 4:20 PM
IN BOOK 120 O&G PAGE 467
FEES $ 6.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sater

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 13th day of December 2001, by David Christian of Kerr-McGee Operating Corporation, a Delaware Corporation, on behalf of said corporation.

LONNY Y. SCOFIELD NOTARY PUBLIC STATE OF TEXAS EXPIRES OCT. 30, 2005

Commission Expires:

Lonny Y. Scofield
Notary Public

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on the 26th day of December, 2001, by Peter I. Wold, as President of Wold Oil Properties, Inc. on behalf of said corporation.

Carla Hubbard
Notary Public

Commission Expires:

November 9, 2003

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

[redacted] [redacted] [redacted]

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), dated effective August 1, 2001 (the "Effective Date"), is from SWEPI LP, a Delaware limited partnership, whose address is 200 N. Dairy Ashford, Houston, Texas 77079 ("Assignor"), to AEC OIL & GAS (USA) INC., a Delaware corporation, whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202 ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee an undivided 30% of 8/8ths of all right, title and interest in, to and under the oil and gas Leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases") and in and to the contracts and agreements affecting such Leases, including but not limited to those identified on Exhibit "B" attached hereto.

Assignor hereby excepts and reserves unto itself, its successors and assigns, an overriding royalty interest equal to the difference 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 to be assigned in each Lease (the "Retained Overriding Royalty"). Should any Lease have leasehold burdens in excess of 20% existing as of the Effective Date, none of which were created by Assignor or any of its affiliates, Assignor shall assign the same net revenue interest to which Assignor is entitled. The Retained Overriding Royalty shall apply to all oil, gas and casinghead gas produced, saved and marketed from the Leases. The Retained Overriding Royalty shall bear its proportionate share of all production, gathering, compression, dehydrating, treating, processing, transportation, and marketing costs borne by the working interest estate.

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 Retained Overriding Royalty shall be proportionately reduced to the interest assigned hereunder.

Assignor makes no warranty or representation of title, except that Assignor, 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 Assignor, its affiliates or agents, 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, 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. Assignor covenants and agrees that upon written request of Assignee, but without further consideration, Assignor shall execute such further instruments of conveyance as reasonably necessary to convey the interests described in Exhibit "A", provided that no such instrument shall contain any warranty in excess of that contained herein.

288067

RECORDED Dec 31 2001 4:25 P
IN BOOK 120 Of6 PAGE 468
FEES $ 67.50
SUBLETTE COUNTY [illegible], WYOMING

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 Assignor and Assignee and their respective representatives, heirs, successors and assigns; provided, however, the interests owned by Assignor and Assignee hereafter shall not be assigned without the prior written consent of the other, provided that such consent shall not be unreasonably withheld, conditioned or delayed.

The rights and obligations of both Assignor and Assignee in this Assignment are subject to the terms and provisions of that certain Exploration Agreement effective August 1, 2001, between Assignor and Assignee 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.

Executed as of the date of the acknowledgment below, but effective as of the Effective Date.

ASSIGNOR:
SWEPI LP

Attest:

_____

By: B. D. Griffin
Name: B. D. Griffin
Title: Attorney-in-Fact

JMF

ASSIGNEE:
AEC OIL & GAS (USA) INC.

Attest:

_____

By:
Name: Jon Grannis
Title: Vice President

Acknowledgments

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of October, 2001, by B. D. Griffin, as Attorney-in-Fact of SWEPI LP, a Delaware limited partnership, on behalf of such partnership.

Witness my hand and official seal.

My commission expires: 6-14-2003

Gayle Kacal
Notary Public

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2003

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

The foregoing instrument was acknowledged before me this 18th day of October, 2001, by Jon Grannis, Vice President of AEC Oil & Gas (USA) Inc., a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires: 1-18-2004

Juanell R. Kosacz
Notary Public

JUANELL R. KOSACZ
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires 01/18/2004

Exhibit "A" to Assignment dated effective August 1, 2001, from SWEPI LP to AEC OIL & GAS (USA) INC.

Inst # WY-71-1 Dated 05/02/1998 Recorded: Liber 112 Page 634

Lessor
WY STATE LAND 98-00206
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
STEVE A. TOFTE

Parcel 01 Description: Sec 16, T028N, R104W, Sublette County

ALL

Inst # WY-71-2 Dated 05/02/1998 Recorded: Liber 112 Page 636

Lessor
WY STATE LAND 98-00207
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
STEVE A. TOFTE

Parcel 01 Description: Sec 20, T028N, R104W, Sublette County

SWNE

Inst # WY-71-26 Dated 06/16/1999 Recorded: Liber 112 Page 128

Lessor
JOE GARRETT HAY, ASM
PO BOX 880
ROCK SPRINGS, WY 82902

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-27 Dated 06/16/1999 Recorded: Liber 112 Page 312

Lessor	Lessee
MARY HAY HEGEWALD, A WIDOW BY HER AIF - MAISIC HART 4322 FAIR OAKS BLVD SACRAMENTO, CA 95864	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-28 Dated 06/16/1999 Recorded: Liber 112 Page 315

Lessor	Lessee
MAISIE HART, AMW 4322 FAIR OAKS BLVD SACRAMENTO, CA 95864	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-29 Dated 06/16/1999 Recorded: Liber 112 Page 131

Lessor	Lessee
JOHN W. HAY, III, ASM PO BOX 880 ROCK SPRINGS, WY 82902	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-30 Dated 06/16/1999 Recorded: Liber 112 Page 146

Lessor	Lessee
HANNAH HAY FORCE, A WIDOW 135 REQUA ROAD	WOLVERINE GAS AND OIL COR

[redacted] [redacted] [redacted]

PIEDMONT, CA 94611

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-31 Dated 06/16/1999 Recorded: Liber 112 Page 134

Lessor	Lessee
KEITH N. HAY, AMM PO BOX 880 ROCK SPRINGS, WY 82902	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-32 Dated 06/16/1999 Recorded: Liber 112 Page 158

Lessor	Lessee
ERIC JUEL, AMM 1109 CONVERSE COURT ROCK SPRINGS, WY 82901	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 9, T028N, R104W, Sublette County

W2E2
E2W2

Inst # WY-71-33 Dated 06/16/1999 Recorded: Liber 112 Page 318

Lessor	Lessee
EMILY FRANCES BUNNING 788 NINTH AVE #5C NEW YORK, NY 10019	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 04 Description: Sec 18, T028N, R104W, Sublette County

SENE

Parcel 05 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Inst # WY-71-34 Dated 06/16/1999 Recorded: Liber 112 Page 149

Lessor	Lessee
LITTLE SANDY GRAZING ASSO. 189 BIG SANDY ELKHORN RD BOULDER, WY 82923	WOLVERINE GAS AND OIL COR

[redacted] [redacted] [redacted]

Parcel 06 Description: Sec 4, T028N, R104W, Sublette County

LOT 4 AND W/2 SW/4

Parcel 07 Description: Sec 5, T028N, R104W, Sublette County

LOTS 1, 2, 3 AND
N/2 SE/4, NE/4 SW/4 AND SE/4 SE/4

Parcel 08 Description: Sec 20, T028N, R104W, Sublette County

N2NW, SENE, E2SE

Parcel 09 Description: Sec 21, T028N, R104W, Sublette County

SWSW

Parcel 11 Description: Sec 33, T028N, R104W, Sublette County

W2W2

Inst # WY-71-35 Dated 06/16/1999 Recorded: Liber 112 Page 161

Lessor	Lessee
LEONARD W. HAY, A WIDOWER 118 3RD ST. ROCK SPRINGS, WY 82901	WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 4, T028N, R104W, Sublette County

LOT 4 & W/2 SW/4

Parcel 02 Description: Sec 5, T028N, R104W, Sublette County

LOTS 1, 2, 3,
N/2 SE/4, NE/4 SW/4,
SE/4 SE/4

Parcel 03 Description: Sec 20, T028N, R104W, Sublette County

N/2 NW/4, SE/4 NE/4,
E/2 SE/4

Parcel 04 Description: Sec 21, T028N, R104W, Sublette County

SW/4 SW/4

Inst # WY-71-36 Dated 06/16/1999 Recorded: Liber 112 Page 140

Lessor	Lessee
LEONARD W. HAY, A WIDOWER 118 3RD ST.	WOLVERINE GAS AND OIL COR

476

ROCK SPRINGS, WY 82901

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-37 Dated 06/16/1999 Recorded: Liber 112 Page 137

Lessor
LUCY SUZANNE BUNNING
26 DIMICK ST #1
SOMERVILLE, MA 02143

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-38 Dated 06/16/1999 Recorded: Liber 112 Page 143

Lessor
MARY HAY
FKA MARY HAY CHANT
118 3RD ST.
ROCK SPRINGS, WY 82901

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-39 Dated 06/16/1999 Recorded: Liber 112 Page 125

Lessor
JOHN ROLAND RADFORD
PO BOX 220
SOULABYVILLE, CA 95372

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-40 Dated 06/16/1999 Recorded: Liber 112 Page 122

Lessor
SUSAN HAY BELL
2905 UTE
CANON CITY, CO 81212

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 5, T028N, R104W, Sublette County

S2SW
SWSE

Parcel 02 Description: Sec 8, T028N, R104W, Sublette County

N2
SW
S2SE
NESE

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

W2W2

Parcel 04 Description: Sec 17, T028N, R104W, Sublette County

W2NW

Parcel 05 Description: Sec 18, T028N, R104W, Sublette County

SENE

Inst # WY-71-41 Dated 06/16/1999 Recorded: Liber 112 Page 155

Lessor
MAGAGNA BROS. INC.
20 WARDELL COURT
ROCK SPRINGS, WY 82901

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 3, T028N, R104W, Sublette County

W2SW

Parcel 02 Description: Sec 9, T028N, R104W, Sublette County

E2NE
NESE

Parcel 03 Description: Sec 10, T028N, R104W, Sublette County

W2NW
NWSW

Inst # WY-71-42 Dated 06/16/1999 Recorded: Liber 112 Page 152

Lessor
ELLIOTT JUEL RAY
2629 TERRY LAKE RD
FT. COLLINS, CO 80524

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 9, T028N, R104W, Sublette County

W2E2
E2W2

Inst # WY-71-47 Dated 08/01/1999 Recorded: Liber 113 Page 30

Lessor
BLM WYW148542
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 02 Description: Sec 2, T028N, R104W, Sublette County

LOTS 1-4
S2

Parcel 03 Description: Sec 9, T028N, R104W, Sublette County

SESE

Parcel 04 Description: Sec 10, T028N, R104W, Sublette County

E2, SENW, NESW, S2SW,
NENW (EXCL 4.61 AC IN RSVR ROW WYE02636)

Parcel 05 Description: Sec 11, T028N, R104W, Sublette County

N2
SW

Inst # WY-71-48 Dated 08/01/1999 Recorded: Liber 113 Page 38

Lessor
BLM WYW148543
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 3, T028N, R104W, Sublette County

LOTS 1-3, NESW, N2SE, SESE,
LOT 4, SESW, SWSE (EXCL 29.56 AC IN RSVR ROW WYE02636)

Parcel 02 Description: Sec 4, T028N, R104W, Sublette County

LOTS 1-3,
E2SW
SE

Parcel 03 Description: Sec 6, T028N, R104W, Sublette County

LOTS 1-6,
E2SW
SE

Parcel 04 Description: Sec 7, T028N, R104W, Sublette County

LOTS 1-4,
E2
E2W2

Parcel 05 Description: Sec 8, T028N, R104W, Sublette County

NWSE

Parcel 06 Description: Sec 18, T028N, R104W, Sublette County

LOTS 1-4,
E2W2

Inst # WY-71-49 Dated 08/01/1999 Recorded: Liber 113 Page 48

Lessor
BLM WYW148544
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 13, T028N, R104W, Sublette County

ALL

Parcel 02 Description: Sec 14, T028N, R104W, Sublette County

S2S2

Parcel 03 Description: Sec 15, T028N, R104W, Sublette County

ALL

Inst # WY-71-50 Dated 08/01/1999 Recorded: Liber 113 Page 54

Lessor	Lessee
BLM WYW148545	CLARK NYE
PO BOX 1828	
CHEYENNE, WY 82003-1828	

Parcel 01 Description: Sec 17, T028N, R104W, Sublette County

NE
E2NW
S2

Parcel 02 Description: Sec 18, T028N, R104W, Sublette County

N/2NE
SWNE
SE

Parcel 03 Description: Sec 19, T028N, R104W, Sublette County

LOTS 1-4,
E2
E2W2

Parcel 04 Description: Sec 20, T028N, R104W, Sublette County

N2NE
S2NW
SW
W2SE

Parcel 05 Description: Sec 21, T028N, R104W, Sublette County

N2
N2SW
SESW
SE

Inst # WY-71-51 Dated 08/01/1999 Recorded: Liber 113 Page 61

Lessor	Lessee
BLM WYW148546	CLARK NYE
PO BOX 1828	
CHEYENNE, WY 82003-1828	

Parcel 01 Description: Sec 22, T028N, R104W, Sublette County

ALL

Parcel 02 Description: Sec 23, T028N, R104W, Sublette County

ALL

Inst # WY-71-52 Dated 08/01/1999 Recorded: Liber 113 Page 69

Lessor
BLM WYW148547
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 02 Description: Sec 27, T028N, R104W, Sublette County

ALL

Inst # WY-71-53 Dated 08/01/1999 Recorded: Liber 113 Page 77

Lessor
BLM WYW148548
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 28, T028N, R104W, Sublette County

E2
E2W2

Parcel 02 Description: Sec 33, T028N, R104W, Sublette County

E2
E2W2

Inst # WY-71-54 Dated 08/01/1999 Recorded: Liber 113 Page 84

Lessor
BLM WYW148549
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 29, T028N, R104W, Sublette County

ALL OF SECTION

Parcel 02 Description: Sec 30, T028N, R104W, Sublette County

LOTS 1-4,
E2
E2W2

Parcel 03 Description: Sec 32, T028N, R104W, Sublette County

N2

SW
N2SE

Inst # WY-71-55 Dated 08/01/1999 Recorded: Liber 113 Page 91

Lessor
BLM WYW148550
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 1, T028N, R105W, Sublette County

LOTS 1-4,
SW

Parcel 02 Description: Sec 2, T028N, R105W, Sublette County

LOTS 1-4
S2

Parcel 03 Description: Sec 3, T028N, R105W, Sublette County

LOTS 1-3 & 5
N2SW
SESW

Parcel 04 Description: Sec 4, T028N, R105W, Sublette County

LOTS 1, 2, 5, 6,
S2

Parcel 05 Description: Sec 8, T028N, R105W, Sublette County

E2

Parcel 06 Description: Sec 9, T028N, R105W, Sublette County

N2NW
SWNW
SW

Parcel 07 Description: Sec 10, T028N, R105W, Sublette County

NE
NENW
S2NW

Parcel 08 Description: Sec 11, T028N, R105W, Sublette County

N2NE
NW
NWSW

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 01 Description: Sec 13, T028N, R105W, Sublette County

W2
SE

Parcel 02 Description: Sec 14, T028N, R105W, Sublette County

E2

Parcel 06 Description: Sec 23, T028N, R105W, Sublette County

NE

Parcel 07 Description: Sec 24, T028N, R105W, Sublette County

N2

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 02 Description: Sec 27, T028N, R105W, Sublette County

SW

Parcel 05 Description: Sec 32, T028N, R105W, Sublette County

E2

Parcel 06 Description: Sec 34, T028N, R105W, Sublette County

N2NE
W2
SE

Inst # WY-71-58 Dated 08/01/1999 Recorded: Liber 113 Page 115

Lessor
BLM WYW148555
PO BOX 1828
CHEYENNE, WY 82003-1828

Lessee
CLARK NYE

Parcel 01 Description: Sec 1, T028N, R106W, Sublette County

[redacted] [redacted] [redacted]

LOTS 1-4
S2S2

Parcel 02 Description: Sec 2, T028N, R106W, Sublette County

LOTS 1-4
S2S2

Parcel 03 Description: Sec 10, T028N, R106W, Sublette County

N2
SE

Parcel 04 Description: Sec 11, T028N, R106W, Sublette County

ALL OF SECTION

Inst # WY-71-59 Dated 08/02/1999 Recorded: Liber 112 Page 321

Lessor
ELDON M. SPICER ESTATE (DEC'D)
C/O THOMAS E. SPICER
1208 HILLTOP DR.
STE. 103
ROCK SPRINGS, WY 82901

Lessee
WOLVERINE GAS AND OIL COR

Parcel 06 Description: Sec 33, T028N, R104W, Sublette County

W/2 W/2

Inst # WY-71-74 Dated 11/02/1999 Recorded: Liber 112 Page 666

Lessor
WY 99-00562
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 11, T028N, R104W, Sublette County

SE

Inst # WY-71-75 Dated 11/02/1999 Recorded: Liber 112 Page 668

Lessor
WY 99-00563
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 14, T028N, R104W, Sublette County

N2NE
NENW
S2NW
N2S2

Inst # WY-71-76 Dated 11/02/1999 Recorded: Liber 112 Page 670

Lessor
WY 99-00564
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 32, T028N, R104W, Sublette County

SESE

Inst # WY-71-80 Dated 11/02/1999 Recorded: Liber 112 Page 678

Lessor
WY 99-00578
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 9, T028N, R105W, Sublette County

SWNE

Inst # WY-71-81 Dated 11/02/1999 Recorded: Liber 112 Page 680

Lessor
WY 99-00579
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 11, T028N, R105W, Sublette County

SWSE

Inst # WY-71-82 Dated 11/02/1999 Recorded: Liber 112 Page 682

Lessor
WY 99-00582
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 25, T028N, R105W, Sublette County

SWNW

[redacted] [redacted] [redacted]

Inst # WY-71-83 Dated 11/02/1999 Recorded: Liber 112 Page 684

Lessor
WY 99-00583
122 WEST 25TH STREET
CHEYENNE, WY 82002

Lessee
WOLVERINE GAS AND OIL COR

Parcel 01 Description: Sec 36, T028N, R105W, Sublette County

ALL

Inst # WY-71-88 Dated 12/1/2000 Recorded: Liber Page 0

Lessor
BLM WYW 151799
PO BOX 1828
CHEYENNE WY 82003-1828

Lessee
HANSON & STRAHN, INC.

Parcel 01 Description: Sec 1, T028N, R105W, Sublette County

SE

Parcel 02 Description: Sec 9, T028N, R105W, Sublette County

SE

Parcel 03 Description: Sec 11, T028N, R105W, Sublette County

S2NE NESW S2SW N2SE SESE

Parcel 04 Description: Sec 12, T028N, R105W, Sublette County

ALL

Parcel 05 Description: Sec 13, T028N, R105W, Sublette County

NE

Parcel 06 Description: Sec 35, T028N, R105W, Sublette County

ALL

Exhibit B

Attached to and made a part of that certain Assignment dated effective August 1, 2001, from SWEPI LP to AEC OIL & GAS (USA) INC.

1. Letter Agreement dated January 5, 2000, between Wolverine Gas and Oil Corporation and Mark S. Svoboda and Julie G. Svoboda, Trustees of the Svoboda Family 1997 Revocable Trust Agreement dated December 19, 1997.

2. Lease Acquisition Agreement dated March 15, 1999, by and between Kirkwood Oil and Gas and Wolverine Gas and Oil Corporation, as amended (i) as of August 1, 2001, (ii) as of September 20, 2000, and (iii) as of November 15, 2000.

3. Purchase and Sale and Exploration Agreement and Operating Agreement dated effective May 1, 2001, by and between SWEPI LP and Wolverine Gas and Oil Corporation.

Plant:GRANGER
Well: Scott # 2
AFE No.: 828910

2/94

PIPELINE EASEMENT

RECORDED Dec 31 20 04 4:40 PM
IN BOOK 120 Q+6 PAGE 490
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL BY THESE PRESENTS: 288069

That Nerd Gas Company.
P.O. Box 3003
Casper, WY 82602

Hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto Mountain Gas Resources, Inc., having its principal office at 12200 N. Pecos St., Denver, Colorado 80234, and to its successors and assigns, hereinafter referred to as Grantee, the exclusive right, privilege and easement to construct, maintain and operate a pipeline or pipelines, and appurtenances thereto on, over, under, across and through a strip of land thirty feet (30) in width and being fifteen (15) feet on each side of the center line specifically described as herein set forth over and across lands of Grantor in the County of Sublette and State of Wyoming, to wit:

A portion of Section 2, Township 31 North, Range 109 West, Sublette County, Wyoming as shown on Exhibit "A" attached hereto and made a part hereof.

covering a distance of approximately 242 rods, more or less.

TO HAVE AND TO HOLD unto Grantee, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, for the purpose of constructing, operating, inspecting, repairing, maintaining, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. All pipelines constructed by Grantee shall, at the time of construction thereof, be buried to such depth as will not interfere with ordinary cultivation.

2. During construction or removal, Grantee shall have the right to use an additional strip of land not more than twenty-five feet (25') in width on each side of the easement strip referred to above for working space only and additional work space of one hundred feet by one hundred and fifty feet

(100' X 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

4. Grantee will minimize to the best of its ability the surface disturbance from its proposed pipelining activities in the farm's hay meadows during the June, July, August and September irrigating season.

5. Grantee will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above described land.

6. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

7. The center line description location and dimensions of the pipeline easement shall be established by a survey which shall be attached hereto as Exhibit "A: and made a part hereof.

8. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Premises and thereupon be subrogated to such lien and rights incident thereto.

9. The rights of the parties may be assigned in whole or in part.

10. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein.

This instrument and the rights, easements and agreements herein contained shall be convenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 16 day of NOVEMBER, 2001.

Cary E. Brus

By: CARY E. BRUS
As: V.P.

SS or Tax ID No. 83-0293484

STATE OF Wyoming)
)ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 16 th day of November, 2001 by Cary E. Brus AS Vice President on behalf of Nerd Gas Company.

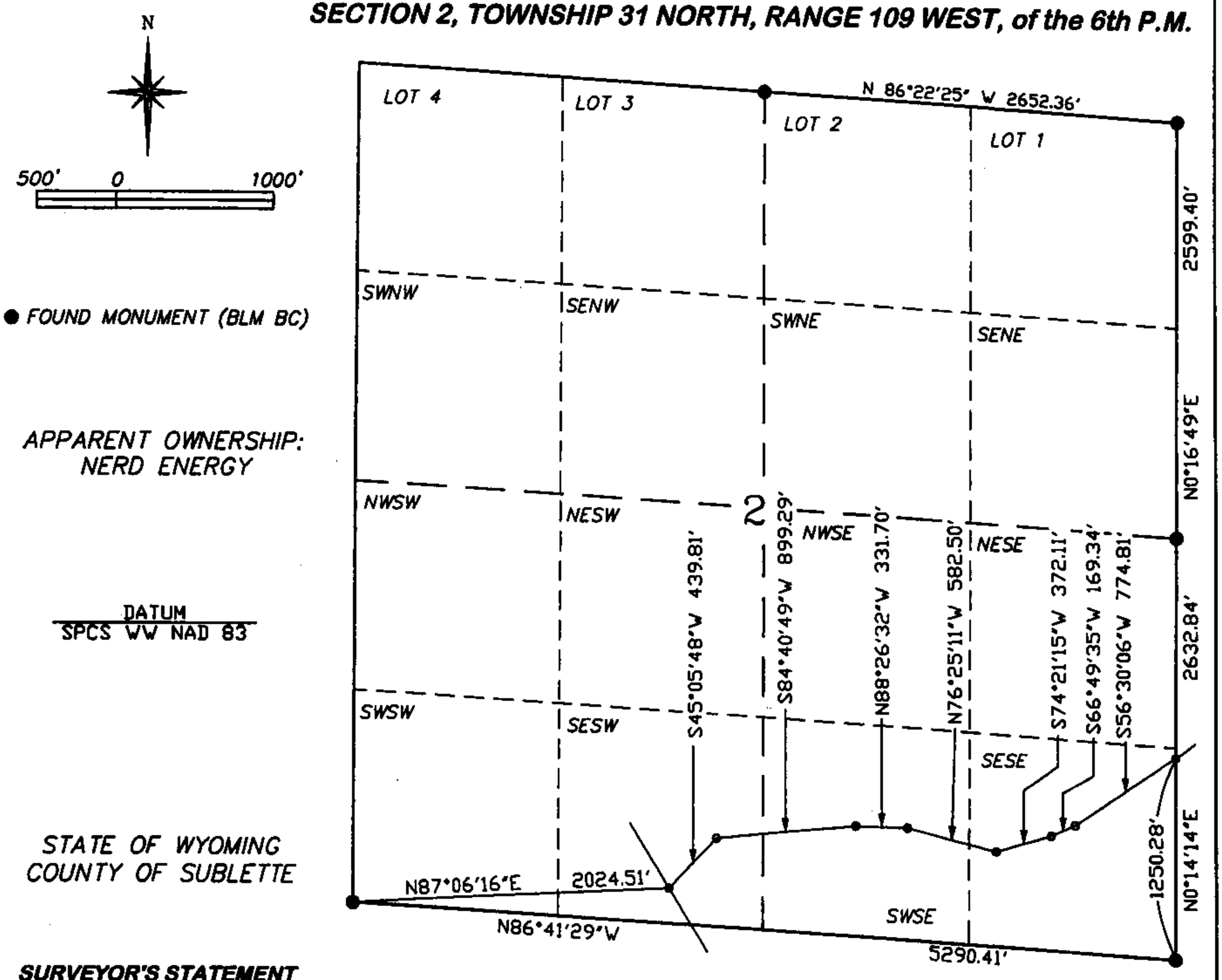
Witness my hand and seal.

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

My Commission Expires: 6 April 2003

Notary Public

SECTION 2, TOWNSHIP 31 NORTH, RANGE 109 WEST, of the 6th P.M.



SURVEYOR'S STATEMENT

I, Louis A. Pence, state that I am by occupation a Registered Land Surveyor employed by MOUNTAIN GAS RESOURCES, to make a survey of this pipeline as shown on this map; that the survey of said works was made by me under authority, commencing on the 11th day of November 2001, and that such survey is accurately represented upon this map.

Total R-O-W Width 30 Feet,
15 Left, 15 Right of Centerline.
3569.56 Feet, 216.34 Rods, 2.46 Acres.

REVISED: 12/15/2001 VRW
JOB DESCRIPTION: PL: SCOTT #2

Professional Land Surveyor
LOUIS A. PENCE
6450
WYOMING PLS No. 6450
12/19/01
Date
Wyoming

DRIFFIN & ASSOCIATES, INC.

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

SCALE: 1" = 1000'
JOB No. 8129
DATE: 11/7/01

A MAP SHOWING R-O-W EASEMENT FOR A PIPELINE PREPARED FOR: MOUNTAIN GAS RESOURCES 12200 N. PECOS STREET DENVER, COLORADO 80234

PL: SCOOT #2
JOB No.8129

LEGAL DESCRIPTION

AN EASEMENT 30.00 FEET WIDE FOR A PIPELINE LYING WITHIN SECTION 2, TOWNSHIP 31 NORTH, RANGE 109 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF SUBLETTE, STATE OF WYOMING, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2, THENCE NORTH 0°14'14" EAST, 1250.28 FEET ALONG THE EAST LINE OF SAID SECTION 2 TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 56°30'06" WEST, 774.81 FEET; THENCE SOUTH 66°49'35" WEST, 169.34 FEET; THENCE SOUTH 74°21'15" WEST, 372.11 FEET; THENCE NORTH 76°25'11" WEST, 582.50 FEET; THENCE NORTH 88°26'32" WEST, 331.70 FEET; THENCE SOUTH 84°40'49" WEST, 899.29 FEET; THENCE SOUTH 45°05'48" WEST, 439.81 FEET TO THE POINT OF TERMINUS ON AN EXISTING PIPELINE, SAID POINT BEING NORTH 87°06'16" EAST, 2024.51 FEET FROM SOUTHWEST CORNER OF SAID SECTION 2.

CONTAINING 2.46 ACRES AND HAVING 216.34 RODS MORE OR LESS.

288092

RECORDED Jan 2 2002 1:45 PM
IN BOOK 120 O+G PAGE 495
FEES $ 34.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTIES OF LINCOLN,
SUBLETTE & SWEETWATER §

D & R ENERGY PROGRAM - 1978, a Minnesota limited partnership with offices at 6024 Medicine Lake Rd., Minneapolis, Minnesota 55422 ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Burlington Resources Oil & Gas Company, LP with offices at 3300 North "A" Street, Building 6, Midland, Texas 79705 ("Assignee"), all of Assignor's right, title, and interest in and to the following assets:

(i) The oil and gas leases, leasehold interests, overriding royalty interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits and other agreements, and other properties and interests described on Exhibit "A" attached hereto (limited as to the interests, lands and depths indicated in the Exhibit "A") (collectively, the "Leases"), together with Assignor's right, title and interest in and to the property and rights incident

thereto, including, but not limited to, as of the Effective Time, rights in, to, and under agreements, leases, permits, rights-of-way, easements, licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature in any way relating thereto;

(ii) The wells, equipment, materials, fixtures and improvements on the Leases as of the Effective Time, appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and other appurtenances thereunto belonging (the "Equipment"); provided, however, Equipment shall not include leased equipment located on the Leases; and

(iii) The unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or interests described in Exhibit "A" or which relate to units or wells located on the Leases, including the units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and interest created thereby in the Leases.

Assignor's interests in these assets is herein collectively referred to as the "Assets".

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

This Assignment and Bill of Sale is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations or alleged or threatened liabilities and obligations of Assignor that arise under the Assets and all assignments, operating agreements, leases, permits, deeds, rights-of-way, licenses, easements, options, orders, gas purchase contracts, product purchase and sale agreements, gas gathering agreements, gas transportation agreements, gas processing agreements, or any other agreements or contracts attributable to, affecting, or otherwise relating to the Assets, including, but not limited to, any and all liabilities and obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Assets, and (iii) necessary to comply with all laws and governmental regulations with respect to the Assets, including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land, or any governmental request or other requirement to abandon any pipeline or facility or take any

clean-up, remedial or other action with respect to the Assets, regardless of when the events occurred that caused such condition to exist or the obligation to arise. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the obligations and liabilities or alleged or threatened liabilities and obligations of Assignor for any violation of Environmental Laws (as defined in the Agreement) with respect to the Assets, regardless of when the events occurred that caused such condition to exist or the obligation to arise.

THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY; PROVIDED, HOWEVER, ASSIGNOR HEREBY SPECIALLY WARRANTS AND AGREES TO DEFEND THE TITLE TO THE ASSETS AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS OR ENTITIES CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY ASSIGNOR AND WAIVED BY ASSIGNEE. THE ASSETS HAVE BEEN USED FOR OIL AND GAS

DRILLING, PRODUCTION, PIPELINE, TRANSPORTATION, STORAGE AND RELATED OPERATIONS. PHYSICAL CHANGES IN THE ASSETS AND IN THE LANDS BURDENED THEREBY MAY HAVE OCCURRED AS A RESULT OF SUCH USES. THE ASSETS MAY ALSO INCLUDE BURIED PIPELINES AND OTHER EQUIPMENT, THE LOCATIONS OF WHICH MAY NOT BE KNOWN BY ASSIGNOR OR READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS. ASSIGNEE HAS INSPECTED THE LEASES, THE EQUIPMENT AND THE ASSOCIATED PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND HAS ACCEPTED ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL AND MAN-MADE MATERIAL FIBERS. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS, OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

TO THE EXTENT APPLICABLE TO THIS TRANSACTION, ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCIAL CODE (A LAW THAT

GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS). AFTER CONSULTATION WITH AN ATTORNEY OF ITS CHOICE, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER.

This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

This Assignment and Bill of Sale may be executed in counterparts, all of which are identical except that, to facilitate recordation, in certain counterparts hereof which are being recorded, there may be included only that portion of Exhibit "A" which describes Assets located in the county where a particular counterpart is being recorded. All such counterparts shall constitute one and the same instrument.

Separate assignments of the Assets may be executed on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms set forth herein as fully as though they were set forth in such separate assignments. The Assets conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

This Assignment and Bill of Sale is subject to all of the terms and conditions of that certain Asset Purchase and Sale Agreement

by and between Assignor and Assignee dated December 20, 2001 (the "Agreement").

IN WITNESS WHEREOF, this instrument is executed the 31st day of December, 2001, but shall be effective as of the 1st day of November, 2001 (the "Effective Time")

ASSIGNOR

D & R ENERGY PROGRAM - 1978

By: David L. Herbaly
David L. Herbaly, Attorney-In-Fact
Of D & R Energy, Inc., General Partner

ASSIGNEE

BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: Don W. Davis

Name: Don W. Davis

Title: Attorney-In-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Don W. Davis, Attorney-In-Fact of Burlington Resources Oil & Gas Company LP by BROG GP Inc., its sole General Partner, known to me to be the person and officer 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 therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 31st day of December, 2001.

LEANNA M. HOWELL NOTARY PUBLIC STATE OF COLORADO

Leanna M. Howell
Notary Public
1515 Arapahoe St, Suite 1350
Denver, CO 80202

My commission expires: 8-6-02

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared David L. Herbaly, Attorney-In-Fact of D & R Energy, Inc., a Minnesota corporation, general partner of D & R Energy Program - 1978, a Minnesota limited partnership, known to me to be the person and officer 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 therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 31st day of December, 2001.

LEANNA M. HOWELL NOTARY PUBLIC STATE OF COLORADO

Leanna M. Howell
Notary Public
1515 Arapahoe St, Suite 1350
Denver, CO 80202

My commission expires: 8-6-02

EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
LITTLE MONUMENT											
W-128180	USA	01-01-93	01-01-03	T25N-R111W	10	Lots 2 (40.07), 4 (40.04), 5 (40.03), 7 (40.06),	240.25	SWEETWATER	0.02247800	0.01966825	
						11 (40.03), 13 (40.02)					
	This lease could be HBP if the SW/4 Sec 10 were communitized					(originally W2NE,W2NW,E2SW)					
	(LMU 30-10 well)										
W-5582	USA	05-01-67	HBP	T25N-R111W	10	Lots 3 (40.06), 6 (40.04) (originally E2NW)	80.10	SWEETWATER			
						Surface to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994838	
					10	Lot 12 (40.02), SWSW (originally W2SW)	80.02				
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994838	
					10	Lots 10 (40.05), 14 (40.03) (originally W2SE)	80.08				
						Surface to base of 2nd Frontier BPO					0.00065748
						Surface to base of 2nd Frontier APO			0.01458000	0.01202040	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994838	
W-2096	USA	11-01-66	HBP	T25N-R111W	10	Lots 9 (40.06), 15 (40.05)(originally E2SE)	80.11	SWEETWATER			
						Surface to base of 2nd Frontier BPO					0.00065748
						Surface to base of 2nd Frontier APO			0.00899100	0.00738448	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02461494	
						Below 10,580'			0.01248750	0.00994838	
					10	Lots 1 (40.09), 8 (40.07) (originally E2NE)	201.52				
					11	Lots 4 (40.32), 5 (40.29), 6 (40.75)					
						(originally W2NW, SENW)					
						Surface to 10,580'			0.02997000	0.02461494	
						Below 10,580'			0.01248750	0.00994838	
					11	Lots 11 (40.09), 12 (40.06), 13 (40.03),	160.24				
						14 (40.06)(originally SW)					
						Surface to 10,580'			0.02997000	0.02461494	
						Below 10,580'			0.01248750	0.00994838	
					14	Lots 3 (40.03), 4 (40.03), 5 (40.05), 6 (40.06)	160.17				
						(originally NW)					
						Surface to 10,580' - BPO			0.04162500	0.03246750	
						Surface to 10,580' - APO			0.02997000	0.02461494	
						Below 10,580'			0.01248750	0.00994838	

503

EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
W-52074-A	USA	10-01-75	HBP	T25N-R111W	11	Lots 9 (40.19), 16 (40.14) (originally E/2SE)	80.33	SWEETWATER	0.02497500	0.02010488	
					14	Lots 1 (40.04), 2 (40.03), 7 (40.03), 8 (40.04)					
						(originally NE)					
						All depths - BPO			0.04162500	0.03090656	
						All depths - APO			0.02497500	0.02010488	
W-6738	USA	07-01-67	HBP	T25N-R111W	12	Lots 1 (40.54), 2 (40.62), 3 (40.10), 4 (40.04),	644.15	SWEETWATER			
						5 (40.15), 6 (40.51), 7 (40.43), 8 (40.29), 9					
						(40.33), 10 (40.15), 11 (40.19), 12 (40.22), 13					
						(40.18), 14 (40.22), 15 (40.18), NWNW					
						(originally ALL)					
						Surface to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994838	
W-52072	USA	10-01-75	HBP	T25N-R111W	13	Lots 1 (39.93), 2 (39.99), 3 (40.11), 4 (40.17),	320.33	SWEETWATER	0.02497500	0.02010488	
						5 (40.21), 6 (40.16), 7 (39.91), 8 (39.85)					
						(originally N2)					
W-32472	USA	01-01-72	HBP	T25N-R111W	14	Lots 9 (40.08), 10 (40.07), 11 (40.08), 12	320.72	SWEETWATER			
						(40.07), 13 (40.09), 14 (40.10), 15 (40.11), 16					
						(40.12) (originally S2)					
						BPO			0.04162500	0.03090656	
						APO			0.02497500	0.02010488	
					23	Lots 1 (40.14), 2 (40.13), 3 (40.12), 4 (40.11),	481.81		0.02497500	0.02010488	
						5 (40.13), 6 (40.14), 7 (40.15), 8 (40.16), 11					
						(40.19), 12 (40.16), 13 (40.17), 14 (40.21)					
						(originally N2, SW)					
W-148305	USA	06-01-99	06-01-09	T25N-R111W	15	Lots 3 (40.03), Lot 6 (40.07) (originally E2NW)	80.10	SWEETWATER	0.03209660	0.02808453	
67-10888	STATE OF WYOMING	11-02-67	HBP	T25N-R111W	16	ALL	640.00	SWEETWATER			
						Surface to base of 2nd Frontier BPO					0.00042978
						Surface to base of 2nd Frontier APO			0.00666000	0.00543544	
						Base of 2nd Frontier to 10,580'			0.02664000	0.02174178	
						Below 10,580'			0.00416250	0.00335081	
W-6739	USA	07-01-67	HBP	T25N-R111W	21	Lots 1 (40.14), 8 (40.15)(originally E2NE)	80.29	SWEETWATER			
						Surface to base of 2nd Frontier BPO					0.00077006
						Surface to base of 2nd Frontier APO			0.00749250	0.00608349	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	

504

505

EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
					21	Lots 3 (40.25), 4 (40.31)(originally N2NW)	80.56				
						Surface to base of 2nd Frontier BPO					0.00077006
						Surface to base of 2nd Frontier APO			0.00224775	0.00182505	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
					21	Lots 5 (40.29), 6 (40.23), 9 (40.16), 10 (40.21),	241.28				
						15 (40.22), 16 (40.17)(originally S2NW, SE)					
						Surface to base of 2nd Frontier			0.02997000	0.02433398	
						Ownership of future Frontier wells			0.00888914	0.00722252	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
					21	Lots 12 (40.25), 13 (40.30)(originally W2SW)	80.55				
						Surface to base of 2nd Frontier			0.02997000	0.02433398	
						Ownership of future Frontier wells			0.02965160	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
W-51666	USA	09-01-75	HBP	T25N-R111W	21	Lot 2 (40.20)(originally NWNE)	40.20	SWEETWATER			
						All depths			0.00000000	0.00000000	
					21	Lots 7 (40.22), 11 (40.21), 14 (40.25)	120.68				
						(originally SWNE, E2SW)					
						All depths			0.00000000	0.00000000	
						Ownership of future Frontier wells			0.02962516	0.02407077	
					22	Lots 4 (40.14), 5 (40.15)(originally W2NW)	80.29				
						Surface to base of 2nd Frontier BPO					0.00006244
						Surface to base of 2nd Frontier APO			0.00312188	0.00251311	
					22	Lot 9 (40.21)(originally NESE)	40.21				
						Surface to base of 2nd Frontier			0.01248750	0.01005244	
					22	Lot 16 (40.22)(originally SESE)	40.22				
						Surface to base of 2nd Frontier			0.01248750	0.01005244	
						Ownership of future Frontier wells			0.02962516	0.02407077	
W-6739A	USA	07-01-67	HBP	T25N-R111W	22	Lots 1 (40.19), 2 (40.18), 3 (40.16), 6 (40.17),	241.09	SWEETWATER			
						7 (40.19), 8 (40.20)(originally NE, E2NW)					
						Surface to base of 2nd Frontier BPO					0.00077006
						Surface to base of 2nd Frontier APO			0.00749250	0.00608349	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
					22	Lots 10 (40.20), 11 (40.18), 12 (40.17)	120.55				
						(originally N2SW, NWSE)					
						Surface to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	

EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
					22	Lot 13 (40.18)(originally SWSW)	40.18				
						Surface to base of 2nd Frontier			0.02997000	0.02433398	
						Ownership of future Frontier wells			0.02962516	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
					22	Lots 14 (40.19), 15 (40.21)(originally SESW,	80.40				
						SWSE)					
						Surface to base of 2nd Frontier			0.02997000	0.02433398	
						Ownership of future Frontier wells			0.02962516	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02433398	
						Below 10,580'			0.01248750	0.00994838	
W-36420	USA	10-01-72	HBP	T25N-R111W	26	Lots 9 (40.42), 10 (40.35), 15 (40.39), 16	161.62	SWEETWATER			
						(40.46) (originally SE)					
						All depths			0.06660000	0.04928400	
					26	Lots 11 (40.20), 13 (40.19), 14 (40.20)	120.59				
						(originally NESW, S2SW)					
						Surface to base of 2nd Frontier			0.01998000	0.01478520	
						Ownership of future Frontier wells			0.01720729	0.01289453	
						Below base of 2nd Frontier			0.06660000	0.04928400	
					26	Lot 12 (40.19)(originally NWSW)	40.19				
						Surface to base of 2nd Frontier			0.06660000	0.04928400	
						Ownership of future Frontier wells			0.01720729	0.01289453	
						Below base of 2nd Frontier			0.06660000	0.04928400	
W-61043	USA	11-01-77	HBP	T25N-R111W	26	Lots 1 (40.29), 2 (40.27) (originally N2NE)	80.56	SWEETWATER			
						Surface to base of 2nd Frontier BPO					0.00033300
						Surface to base of 2nd Frontier APO			0.01665000	0.01340325	
						Below base of 2nd Frontier			0.06660000	0.05361300	
W-2686	USA	12-01-66	HBP	T25N-R111W	26	Lots 4 (40.19), 5 (40.19)(originally W2NW)	80.38	SWEETWATER			
						Surface to base of 2nd Frontier			0.02997000	0.02461390	
						Ownership of future Frontier wells			0.02962516	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02461390	
						Below 10,580'			0.01248750	0.01006284	
					26	Lots 3 (40.21), 6 (40.22), 7 (40.32), 8 (40.35)	161.10				
						(originally E2NW, S2NE)					
						Surface to base of 2nd Frontier BPO					0.00099692
						Surface to base of 2nd Frontier APO			0.00749250	0.00615348	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02461390	
						Below 10,580'			0.01248750	0.01006284	

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EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
W-1316	USA	10-01-66	HBP	T25N-R111W	27	Lot 7 (40.19)(originally SWNE)	40.19	SWEETWATER			
						Surface to base of 2nd Frontier			0.04270725	0.03468320	
						Ownership of future Frontier wells			0.02962516	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
					27	Lots 11 (40.16), 12 (40.15), 13 (40.13),	160.59				
						14 (40.15)(originally SW)					
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Ownership of future Frontier wells			0.01185009	0.00962831	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
					27	Lots 1 (40.23), 2 (40.21), 8 (40.21)	120.65				
						(originally N2NE, SENE)					
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Ownership of future Frontier wells			0.02962516	0.02407077	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
					28	Lots 7 (40.18), 8 (40.14), 11 (40.19), 12 (40.24	241.20				
						13 (40.25), 14 (40.20)(originally S2NE, SW)					
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Ownership of future Frontier wells			0.01185009	0.00962831	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
W-1317	USA	10-01-66	HBP	T25N-R111W	27	Lots 3 (40.20), 5 (40.16), 6 (40.18), 9 (40.19),	361.50	SWEETWATER			
						10 (40.18), 15 (40.16), 16 (40.18)					
						(originally NENW, S2NW, SE)					
					28	Lots 9 (40.13), 16 (40.12)(originally E2SE)					
						Surface to base of 2nd Frontier			0.04270725	0.03468320	
						Ownership of future Frontier wells			0.01185219	0.00963002	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
					28	Lots 5 (40.22), 6 (40.18)(originally S2NW)	80.40				
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Ownership of future Frontier wells			0.02963050	0.02407510	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
					27	Lot 4 (40.18)(originally NWNW)	120.53				

EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
					28	Lots 10 (40.18), 15 (40.17)(originally W2SE)					
						Surface to base of 2nd Frontier			0.02997000	0.02470860	
						Ownership of future Frontier wells			0.01185219	0.00963002	
						Base of 2nd Frontier to 10,580'			0.02997000	0.02470860	
						Below 10,580'			0.01248750	0.00994840	
W-53092	USA	01-01-76	HBP	T25N-R111W	28	Lots 1 (40.16), 2 (40.20)(originally N2NE)	80.36	SWEETWATER			
						All depths			0.00000000	0.00000000	
						Ownership of future Frontier wells			0.01185009	0.00962831	
					28	Lots 3 (40.22), 4 (40.26)(originally N2NW)	80.48				
						All depths			0.00000000	0.00000000	
						Ownership of future Frontier wells			0.02963050	0.02407510	
W-109192	USA	Communitization Agreement covering NE/4 Sec. 26 - Little Monument 20-26 well									
W-146651	USA	Communitization Agreement covering SW/4 Sec. 26 - Lincoln Road 40-26 well									
W-149535	USA	Communitization Agreement covering WSA 33-10 wellbore									
Little Monument II Unit Frontier Participating Area "A"					14	Lots 1-16 (All)	641.03				
Little Monument II Unit Frontier Participating Area "B"					21	Lots 5-7, 9-16 (S2NW, SWNE, S2)	2,049.95				
					22	Lots 13-16 (S2S2)					
					23	Lot 13 (SWSW)					
					26	Lots 4,5,12 (W2NW, NWSW)					
					27	Lots 1-16 (All)					
					28	Lots 1-16 (All)					
BIRD CANYON											
W-51347	USA	08-01-75	HBP	T27N-R111W	5	NW	160.00	SUBLETTE	0.05025000	0.03982313	
						Surface to the base of the stratigraphic equivalent of 11391' in the Federal 10-5 well, NW 5-27-111					
					5	SW	800.00		0.03015000	0.02412000	
					6	S2NE, SE					
					7	NE					
					8	NW, N2SW					
						Surface to the base of the stratigraphic equivalent of 11391' in the Federal 10-5 well, NW 5-27-111					
W-67808	USA	06-01-79	HBP	T27N-R111W	6	N2NE	240.00	SUBLETTE	0.05025000	0.03919500	
					7	SE					
W-68117	USA	07-01-79	HBP	T27N-R111W	8	S2SW	400.00	SUBLETTE	0.05025000	0.04045125	
					17	W2					

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EXHIBIT "A"

D & R ENERGY PROGRAM - 1978
LEASE SCHEDULE

LEASE #	LESSOR	EFF DATE	EXPIRATION DATE	TWP-RGE	SEC	DESCRIPTION	ACRES	COUNTY	WI	NRI	ORRI
W-35398	USA	07-01-72	HBP	T27N-R111W	8	SWSE	200.00	SUBLETTE	0.03015000	0.02396925	
					17	NE					
						Surface to base of the stratigraphic equivalent of 11391' found in Federal 10-5 well, NW 5-27-111					
W-54136	USA	04-01-76	HBP	T27N-R111W	14	ALL	960.00	SUBLETTE	**0.03015000**	**0.02427075**	
					15	SE					
					15	SW			**0.05025000**	**0.03781313**	
						Surface to the base of the stratigraphic equivalent of 11694' in the Federal 30-15 well, SW 15-27-111					
						Excludes the wellbore of the Bird Canyon Federal 30-15 well, SW 15-27-111					
W-35399	USA	07-01-72	HBP	T27N-R111W	15	N2	320.00	SUBLETTE	**0.05025000**	**0.04045125**	
W-36422	USA	10-01-72	HBP	T27N-R111W	22	N2	800.00	SUBLETTE			
					25	W2, SE					
						Surface to stratigraphic equivalent of 11750'			0.03015000	**0.02577825**	
						in Fedl 30-23 well, SW 23-27-111					
					23	ALL	1,280.00				
					26	ALL					
						From 5500' to stratigraphic equivalent of			0.03015000	**0.02577825**	
						11750' in Fedl 30-23 well					
W-34033	USA	05-01-72	HBP	T27N-R111W	29	NENE	40.00	SUBLETTE	0.04020000	0.03437100	
W-62508	USA	11-01-78	HBP	T27N-R111W	29	W2, W2NE, SENE, SE	600.00	SUBLETTE	0.05025000	0.04045125	
W-63821	USA	07-01-78	HBP	T27N-R111W	32	LOTS 3,4, N2SE, NE	299.86	SUBLETTE	0.05025000	0.04045125	
W-119590	CA (Bird Cyn 20-6)			T27N-R111W	6	NE	160.00				
Pooling Agreement dated 7-15-81				T27N-R111W	6	E2					
Pooling Agreement dated 7-15-81				T27N-R111W	7	E2					
Pooling Agreement dated 7-24-81				T27N-R111W	8	W2					
NCR-431	CA (Bird Cyn 30-8)			T27N-R111W	8	SW					
W-110271	CA (Bird Cyn 30-15)			T27N-R111W	15	W2					
NRM-1878	CA (Bird Cyn 20-29, 40-29)			T27N-R111W	29	E2					

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Doris McMurry

(referred to as Assignor) for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey, assign, transfer and set over unto Doris McMurry Trustee of the Doris McMurry Revocable Trust, P.O. Box 50790, Casper, WY 82605 (referred to as Assignee), all of Assignor's right, title and interest in and to all working interest, royalty or overriding royalty owned by Assignor in the oil, gas and other hydrocarbons produced, saved and marketed from the following described lands in Sublette County, Wyoming, to-wit:

Mineral interest described in Exhibit "A" and any other oil and gas leases (including all leasehold estates, mineral estates, royalty interest, overriding royalty interest, and all other interest therein) whether or not such Leases are described on Exhibit "A".

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment as of this 26th day of December, 2001.

RECORDED Jan 4 2002 3:10 PM
IN BOOK 120 O+G PAGE 510
FEES $ 57.50 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

288141

Doris McMurry
Doris McMurry

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 26th day of December, 2001, by Doris McMurry.

Witness my hand and notarial seal.

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

Dorothy Reimann
Notary Public

My Commission Expires: 9-19-2005

[redacted]

Exhibit "A"
Lease Schedule

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, date December 26, 2001, between Doris McMurry, as Assignor, and Doris McMurry Trustee of the Doris McMurry Revocable Trust, as Assignee.

Lease No.	Lessor	Lessee	Legal Description	Recording Data Book	Page
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 10: S2 Section 14: SW Section 15: All	12	144
WY-051-00011-00	WYW-015316	Fred M. Manning, Jr.	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S2NW, S2 Section 9: N2 Section 10: NW Township 31 North, Range 108 West, 6th P.M. Section 29: SE Section 32: E2 Section 33: SW	11	247
WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 14: NENW, S2NW	12	43
WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW	12	36
WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NWNW	12	226
WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M. Section 14: SW, S2NW Section 23: E2 Section 24: W2SW	12	251

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Exhibit "A"
Lease Schedule

WY-051-00016-00	WYW-026026	Elizabeth Rawson	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.	12	246
WY-051-00017-00	WYW-06269	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E2 Section 24: N2, SE, E2SW Section 25: All	12	113
WY-051-00018-00	WYW-06270	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S2NW, S2 Section 3: All Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW	12	106
WY-051-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 27: S2 Section 28: SE Section 33: E2 Section 34: All Section 35: SW	12	127

Exhibit "A"
Lease Schedule

WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: NE, SW	88	447
WY-051-00022-00	WYW-131987	Howell Spear	Township 30 North, Range 107 West, 6th P.M. Section 15: NE, SW Section 22: NE, SW Section 27: NE, SW	114	710
WY-051-00023-00	WYW-133052	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW Section 28: NE, SW Section 34: SW	97	458
WY-051-00024-00	WYW-141753	L.M. Grace, Jr.	Township 29 North, Range 107 West, 6th P.M. Section 10: SW Section 15: NE, SW Section 21: NE, SW Section 22: NE, SW Section 23: NE, SW Section 27: NE, SW	115	102
WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S2N2, S2 Section 8: N2 Township 31 North, Range 108 West, 6th P.M. Section 30: E2 Section 32: W2	12	184

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Exhibit "A"
Lease Schedule

WY-051-00026-00	WYW-144996	R.A. Trombley	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S2NE Township 31 North, Range 108 West, 6th P.M. Section 29: W2 Section 31: E2	12	200
WY-051-00028-00	WYW-144993	Floyd H. Schroeder	Township 31 North, Range 108 West, 6th P.M. Section19: Lots 3, 4, E2SW Section 30: Lots 1-4, E2W2 Section 31: Lots 1, 2, 3, 4, E2W2	12	151
WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W2SW4	88	744
WY-051-00031-00	ST WY94-00148	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 16: NE, SW	96	426
			Township 30 North, Range 107 West, 6th P.M. Section 20: E2NE Section 29: NE, SW Section 30: E2NE Section 31: Lots 3, 4, E2SW4, NE Section 32: NE, SW	115	23
WY-051-00040-00	WYW-137342	John P. Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Section 3: Lots 1, 2, S2NE, SE Section 10: NE, SENW	115	115

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Exhibit "A"
Lease Schedule

WY-051-00041-00	WYW-141754	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	115	24
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	Township 29 North, Range 107 West, 6th P.M. Section 7: N2NE Section 8: NW Section 9: N2N2 Section 10: N2NW	115	131
WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NENW	88	470
WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N2SE, SWNE	88	470
WY-051-00048-00	WYW-150655	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	97	457
WY-051-00049-00	B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NESE, S2SE Section 11: Lots 2, 3, 5, 6, 7, NWSW, S2NW, W2NE Section 14: Lots 1, 2, NENW Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6	58	626

Exhibit "A"
Lease Schedule

			and 7 of Section 11,Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SWNW Section 11: Jensen #1 in SESE, Section11: and Jensen #3 in NENW Section 14, Township 31 North, Range 109 West.		
WY-060-00002-00	Elva L. Viable	Leonard Hay	Township 31 North, Range 108 West, 6th P.M. Section 5: NWNW, SWNW Section 6: NE, S2NW, SW Section 7:N2NW, NWNE Township 32 North, Range 108 West, 6th P.M. Section 32: S2SW Township 31 North, Range 109 West, 6th P.M. Section 1: S2NE, SE, E2SW, SWSW Section 12: N2NE, N2NW, SWNW	99	83

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W.N. "Neil" McMurry

(referred to as Assignor) for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey, assign, transfer and set over unto W.N. McMurry Trustee of the W.N. McMurry Revocable Trust, P.O. Box 50790, Casper, WY 82605 (referred to as Assignee), all of Assignor's right, title and interest in and to all working interest, royalty or overriding royalty owned by Assignor in the oil, gas and other hydrocarbons produced, saved and marketed from the following described lands in Sublette County, Wyoming, to-wit:

> Mineral interest described in Exhibit "A" and any other oil and gas leases (including all leasehold estates, mineral estates, royalty interest, overriding royalty interest, and all other interest therein) whether or not such Leases are described on Exhibit "A".

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment as of this 26th day of December, 2001.

RECORDED Jan 4 2002 3:10PM 288142
IN BOOK 120 OR6 PAGE 617
FEES $ 5.60 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

W.N. McMurry

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 26th day of December, 2001, by W.N. McMurry.

Witness my hand and notarial seal.

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

Dorothy Reimann
Notary Public

My Commission Expires: 9.19.2005

Exhibit "A"
Lease Schedule

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, date December 26, 2001, between W.N. McMurry, as Assignor, and W.N. McMurry Trustee of the W.N. McMurry Revocable Trust, as Assignee.

Lease No.	Lessor	Lessee	Legal Description	Recording Data Book	Page
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 10: S2 Section 14: SW Section 15: All	12	144
WY-051-00011-00	WYW-015316	Fred M. Manning, Jr.	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S2NW, S2 Section 9: N2 Section 10: NW Township 31 North, Range 108 West, 6th P.M. Section 29: SE Section 32: E2 Section 33: SW	11	247
WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 14: NENW, S2NW	12	43
WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW	12	36
WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NWNW	12	226
WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M. Section 14: SW, S2NW Section 23: E2 Section 24: W2SW	12	251

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Exhibit "A"
Lease Schedule

WY-051-00016-00	WYW-026026	Elizabeth Rawson	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.	12	246
WY-051-00017-00	WYW-06269	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E2 Section 24: N2, SE, E2SW Section 25: All	12	113
WY-051-00018-00	WYW-06270	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S2NW, S2 Section 3: All Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW	12	106
WY-051-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 27: S2 Section 28: SE Section 33: E2 Section 34: All Section 35: SW	12	127

619

Exhibit "A"
Lease Schedule

WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: NE, SW	88	447
WY-051-00022-00	WYW-131987	Howell Spear	Township 30 North, Range 107 West, 6th P.M. Section 15: NE, SW Section 22: NE, SW Section 27: NE, SW	114	710
WY-051-00023-00	WYW-133052	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW Section 28: NE, SW Section 34: SW	97	458
WY-051-00024-00	WYW-141753	L.M. Grace, Jr.	Township 29 North, Range 107 West, 6th P.M. Section 10: SW Section 15: NE, SW Section 21: NE, SW Section 22: NE, SW Section 23: NE, SW Section 27: NE, SW	115	102
WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S2N2, S2 Section 8: N2 Township 31 North, Range 108 West, 6th P.M. Section 30: E2 Section 32: W2	12	184

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Exhibit "A"
Lease Schedule

WY-051-00026-00	WYW-144996	R.A. Trombley	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S2NE Township 31 North, Range 108 West, 6th P.M. Section 29: W2 Section 31: E2	12	200
WY-051-00028-00	WYW-144993	Floyd H. Schroeder	Township 31 North, Range 108 West, 6th P.M. Section19: Lots 3, 4, E2SW Section 30: Lots 1-4, E2W2 Section 31: Lots 1, 2, 3, 4, E2W2	12	151
WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W2SW4	88	744
WY-051-00031-00	ST WY94-00148	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 16: NE, SW	96	426
			Township 30 North, Range 107 West, 6th P.M. Section 20: E2NE Section 29: NE, SW Section 30: E2NE Section 31: Lots 3, 4, E2SW4, NE Section 32: NE, SW	115	23
WY-051-00040-00	WYW-137342	John P. Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Section 3: Lots 1, 2, S2NE, SE Section 10: NE, SENW	115	115

Exhibit "A"
Lease Schedule

WY-051-00041-00	WYW-141754	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	115	24
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	Township 29 North, Range 107 West, 6th P.M. Section 7: N2NE Section 8: NW Section 9: N2N2 Section 10: N2NW	115	131
WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NENW	88	470
WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N2SE, SWNE	88	470
WY-051-00048-00	WYW-150655	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	97	457
WY-051-00049-00	B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NESE, S2SE Section 11: Lots 2, 3, 5, 6, 7, NWSW, S2NW, W2NE Section 14: Lots 1, 2, NENW Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6	58	626

Exhibit "A"
Lease Schedule

			and 7 of Section 11,Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SWNW Section 11: Jensen #1 in SESE, Section11: and Jensen #3 in NENW Section 14, Township 31 North, Range 109 West.		
WY-060-00002-00	Elva L. Viable	Leonard Hay	Township 31 North, Range 108 West, 6th P.M. Section 5: NWNW, SWNW Section 6: NE, S2NW, SW Section 7:N2NW, NWNE Township 32 North, Range 108 West, 6th P.M. Section 32: S2SW Township 31 North, Range 109 West, 6th P.M. Section 1: S2NE, SE, E2SW, SWSW Section 12: N2NE, N2NW, SWNW	99	83

583

CORRECTION OF 'TRANSFER OF OPERATING RIGHTS'

WHEREAS, under date of November 24, 1998, but effective August 1, 1997, 8 Way Oil & Gas, Inc., et al, whose address is P.O. Box 371, Midland, Texas, 79702-0371 as Transferor, did execute and deliver to Wold Oil Properties, Inc, whose address is 139 West 2nd Street, Suite 200, Casper, Wyoming 82601, as Transferee, a 'Transfer of Operating Rights' (Transfer), covering among other lands the following described lands in Sublette County, Wyoming, to-wit:

Township 29 North, Range 114 West, 6th PM
Section 33: All
Section 34: SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4
(Federal Oil & Gas Lease (Lease) W-36438 dated October 1, 1972)

said land being more fully described in said Lease and Transfer, reference to which said Lease and Transfer to the record thereof being here made for all purposes: and

WHEREAS, said Lease and Transfer and the assigned rights and privileges thereunder are now owned and held by Wold Oil Properties, Inc.; and

WHEREAS, an error was made in describing the lands covered by the said Transfer, and the parties thereto are now desirous of correcting said error.

NOW, THEREFORE, in consideration of the premises and for the purpose of correcting the said lease description, all the parties hereto do hereby stipulate and agree that the aforesaid Transfer is hereby amended to embrace the following described lands in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th PM
Section 33: All
Section 34: SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4

In lieu of the lands originally described therein and for the same consideration, the undersigned do hereby ADOPT, RATIFY and CONFIRM the same Transfer as amended and corrected herein, and except as hereby amended, the aforesaid Transfer shall remain in full force and effect as originally written and is binding on each of us as a valid subsisting Transfer.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 3rd day of December, 2001

TRANSFEROR:

8 WAY OIL & GAS INC.
(successor in interest to Fairway Oil & Gas Company, S.P.E.L.L., Inc., and Redfern Oil Company)

BY: _____
W. Wesley Perry, President

TRANSFEREE:

WOLD OIL PROPERTIES, INC

BY: _____
Peter I. Wold, President

288150

RECORDED Jan 7 2002 11:55 AM
IN BOOK 120 OR6 PAGE 510A
FEES $ 6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____ Deputy

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 3RD day of DECEMBER, 2001, by W. WESLEY PERRY of 8 Way Oil & Gas, Inc., a Texas Corporation, on behalf of said corporation.

Commission Expires:

April 28, 2004

_____
Notary Public

CAROL ANN ADLER
MY COMMISSION EXPIRES
April 28, 2004

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on the 2nd day of January, 2002, by Peter I. Wold, as President of Wold Oil Properties, Inc. on behalf of said corporation.

_____
Notary Public

Commission Expires:

November 9, 2003

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

511A

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT Dianne E. Greene of 3023 Intracoastal View Drive, Mt. Pleasant, South Carolina 29466 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, all of her overriding royalty interest in each of the oil and gas leases described on Exhibit "A" attached hereto, together with all of Assignor's rights held in connection therewith under any unit, communitization or pooling agreement unto the following party or parties ("Assignee") in the proportions amounts shown:

ASSIGNEE	PERCENT
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership 5905 Green Meadows Drive Cheyenne, WY 82001	51%
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability Company 3023 Intracoastal View Drive Mt. Pleasant, S.C. 29466	49%

BEING all of Assignor's overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed subject to the terms of that certain Assignment of Overriding Royalty Interest from Fort Collins Consolidated Royalties, Inc. to Assignor dated May 29, 2000 and recorded in the records of Sublette County, Wyoming on October 24, 2000 in Book 116 of Oil & Gas at page 429 and to all other matters of record.

THIS instrument is executed this 18th day of December, 2001.

By: Dianne E. Greene
Dianne E. Greene

STATE OF SC)
) ss.
COUNTY OF Berkeley)

SUBSCRIBED AND SWORN TO before me by Dianne E. Greene, individually, on this 18th day of December, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 5-12-06

Notary Public

J:\Thompsou\Greene Dwight & Dianne\Assignment of Overriding Royalty Interest.wpd

288152

RECORDED Jan 7 2002 12:10PM
IN BOOK 120 OG PAGE 511
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WYW-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated January 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WYW-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WYW-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WYW-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	663

5/3A

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

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

5144

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WYW-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	562
WYW-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

554

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	John B. Erramouspe	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	89
	Anne Case	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	91
	Catherine Canestrini	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	93

516A

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	Joseph J. Erramouspe	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	95
	Sister Miriam Grace	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	97
	Bernadette Gosar	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	99

517A

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	Margaret Sellyei	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	101
	Grace Mossman	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	103

5184

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT Dianne E. Greene of 3023 Intracoastal View Drive, Mt. Pleasant, South Carolina 29466 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, all of her overriding royalty interest in each of the oil and gas leases described on Exhibit "A" attached hereto, together with all of Assignor's rights held in connection therewith under any unit, communitization or pooling agreement unto the following party or parties ("Assignee") in the proportions amounts shown:

ASSIGNEE	PERCENT
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership 5905 Green Meadows Drive Cheyenne, WY 82001	51%
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability Company 3023 Intracoastal View Drive Mt. Pleasant, S.C. 29466	49%

BEING all of Assignor's overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved from or attributable to the lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereof.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed subject to the terms of that certain Assignment of Overriding Royalty Interest from Fort Collins Consolidated Royalties, Inc. to Assignor dated May 29, 2000 and recorded in the records of Sublette County, Wyoming on October 24, 2000 in Book 116 of Oil & Gas at page 429 and to all other matters of record.

THIS instrument is executed this 18th day of December, 2001.

By: Dianne E Greene
Dianne E. Greene

STATE OF SC)
) ss.
COUNTY OF Berkeley)

SUBSCRIBED AND SWORN TO before me by Dianne E. Greene, individually, on this 18th day of December, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 5-12-06

Notary Public

J:\Thompson\Greene Dwight & Dianne\Assignment of Overriding Royalty Interest.wpd

288153

RECORDED Jan 7 2002 10:10 AM
IN BOOK 120016 PAGE 519
FEES $20.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

5204

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 107 West, 6th P.M. Section 8: NW/4SW/4 Sublette County, Wyoming	108	674
WYW-010-00251-01	Mary Ann Arambel, et al, as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated January 1, 1996	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	665
WYW-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	McMurry Oil Company	August 20, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	676

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	661
WYW-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	McMurry Oil Company	August 21, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	659
WYW-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	McMurry Oil Company	August 26, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	663

581 P

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
WYW-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Company	October 15, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	108	560
WYW-010-00251-10	Ann Marie Gaviotis, a widow	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	562
WYW-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	McMurry Oil Company	October 27, 1998	Township 27 North, Range 106 West, 6th P.M. Section 27: SW/4SW/4 Section 28: NW/4SE/4 Section 34: NW/4NW/4, S/2NW/4, NW/4SE/4 Sublette County, Wyoming	109	564

523A

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	John B. Erramouspe	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	89
	Anne Case	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	91
	Catherine Canestrini	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	93

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	Joseph J. Erramouspe	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	95
	Sister Miriam Grace	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	97
	Bernadette Gosar	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	99

525

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 1, 2001 from Dianne E. Greene, as Assignor into Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDING BOOK (O&G)	PAGE
	Margaret Sellyei	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	101
	Grace Mossman	McMurry Oil Company	September 1, 1992	Township 28 North, Range 107 West, 6th P.M. Section 6: NW/4SE/4 Township 28 North, Range 108 West, 6th P.M. Section 14: SW/4SW/4	91	103

526

ASSIGNMENT

Holmes P. McLish, 633 17th Street, Suite 1650, Denver, Colorado, 80202 ("Assignor"), for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, sells, assigns, and conveys to Kerr-McGee Rocky Mountain Corporation formerly known as HS Resources, Inc., 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Assignee"), an undivided 10% leasehold working interest in and to the leases described on Exhibit "A" (the "Leases"), insofar as the Leases cover the lands described in Exhibit "A" ("Lands"), together with all the property and rights incident to the Leases and Lands including all rights in and under all leases, permits, rights-of-way, easements, license, farmouts, options and other agreements relating thereto.

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

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

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

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

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

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

288192

RECORDED Jan 10 2002 9:10AM
IN BOOK 120 Oil & Gas PAGE 527
FEES $ 10.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

EXECUTED this 27th day of December, 2001, but effective for all purposes as of September 3, 1998.

ASSIGNOR:

By: _____
Holmes P. McLish

ASSIGNEE:

KERR-MCGEE ROCKY MOUNTAIN CORPORATION

By: _____
Janet W. Pasque
Vice President

HRO [illegible]

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 17th day of December, 2001, by HOLMES P. MCLISH.

Witness my hand and official seal.
My commission expires: 11/19/2005

_____
Notary Public James R Peay
Residing at: Denver, Colorado

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of December, 2001, by JANET W. PASQUE, as Vice President, of KERR-MCGEE ROCKY MOUNTAIN CORPORATION

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/10/2002

_____
Notary Public
Residing at: Denver, CO

EXHIBIT "A"
Attached to Assignment of Oil and Gas Leases, between H. P. McLish a/k/a Holmes P. McLish, as Assignor and Kerr-McGee Rocky Mountain Corporation as Assignee
Dated December 27th, 2001
N. Pinedale Prospect - Sublette County, WY

LEASE ID #	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	BOOK	PAGE
				Insofar and only insofar as leases cover the following lands:					
WY-000202-001	STEELE, MARK O. & TERRY D.	WLR, INC.	11/13/97	34N	109W	30	A TRACT OF LAND IN SW/4SE/4	106	86
						30	LOT 4(34.00), E/2SW/4, NW/4SE/4		
				34N	110W	25	SE/4SE/4		
WY-000202-002	REINWALD, NANCY	WLR, INC.	12/05/97	34N	109W	30	A TRACT OF LAND IN SW/4SE/4	106	277
WY-000202-003	JOHNSEN, SALLY	WLR, INC.	12/05/97	34N	109W	30	A TRACT OF LAND IN SW/4SE/4	106	282

589

RELEASE OF LIEN

Questar Exploration and Production Company ("Questar") hereby releases that certain contractual and statutory lien described in Notice and Statement of Lien dated December 21, 2001, recorded on December 24, 2001 at Book 120 O & G, Page 446 of the Sublette County records, against the interests of **Ultra Resources, Inc.** in the lands and leases described in Exhibit "A" hereto and in the oil and gas wells described in the recorded document.

QUESTAR EXPLORATION AND PRODUCTION COMPANY

By: _____
Eric L. Dady, Senior Attorney

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

The foregoing instrument was acknowledged before me this 7th day of January, 2002 by Eric L. Dady.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 9/21/2005

KIMBERLY VAUGHN NOTARY PUBLIC STATE OF COLORADO

288207

RECORDED Jan 10 2002 2:55 pM
IN BOOK 120 O&G PAGE 530
FEES $ 21.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

EXHIBIT "A"

to Release of Lien

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-812	W-08592	T-33-N, R-109-W, 6th P.M. Section 21: S½S½ Section 28: All Section 29: S½, S½N½, S½N½N½, NENENE Section 32: E½ Section 33: All Section 34: W½W½	2490.00
W-813	W-08593	T-33-N, R-109-W, 6th P.M. Section 17: S½NE, W½, SE Section 18: Lots 1, 2, 3, 4, E½W½, E½ Section 19: W½E½E½, NENENE, W½E½ Section 20: N½N½N½, SENENE, E½SENE, E½E½SE Section 21: NW, W½NE, N½S½	1988.92

EXHIBIT "A"

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-889	W-016167	T-32-N, R-109-W, 6th P.M. Section 3: Lot 4, SWNW, W½SW, SESW T-33-N, R-109-W, 6th P.M. Section 19: Lots 1, 2, 3, 4, E½W½ Section 27: SW, SWNW, SWSE Section 30: Lots 1, 2, 3, 4, E½W½, SE, W½NE, SENE, W½NENE, SENENE Section 31: Lots 1, 2, 3, 4, E½W½, E½ Section 34: E½E½ Section 35: SW, SWNW	2347.52
W-899	W-015315	T-32-N, R-109-W, 6th P.M. Section 7: Lots 2, 5, 7, 8, 11, 12 Section 18: E½ Section 19: E½ Section 20: All Section 21: W½ T-33-N, R-109-W, 6th P.M. Section 32: SWNW, E½NW, SW	2120.00

EXHIBIT "A"

Celsius Lease No.	Serial No.	Description	Gross Number of Acres
W-900	W-015317	T-32-N, R-109-W, 6th P.M. Section 4: Lots 8, 9, 10, 15, 16 Section 9: N½, N½SW, N½SE, SESE Section 15: W½ Section 21: NE Section 22: N½ T-33-N, R-109-W, 6th P.M. Section 34: W½E½, E½W½	1840.17
W-274	State of Wyoming 79-0645	T-32-N, R-109-W, 6th P.M. Section 16: SESE	40.00
W-898	W-08589	T-32-N, R-109-W, 6th P.M. Section 5: Lots 2, 3, 4, SE, N½SW, SESW Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, N/2SE Section 7: S½SE Section 8: E½, E½W½, SWSW Section 17: NW, W½NE, NENE, SW, W½SE, SESE	1896.55

ABSTRACTWYOS.COM

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 MAR 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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 128254

Lease Effective Date
(Anniversary Date)
1/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HOLMES P MCLISH
   Street 1675 BROADWAY, SUITE 2400
   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
T. 33 N., R. 110 W., 6th P.M., Wyoming Sec. 1: Lots 2,3,4, S½N½, SW¼, N½SE¼, SW¼SE¼, N½SE¼SE¼, SW¼SE¼SE¼; Sec. 2: Lots 1,2,3,4, S½N½, S½; Sec. 3: Lots 1,2,3,4, S½NE¼, SE¼NW¼, NE¼SW¼, SE¼; Sec.10: E½E½; Sec.11: All; Containing 2519.83 acres. Sublette County	100%	100%	-0-	-0-	-0-

288213

RECORDED Apr 10 2002 3:45 PM
IN BOOK 120 0+6 PAGE 534
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

BUR. OF LAND MANAGEMENT
COLO. STATE OFFICE

93 AUG 17 AM 8:00

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 01 1993

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

By /s/ Pamela J. Lewis (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

APR 29 1993 (Date)

534

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 20th day of January, 19 93

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
or
Attorney-in-fact _____
(Signature)

P.O. Box 1252
(Assignor's Address)

Chey Wy 82003
(City) (State) (Zip Code)

Executed this 16th day of March, 19 93

Assignee [redacted]
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, (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. Government Printing Office: 1991 — 573-016/26062

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 MAR 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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 128255

Lease Effective Date
(Anniversary Date)
1/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HOLMES P MCLISH
   Street 1675 BROADWAY SUITE 2400
   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
T. 33 N., R. 110 W., 6th P.M., Wyoming Sec. 12: S½NE¼NE¼, W½NE¼, SE¼NE¼, W½; SE¼; Sec. 13: All; Sec. 14: All; Sec. 15: E½E½; Containing 2060 acres. Sublette County	100%	100%	-0-	-0-	-0-

288214

RECORDED Jan 10 2002 3:45 PM
IN BOOK 120 MG PAGE 536
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

93 MAR 17 AM 9:00
BUR. OF LAND MANAGEMENT
COLO. STATE OFFICE

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 1993

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

By /s/ Pamela J. Lewis (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

APR 29 1993 (Date)

536

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 20th day of January, 19 93

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
(Signature)
or
Attorney-in-fact _____
(Signature)

P.O. Box 1252
(Assignor's Address)

Chey. Wy. 82003
(City) (State) (Zip Code)

Executed this 16th day of March, 19 93

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

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (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. Government Printing Office: 1991 — 573-016/28062

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 MAR 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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 128256

Lease Effective Date
(Anniversary Date)
1/1/93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* HOLMES P MCLISH
   Street 1675 BROADWAY SUITE 2400
   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 Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 34 N., R. 110 W., 6th P.M., Wyoming Sec. 33: N½NE¼, SE¼NE¼, NE¼SE¼; Sec. 34: NW¼NE¼, S½N½, NW¼NW¼, S½; Sec. 35: NW¼NE¼, S½N½, S½; Containing 1240 acres. Sublette County	100%	100%	-0-	-0-	-0-

288215

RECORDED Jan 10 2092 3:45 PM
IN BOOK 120 OF 6 PAGE 538
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

93 MAR 17 AM 9:00
BLM
COLO. STATE OFFICE

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 APR 0 1 1993

☐ Assignment approved for attached land description

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

By /s/ Pamela J. Lewis
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

APR 2 9 1993
(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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 20th day of January, 19 93

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
(Signature)
or
Attorney-in-fact _____
(Signature)

P.O. Box 1252
(Assignor's Address)

Okey OK 74953
(City) (State) (Zip Code)

Executed this 16th day of March, 19 93

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

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (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. Government Printing Office: 1991 — 573-016/28062

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -6 PM 3:45

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
W-130969

Lease Effective Date
(Anniversary Date)
12-1-93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 30.00% Holmes P. McLish
   Street 1675 Broadway S-2400
   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
T. 33 N., R. 110 W., 6th P.M. Sublette County Section 24: All, 25: All, 288216 1280.00 Acres.	100%	100%	None	None	None

RECORDED Jan 10 2002 3:45 PM
IN BOOK 120 O+G PAGE 540
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 01 1994

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

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

LAND LAW EXAMINER
(Title)

MAR 03 1995
(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.

30.00% - The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee
1675 Broadway S-2400
Denver, CO 80202

30.00% - Elliott A. Riggs
P. O. Box 711
Farmington, NM 87499

10.00% - W. Clifton Arbuckle
1675 Broadway S-2400
Denver, CO 80202

State of Wyoming
County of Laramie

JULIE LYNN WEAVER — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 24, 1996

The foregoing instrument was acknowledged before my by Ann M. Trujillo
this 6th day of October 1994.

WITNESS my hand and Official Seal.

Julie Lynn Weaver
Notary Public

My Commission expires: 9-24-96

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 6th day of Oct. , 19 94

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
(Signature)
or
Attorney-in-fact
(Signature)

P. O. Box 1252
(Assignor's Address)

Cheyenne, WY 82003-1252
(City) (State) (Zip Code)

Executed this 12th day of Sept. , 19 94

Assignee
(Signature)
or Holmes P. McLish
Attorney-in-fact
(Signature)

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

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

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

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

The Walter K. Arbuckle Trust

Assignee _____
(Signature)
or
Attorney-in-fact Walter K. Arbuckle, Trustee
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____
(Signature)
or Elliott A. Riggs
Attorney-in-fact _____
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____
(Signature)
or W. Clifton Arbuckle
Attorney-in-fact _____
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulen

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -6 PM 3:45

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
W-130970

Lease Effective Date
(Anniversary Date)
12-1-93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 30.00% Holmes P. McLish
   Street 1675 Broadway S-2400
   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
T. 34 N., R. 109 W., 6th P.M. Sublette County Section 4: Lot 4, 9: E½SW¼, SE¼, 281.85Acres	100%	100%	None	None	None

288217

RECORDED Apr 10 2002 3:45pM
IN BOOK 120 OF6 PAGE 543
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swaby

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 01 1994

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

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

LAND LAW EXAMINER
(Title)

MAR 03 1995
(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.

30.00% - The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee
1675 Broadway S-2400
Denver, CO 80202

30.00% - Elliott A. Riggs
P. O. Box 711
Farmington, NM 87499

10.00% - W. Clifton Arbuckle
1675 Broadway S-2400
Denver, CO 80202

State of Wyoming
County of Laramie

JULIE LYNN WEAVER — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 24, 1998

The foregoing instrument was acknowledged before my by Ann M. Trujillo
this 6th day of October 1994.

WITNESS my hand and Official Seal.

Julie Lynn Weaver
Notary Public

My Commission expires: 9-24-96

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 6th day of Oct., 19 94

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo (Signature)
or
Attorney-in-fact _____ (Signature)

P. O. Box 1252
(Assignor's Address)

Cheyenne WY 82003-1252
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____ (Signature)
or Holmes P. McLish
Attorney-in-fact _____ (Signature)

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

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

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

The Walter K. Arbuckle Trust

Assignee _____
(Signature)
or
Attorney-in-fact Walter K. Arbuckle, Trustee
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____
(Signature)
or Elliott A. Riggs
Attorney-in-fact _____
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____
(Signature)
or W. Clifton Arbuckle
Attorney-in-fact _____
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

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

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulen

[redacted] [redacted] [redacted]

3

12)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 OCT -6 PM 3:45

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

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

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

Lease Serial No.
W-131468

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 33.34% - Holmes P. McLish
   Street 1675 Broadway S-2400
   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 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
T. 34 N., R. 109 W., 6th P.M. Sublette County Section 17: W½NW¼, SE¼NW¼, SW¼, W½SE¼, 18: E½E½, NW¼SE¼, 19: NE¼SE¼, T. 34 N., R. 110 W., 6th P.M. Section 24: NE¼NE¼, 27: W½W½, 800.00 Acres.	100%	100%	None	None	None

2282218

RECORDED Jan 10 2022 3:45PM
IN BOOK 120 046 PAGE 546
FEES 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

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 NOV 01 1994

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

LAND LAW EXAMINER
(Title)

MAR 03 1995
(Date)

546

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.

33.33% The Walter K. Arbuckle Trust, Walter K. Arbuckle Trustee
1675 Broadway S-2400
Denver, CO 80202

33.33% Elliott A. Riggs
P. O. Box 711
Farmington, NM 87499

State of Wyoming
County of Laramie

JULIE LYNN WEAVER — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 24, 1996

SEP 13

The foregoing instrument was acknowledged before me by Ann M. Trujillo
this 6th day of October 1994.

WITNESS my hand and Official Seal.

Julie Lynn Weaver
Notary Public

My Commission expires: 9-24-96

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 6th day of Oct., 19 94

Name of Assignor as shown on current lease Ann M. Trujillo
Please type or print

Assignor Ann M. Trujillo
(Signature)
or
Attorney-in-fact _____
(Signature)

P. O. Box 1252
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 12th day of Sept., 19 94

Assignee _____
or Holmes P. McLish (Signature)
Attorney-in-fact _____
(Signature)

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

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

*U.S. GPO: 1992-774-017/60022

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept. . 19 94

The Walter K. Arbuckle Trust

Assignee _____
(Signature)
or
Attorney-in-fact Walter K. Arbuckle, Trustee
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 12th day of Sept. . 19 94

Assignee _____
(Signature)
or Elliott A. Riggs
Attorney-in-fact _____
(Signature)

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____ . 19

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

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 Assignor as shown on current lease _____
Please type or print

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

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this _____ day of _____ . 19

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

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TRUE OIL COMPANY,** whose address is P. O. Drawer 2360, Casper, Wyoming 82602 (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 of which is hereby acknowledged, does hereby, without warranty of title, either express or implied, grant, bargain, assign, transfer and convey unto **TRUE OIL LLC,** whose address is P. O. Drawer 2360, Casper, Wyoming 82602, all of Assignor's leasehold interests, overriding royalty interests, royalty interests, mineral interests, contractual interests and any other type of interests Assignor may have in the oil and gas leases and lands described on Exhibit "A", attached hereto and made a part hereof, together with all of Assignor's right, title and interest in and to, but not limited to, tanks, pumping units, casing and tubing, in addition to the other material, fixtures and equipment located in, on and under the lands described on Exhibit "A";

TO HAVE AND TO HOLD the interests herein conveyed unto **TRUE OIL LLC,** its successors and assigns.

EXECUTED this 31st day of December, 2001, but effective the 1st day of January, 2002, at 12:01 AM, Casper time.

TRUE OIL COMPANY

ATW

C. F. Pickard, Attorney-In-Fact

288249

RECORDED Jan 14 2002 10:30 AM
IN BOOK 120 M6 PAGE 549
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on the 31st day of December, 2001, personally appeared C. F. Pickard, Attorney-In-Fact, 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.

Notary Public

NOTARY PUBLIC
LINDA JULIAN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov. 12, 2002

My Commission Expires:

DATED 12-31-2001 EFFECTIVE 12:01 AM 1-1-2002
BY AND BETWEEN TRUE OIL COMPANY AS ASSIGNOR
AND TRUE OIL LLC AS ASSIGNEE
COUNTY OF SUBLETTE, STATE OF WYOMING

LEASE NUMBER	LEASE NAME	LESSEE	LEASE DATED	BOOK	PAGE	LEGAL DESCRIPTION
01-23-11000	YOSE CATTLE COMPANY	BELCO DEVELOPMENT CORPORATION	12/17/81	64	76	T 28 N - R 112 W SEC 35: LOT 8 (35.13), NW/4SE/4
01-23-11400	USA WYW-127755	DONALD B ANDERSON LTD	11/01/82		150	T 30 N - R 113 W SEC 6: LOTS 3, 4, 5, SE/4NW/4, W/2SE/4, SE/4SE/4
01-23-11500	USA WYW-130251	DONALD B ANDERSON LTD	09/01/93	107	153	T 30 N - R 113 W SEC 7: NE/4
01-23-1800	USA WYW-002108	JAMES O BREENE JR	11/01/66			T 27 N - R 112 W SEC 24: W/2SW/4, W/2NW/4 SEC 25: W/2
01-23-2100	USA WYW-15747	MARGARET E ALLEN	11/01/68	69	303	T 27 N - R 112 W SEC 2: LOTS 1, 2, S/2NE/4, LOTS 3, 5, 6, 7, SE/4NW/4
01-23-2101	FEAR RANCHES INC	DIAMOND SHAMROCK CORP	09/28/82	SURF AG		T 28 N - R 111 W SEC 5: NW/4, W/2SW/4, NW/4NE/4 SEC 18: SW/4 SEC 19: NW/4 (PART OF) T 28 N - R 112 W SEC 24: SE/4SE/4 SEC 25: NE/4 (PART OF), SW/4 (PART OF)
01-23-2102	YOSE CATTLE COMPANY	DIAMOND SHAMROCK CORP	10/16/82	SURF AG		T 28 N - R 112 W SEC 35: E/2W/2NE/4
01-23-4700	ST WY 66-15523	NAT NOVICK	10/02/66			T 27 N - R 112 W SEC 36: NE/4NE/4
01-23-5600	USA WYW-15340	RUTH FOX SEARS	10/01/68			T 27 N - R 112 W SEC 24: E/2
01-23-5800	USA WYW-03776	JOSEPHINE E FRYE	02/01/67			T 27 N - R 112 W SEC 13: W/2W/2 SEC 25: E/2
01-23-700	USA WYW-16420 A	CARL KLAENHAMMER	01/01/69			T 32 N - R 115 W SEC 22: ALL SEC 28: ALL
01-23-7200	USA WYW-16420	H M KLAENHAMMER	01/01/69			T 32 N - R 115 W SEC 21: ALL SEC 27: ALL
01-23-7300	USA WYW-16419	H M KLAENHAMMER	01/01/69			T 32 N - R 115 W SEC 9: LOTS 3, 4, S/2 SEC 15: SE/4, W/2 SEC 16: ALL SEC 23: ALL
01-23-8000	USA WYW-34033	ROBERT W DAVID	05/01/71			T 27 N - R 111 W SEC 29: NE/4NE/4
01-23-8100	USA WYW-35398	HELEN M DONALDSON	07/01/72			T 27 N - R 111 W SEC 8: SW/4SE/4 SEC 17: NE/4
01-23-8200	USA WYW-36422	JEAN D TRUE	10/01/72			T 27 N - R 111 W SEC 22: N/2 SEC 23: ALL SEC 25: W/2, SE/4 SEC 26: ALL

EXHIBIT A

DATED 12-31-2001 EFFECTIVE 12:01 AM 1-1-2002
BY AND BETWEEN TRUE OIL COMPANY AS ASSIGNOR
AND TRUE OIL LLC AS ASSIGNEE
COUNTY OF SUBLETTE, STATE OF WYOMING

LEASE NUMBER.....	LEASE NAME.....	LESSEE.....	LEASE DATED...	BOOK.....	PAGE....	LEGAL DESCRIPTION.....
01-23-9100	USA WYW-51347	ADA WOOD	08/01/75			T 27 N - R 111 W SEC 5: SW/4 SEC 6: S/2NE/4, SE/4 SEC 7: NE/4 SEC 8: NW/4, N/2SW/4
01-23-9300	USA WYW-60642	H M KLAENHAMMER	01/01/69			T 33 N - R 114 W SEC 19: LOTS 3, 4, E/2SW/4

17 records listed

551

RETURN TO:

Charles Cavness
600 17th Street, Suite 2410 South
Denver, Colorado 80202

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393, does hereby release, relinquish and surrender all right, title and interest of ROBERT B. THOMPSON, a widower, in and to that certain Oil and Gas Lease as dated April 6, 2001, with Memorandum of Lease recorded in Book 117 O&G, at Page 597, covering the following described properties situated in Sublette County, Wyoming:

Township 29 North, Range 113 West, 6th P.M.
Section 7: E½NE¼, NE¼SE¼
Section 8: SW¼, W½SE¼, W½NW¼, SE¼NW¼
Section 17: E½NW¼, NW¼NE¼

WITNESS MY HAND THIS 7th DAY OF January, 2002.

DOLAR ENERGY, L.L.C. **288250**

By: _____
Mark S. Dolar

Its: Managing Member

RECORDED Jan 14 2002 10:40AM
IN BOOK 120 O&G PAGE 552
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Utah
SS.
COUNTY OF Salt Lake

Be it remembered that on this 7th day of January, 2002, before me the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Mark S. Dolar, of Dolar Energy, L.L.C. a corporation of the State of Utah, personally known to me to be the same person who executed the foregoing instrument of writing in behalf of said limited partnership and he duly acknowledged the execution of the same for himself and for said limited partnership for the uses and purposes therein set forth.

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

My commission expires:
01-05-04

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2660 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT Made and entered into of the date written below is by and between **DOLAR ENERGY,L.L.C. formerly known as Dolar Oil Properties, L.C.,** whose address is 935 East South Union Avenue, Suite D-202, Midvale , Utah 84047-2393, party of the first part, hereinafter called Assignor, and **MARK S. DOLAR and JANET K. DOLAR, as joint tenants with full right of survivorship,** whose address is 10894 Lostwood Drive, Sandy, UT 84092, 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:

Tip Top Unit
Tract 35A
Ev. 018722-A
Township 28 North, Range 114 West, 6th P.M.
Section 1: Lots 7 & 8, S½NW¼, SW¼, SW¼SE¼
Containing 340.76 acres, more or less

The interest assigned herein shall represent a 0.00335% of 8/8ths overriding royalty interest.

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.

288251

RECORDED Jan 14 2002 10:40AM
IN BOOK 120 OF G PAGE 553
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXECUTED THIS 1st day of January, 2002.

DOLAR ENERGY, LLC

By: _____
Mark S. Dolar, Managing Member

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 1st day of January, 2002.

My commission expires:

01-05-04

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2660 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

C:MYFILES FORMS\ORR.ASG

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENT

That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KERR-MCGEE ROCKY MOUNTAIN CORPORATION formerly known as HS RESOURCES, INC., a Delaware Corporation with offices at 1999 Broadway, Suite 3600, Denver, Colorado, 80202 (herein called "Assignor"), does hereby grant, sell, assign, and convey unto MCLISH RESOURCES, L.P. LLP – 9.00% at 633 17th Street, Suite 1910, Denver, Colorado, 80202, RIGGS OIL & GAS CORPORATION – 9.00%, at P.O. Box 711, Farmington, New Mexico, 87499, GASCONADE OIL COMPANY – 9.00%, at 633 17th Street, Suite 1910, Denver, Colorado, 80202, and W. CLIFTON ARBUCKLE TRUSTEE OF THE W. CLIFTON ARBUCKLE TRUST DATED 1-1-96 – 3.00%, at 633 17th Street, Suite 1910, Denver, CO, 80202 (herein called "Assignee"), for a total of an undivided 30% leasehold working interest in and to the leases described on Exhibit "A", insofar and only insofar as said Leases cover the described lands located in Sublette County, Wyoming, subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreement and other matters applicable to such leases and interests.

This Assignment is made subject to all the terms, covenants and conditions, express or implied of the Leases. To the extent of the interests hereby assigned, Assignee hereby assumes and agrees to perform all terms, covenants and conditions with respect to the lands and Leases conveyed hereby:

All terms, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described.

THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

EXECUTED this 21st day of December, 2001, but effective for all purposes as of September 3, 1998.

288287

RECORDED Jan 15 2002 9:40 AM
IN BOOK 120 OF B PAGE 554
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNOR:

KERR-MCGEE ROCKY MOUNTAIN CORPORATION

By: _____
Janet W. Pasque
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of December, 2001, by JANET W. PASQUE, as Vice President, of KERR-MCGEE ROCKY MOUNTAIN CORPORATION.

Witness my hand and official seal.
My commission expires:

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/10/2002

_____
Notary Public
Residing at:

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases, between McLish Resources, L.P. LLP et. al., as Assignor and Kerr-McGee Rocky Mountain Corporation as Assignee

Dated Dec. 21st, 2001

N. Pinedale Prospect - Sublette County, WY

LEASE ID #	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	BOOK	PAGE
				Insofar and only insofar as leases cover the following lands:					
WY-000213-000	KERNEK, WILDA	WLR, INC.	12/10/97	34N	109W	30	NW/4NE/4, NE/4NW/4	107	162

555

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE (the "Assignment"), dated effective December 14, 2001, at 7:01 a.m., Casper, Wyoming Time (the "Effective Time"), is from Gary R. Wenzel, ("Assignor") whose address is P.O. Box 67, 36 Long Trail, Douglas, Wyoming 82633, to April L. Wenzel and Gary R. Wenzel Co-Trustees and their successor Trustees under the **April L. Wenzel Family Trust dated November 2, 2001**, whose address is P.O. Box 67, 36 Long Trail, Douglas, Wyoming 82633 [undivided ½ of grantor's interest] and April L. Wenzel and Gary R. Wenzel Co-Trustees and their successor Trustees under the **Gary R. Wenzel Family Trust dated November 2, 2001** [undivided ½ of grantor's interest] (collectively called "Assignee").

I.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to each Assignee an undivided ½ interest (for a total of 100%) in all of his right, title, claims, interests and estates in and to the following interests (hereinafter referred to as the "Interests"), save and except those rights, claims, title, interests and estates specifically excepted, reserved or excluded in Paragraph II hereinbelow:

(a) All the interests in oil, gas and other minerals, wherever situated, presently owned by Assignor, which interests include, without limitation, interests in and to or derived under the oil, gas and mineral leases, other mineral leases and options to lease; all overriding royalty interests; all mineral interests; all production payment interests; all fee interests; all oil, gas and mineral servitudes; all oil, gas and mineral royalty interests; and all interests, of whatever nature, in the lands described in Exhibit "A" hereto (the foregoing interests shall hereinafter be referred as the "Property" or "Properties"), and which interests include, without limitation, all oil, gas and other minerals in, on, produced (after the Effective Time) from or otherwise attributable to each Property, and all rights, easements, uses, profits a prendre, privileges, benefits and powers conferred upon the owner of each Property with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by such Property which may be necessary, convenient or incidental to the possession and enjoyment of the Property, except as specifically limited and excepted hereinbelow it being the intent of Assignor to convey to Assignee all of Assignor's interest in the Property whether or not correctly described in Exhibit "A";

(b) All of Assignor's right, title, interest, obligations, duties and estate in and to or derived under all properties and agreements, contracts and other rights incident to the Properties or lands pooled or unitized therewith, including oil, gas and product sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, division orders, operating agreements, balancing agreements, joint venture agreements, secondary and tertiary recovery unit agreements, farmout and farm-in agreements, commingling agreements, and all other contracts, agreements and instruments (including, without limitation, the benefits, obligations and liabilities of penalty provisions thereof and future interests, reversionary rights and deferred interests) and orders in any way relating thereto, which relate to any of the Properties, or to the production of oil, gas and other minerals from or attributable to the Properties, but only insofar as such contracts, agreements and instruments relate to either the Properties or to oil, gas and related products purchased or otherwise obtained by third parties; the recitations in specific descriptions that certain interests are subject to a specifically described agreement or interest shall not operate to subject any such interest to any such agreement or instrument except to the extent that such agreement or instrument is valid and presently subsisting with respect to such interest;

288304

RECORDED Jan 15 2002 2:00 PM
IN BOOK 120 046 PAGE 556
FEES $ 158.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Custer

(c) All of Assignor's right, title, interest and estate in and to or derived from the oil, gas, or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Properties and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the Properties, or to the production of oil, gas or other hydrocarbons from or attributable to the Properties;

d) All of Assignor's right, title and interest on all oil, gas and other minerals, wheresoever situated, presently owned by Assignor, or hereinafter acquired, but not described on Exhibit "A", it being Assignor's intent to convey all mineral interests owned by Assignor.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever.

II.

Assignor hereby warrants title to the Interests by, through and under his but no others. The Interests are assigned, subject to any and all liens, claims, encumbrances, royalty burdens, overriding royalty burdens, production payment burdens, pooling designations, unit agreements, communitization agreements, farmout agreements, operating agreements, contribution agreements, regulatory orders, instruments, agreements and any other matters affecting the Interests, including, without limitation, the liens, claims, encumbrances, instruments, agreements and other matters described in subsections I(a), (b) and (c) above, to the extent the same are subsisting, enforceable and affect the Interests. In the event there is a conflict between the terms and provisions of this Assignment and the provisions of any statutory, judicial or regulatory orders, rules or regulations, or the provisions of any agreements or other matters set out above, then except as set out herein, the terms of any such valid rules, regulations, orders, agreements or other such matters shall prevail, to the extent they are valid, enforceable and applicable to the properties.

III.

Assignor also hereby grants, assigns and transfers to Assignee, his successors and assigns, to the extent so transferrable, (a) the benefit of and the right to enforce the covenants, obligations and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interest and (b) full substitution and subrogation of all rights accruing under the statutes of limitations or prescriptions under the laws of the state of Wyoming.

IV.

The parties agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law to do so, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Interests conveyed hereby or intended so to be.

V.

Assignor, or Assignor and Assignee, have executed, or will execute, certain separate Assignments of individual oil, gas and mineral leases, or interests therein, which are included in the Interests for filing with and approval by the United States of America, State of Wyoming and other governmental entities and agencies. Said separate Assignments are, or will be, on forms prescribed or suggested by said governmental entities or agencies; evidence the conveyance and assignment of the applicable Interests herein made and do not constitute any additional conveyance or assignment of the oil, gas, and mineral leases, lands or interests therein or herein described or any rights therein; are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth and are not intended to create and shall not create any additional covenants and warranties of or by Assignor to Assignee; and shall be deemed

to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in said separate assignment. Said separate Assignments and this Assignment shall, when taken together, be deemed to constitute the one conveyance and assignment by Assignor of the applicable portion of the Interests, as hereinabove set forth. This assignment, insofar as it pertains to those of the Interests as to which said separate Assignments have been, or will be, executed for filing with and approval by the United States of America, State of Wyoming, or any other governmental entity or agency, are made and accepted subject to the approval of appropriate governmental entities and agencies as to the terms of such approval, if and to the extent required by law. Assignor may be the owner of, and intends to assign to Assignee, certain interests in oil, gas and mineral leases falling under the jurisdiction of the United States of America, State of Wyoming, or other governmental entities and agencies and for which no separate form of Assignment is prescribed or suggested. To the extent that a single Assignment document is permitted by law to transfer rights to such interests, the parties intend that this Assignment constitute such Assignment document.

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

EXECUTED on December 14, 2001, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

Gary R. Wenzel
Gary R. Wenzel

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing ASSIGNMENT AND CONVEYANCE was acknowledged before me by Gary R. Wenzel on December 14, 2001.

Witness my hand and official seal.

Gina L Scheck
Notary Public

My commission expires:

Aug. 20, 2005

NOTARY PUBLIC
GINA L. SCHECK
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Aug 20, 2005

EXHIBIT "A"

CONSISTING OF 38 PAGES (excluding this page) DESCRIBING THE "PROPERTIES" IN WHICH THE "INTERESTS" ARE LOCATED

JONAH PROSPECT
LEASE/WELL LIST

1/18/01

Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00010-00	1	USA WYW-125943	12/18/91		Tract 1 T28N R108W Sec 5: LOTS 1, 2, 3, 4, S2S2 Sec 6: LOTS 1, 2, 3, 4, 5, SESW, S2SE Sec 7: LOTS 1, 2, 3, 4, E2, E2W2
WY-010-00010-00	2	USA WYW-125943	12/18/91		Tract 2 T28N R108W
WY-010-00011-00	1	USA WYW-125944	12/18/91		Tract 1 T28N R108W Sec 8: ALL T29N R108W Sec 32: ALL Sec 33: ALL
WY-010-00012-00	1	USA WYW-125945	12/18/91		Tract 1 T28N R108W Sec 15: NW
WY-010-00012-00	1V1	USA WYW-125945	12/18/91		Tract 1V1 T28N R108W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00012-00	2	USA WYW-125945	12/18/91		Sec 15: NW Tract 2 T28N R108W
WY-010-00012-00	2V1	USA WYW-125945	12/18/91		Sec 15: NE, S2 Tract 2V1 T28N R108W
WY-010-00012-00	3	USA WYW-125945	12/18/91		Sec 15: NE, S2 Tract 3 T28N R108W Sec 20: ALL Sec 21: ALL
WY-010-00013-00	1	USA WYW-125946	12/18/91		Tract 1 T28N R108W Sec 23: NW, SE
WY-010-00013-00	1V1	USA WYW-125946	12/18/91		Tract 1V1 T28N R108W Sec 23: NW, SE
WY-010-00013-00	2	USA WYW-125946	12/18/91		Tract 2 T28N R108W Sec 23: NE, SW
WY-010-00013-00	2V1	USA WYW-125946	12/18/91		Tract 2V1 T28N R108W Sec 23: NE, SW
WY-010-00014-00	1	USA WYW-125947	12/18/91		Tract 1 T28N R108W Sec 26: NW, SE Sec 27: NW, SE Sec 28: NW, SE
WY-010-00014-00	1V1	USA WYW-125947	12/18/91		Tract 1V1 T28N R108W Sec 26: NW, SE Sec 27: NW, SE Sec 28: NW, SE
WY-010-00014-00	2	USA WYW-125947	12/18/91		Tract 2 T28N R108W Sec 26: NE, SW

Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 27: NE, SW Sec 28: NE, SW
WY-010-00014-00	2V1	USA WYW-125947	12/18/91		Tract 2V1 T28N R108W Sec 26: NE, SW Sec 27: NE, SW Sec 28: NE, SW
WY-010-00015-00	1	USA WYW-125948	12/18/91		Tract 1 T29N R108W Sec 20: NW, SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00015-00	1V1	USA WYW-125948	12/18/91		Tract 1V1 T29N R108W Sec 20: NW, SE
WY-010-00015-00	2	USA WYW-125948	12/18/91		Tract 2 T29N R108W Sec 20: NE, SW
WY-010-00015-00	2V1	USA WYW-125948	12/18/91		Tract 2V1 T29N R108W Sec 20: NE, SW
WY-010-00016-00	1	USA WYW-125949	12/18/91		Tract 1 T29N R108W Sec 19: LOTS 3, 4, E2SW
WY-010-00016-00	1V1	USA WYW-125949	12/18/91		Tract 1V1 T29N R108W Sec 19: LOTS 3, 4, E2SW
WY-010-00016-00	2	USA WYW-125949	12/18/91		Tract 2 T29N R108W Sec 19: NE Sec 30: LOTS 3, 4, E2SW, NE Sec 31: LOTS 3, 4, NESW, NE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00016-00	2V1	USA WYW-125949	12/18/91		Tract 2V1 T29N R108W Sec 19: NE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 30: LOTS 3, 4, E2SW, NE
					Sec 31: LOTS 3, 4, E2SW, NE
WY-010-00016-00	3	USA WYW-125949	12/18/91		Tract 3
					T29N R108W
					Sec 19: LOTS 1, 2, E2NW
WY-010-00016-00	3V1	USA WYW-125949	12/18/91		Tract 3V1
					T29N R108W
					Sec 19: LOTS 1, 2, E2NW
WY-010-00016-00	4	USA WYW-125949	12/18/91		Tract 4
					T29N R108W
					Sec 19: SE
					Sec 30: LOTS 1, 2, E2NW, SE
					Sec 31: LOTS 1, 2, E2NW, E2SWSE, N2SE, SESE
					SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00016-00	4V1	USA WYW-125949	12/18/91		Tract 4V1
					T29N R108W
					Sec 19: SE
					Sec 30: LOTS 1, 2, E2NW, SE
					Sec 31: LOTS 1, 2, E2NW, SE
WY-010-00016-00	5	USA WYW-125949	12/18/91		Tract 5
					T28N R109W
WY-010-00016-00	6	USA WYW-125949	12/18/91		Tract 6
					T28N R109W
WY-010-00017-00	1	USA WYW-125950	12/13/91		Tract 1
					T29N R108W
					Sec 28: SE
					SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00017-00	1V1	USA WYW-125950	12/13/91		Tract 1V1
					T29N R108W
					Sec 28: SE
WY-010-00017-00	2	USA WYW-125950	12/13/91		Tract 2
					T29N R108W
					Sec 28: N2, SW
					SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00017-00	2V1	USA WYW-125950	12/13/91		Tract 2V1
					T29N R108W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 28: N2, SW
WY-010-00019-00	1	USA WYW-125952	12/13/91		Tract 1 T29N R109W Sec 13: NE, SW Sec 14: NE, SW Sec 23: NE, SW Sec 24: SW
WY-010-00019-00	1V1	USA WYW-125952	12/13/91		Tract 1V1 T29N R109W Sec 13: NE, SW Sec 14: NE, SW Sec 23: NE, SW BELOW THE BASE OF THE MESA VERDE Sec 24: SW
WY-010-00019-00	2	USA WYW-125952	12/13/91		Tract 2 T29N R109W Sec 13: NW, SE Sec 14: NW, SE Sec 23: NW, SE Sec 24: NW, SE
WY-010-00019-00	2V1	USA WYW-125952	12/13/91		Tract 2V1 T29N R109W Sec 13: NW, SE Sec 14: NW, SE BELOW THE BASE OF THE MESA VERDE
WY-010-00019-00	3	USA WYW-125952	12/13/91		Tract 3 T29N R109W Sec 24: SWNE
WY-010-00019-00	3V1	USA WYW-125952	12/13/91		Tract 3V1 T29N R109W Sec 24: SWNE
WY-010-00019-00	4	USA WYW-125952	12/13/91		Tract 4 T29N R109W Sec 24: N2NE, SENE
WY-010-00019-00	4V1	USA WYW-125952	12/13/91		Tract 4V1 T29N R109W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00020-00	1	USA WYW-125953	12/13/91		Sec 24: N2NE, SENE Tract 1 T29N R109W Sec 15: SW Sec 22: NE, SW
WY-010-00020-00	1V1	USA WYW-125953	12/13/91		Tract 1V1 T29N R109W Sec 15: SW Sec 22: NE, SW
WY-010-00020-00	2	USA WYW-125953	12/13/91		Tract 2 T29N R109W Sec 15: NW Sec 22: NW, SE
WY-010-00020-00	2V1	USA WYW-125953	12/13/91		Tract 2V1 T29N R109W Sec 15: NW Sec 22: NW, SE
WY-010-00021-00	1	USA WYW-125954	12/13/91		Tract 1 T29N R109W Sec 25: NE, SW
WY-010-00021-00	1V1	USA WYW-125954	12/13/91		Tract 1V1 T29N R109W Sec 25: NE, SW
WY-010-00021-00	2	USA WYW-125954	12/13/91		Tract 2 T29N R109W Sec 25: NW, SE
WY-010-00021-00	2V1	USA WYW-125954	12/13/91		Tract 2V1 T29N R109W Sec 25: NW, SE
WY-010-00022-00	1	USA WYW-126100	12/31/91		Tract 1 T29N R108W Sec 7: LOTS 3, 4, E2SW, NE T29N R109W Sec 1: LOTS 1, 2, S2NE, SW Sec 9: NE, SW Sec 10: NE, SW

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JONAH PROSPECT
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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00022-00	2	USA WYW-126100	12/31/91		Tract 2 T29N R108W Sec 7: LOTS 1, 2, E2NW, SE T29N R109W Sec 1: LOTS 3, 4, S2NW, SE Sec 9: NW, SE Sec 10: NW, SE Sec 12: NW
WY-010-00023-00	1	USA WYW-126474	2/26/92		Tract 1 T27N R108W Sec 17: SW Sec 18: LOTS 1, 2, E2NW Sec 19: LOTS 1, 2, E2NW Sec 20: SE
WY-010-00023-00	1V1	USA WYW-126474	2/26/92		Tract 1V1 T27N R108W Sec 17: SW Sec 18: LOTS 1, 2, E2NW Sec 19: LOTS 1, 2, E2NW Sec 20: SE
WY-010-00023-00	2	USA WYW-126474	2/26/92		Tract 2 T27N R108W Sec 18: LOTS 3, 4, E2SW Sec 19: LOTS 3, 4, NE, E2SW Sec 20: NE, SW
WY-010-00023-00	2V1	USA WYW-126474	2/26/92		Tract 2V1 T27N R108W Sec 18: LOTS 3, 4, E2SW Sec 19: LOTS 3, 4, NE, E2SW Sec 20: NE, SW
WY-010-00025-00	1	USA WYW-126101	12/31/91		Tract 1 T30N R109W Sec 10: SW Sec 18: NE Sec 19: LOTS 3, 4, E2SW, NE Sec 30: LOTS 3, 4, E2SW, NE

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JONAH PROSPECT
LEASE/WELL LIST

1/18/01

Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 32: NE, SW Sec 33: NE, N2SW
WY-010-00025-00	1V1	USA WYW-126101	12/31/91		Tract 1V1 T30N R109W Sec 10: SW Sec 18: NE Sec 19: LOTS 3, 4, E2SW, NE Sec 30: LOTS 3, 4, E2SW, NE Sec 32: NE, SW Sec 33: NE, N2SW
WY-010-00025-00	2	USA WYW-126101	12/31/91		Tract 2 T30N R109W Sec 10: SE Sec 18: SE Sec 19: LOTS 1, 2, E2NW, SE Sec 30: LOTS 1, 2, E2NW, SE Sec 32: NW, SE Sec 33: NW, N2SE
WY-010-00025-00	2V1	USA WYW-126101	12/31/91		Tract 2V1 T30N R109W Sec 10: SE Sec 18: SE Sec 19: LOTS 1, 2, E2NW, SE Sec 30: LOTS 1, 2, E2NW, SE Sec 32: NW, SE Sec 33: NW, N2SE
WY-010-00026-00	1	USA WYW-126473	2/26/92		Tract 1 T27N R108W Sec 4: LOTS 3, 4, S2NW, SE
WY-010-00026-00	1V1	USA WYW-126473	2/26/92		Tract 1V1 T27N R108W Sec 4: LOTS 3, 4, S2NW, SE
WY-010-00026-00	2	USA WYW-126473	2/26/92		Tract 2 T27N R108W Sec 4: LOTS 1, 2, S2NE, SW
WY-010-00026-00	2V1	USA WYW-126473	2/26/92		Tract 2V1

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JONAH PROSPECT
LEASE/WELL LIST

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T27N R108W Sec 4: LOTS 1, 2, S2NE, SW
WY-010-00027-00	1	USA W-5627-B	4/28/67		Tract 1 T28N R108W
WY-010-00028-00	1	USA W-57521	1/25/77		Tract 1 T28N R108W Sec 3: LOTS 1, 2, 3, 4, S2S2 Sec 4: LOTS 1, 2, 3, 4, S2S2 Sec 10: ALL
WY-010-00029-00	1	USA WYW-100902	7/21/86		Tract 1 T29N R108W Sec 34: ALL Sec 35: ALL
WY-010-00030-00	1	USA WYW-102899	7/21/86		Tract 1 T29N R108W Sec 27: SW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00030-00	1V1	USA WYW-102899	7/21/86		Tract 1V1 T29N R108W Sec 27: SW
WY-010-00030-00	2	USA WYW-102899	7/21/86		Tract 2 T29N R108W Sec 27: NW, E2 SURFACE TO THE BASE OF THE MESA VERDE

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JONAH PROSPECT
LEASE/WELL LIST

1/18/01

Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00030-00	2V1	USA WYW-102899	7/21/86		Tract 2V1 T29N R108W Sec 27: NW, E2
WY-010-00032-00	1	W-138524	3/4/96		Tract 1 T29N R109W Sec 6: LOTS 1, 2, 6, 7, S2NE, E2SW
WY-010-00032-00	2	W-138524	3/4/96		Tract 2 T29N R109W Sec 6: LOTS 3, 4, 5, SENW, SE
WY-010-00034-00	1	USA WYW-106728	7/1/85		Tract 1 T30N R109W Sec 29: NE, SW
WY-010-00034-00	2	USA WYW-106728	7/1/85		Tract 2 T30N R109W Sec 29: NW, SE
WY-010-00036-00	1	USA WYW-107206	9/29/87		Tract 1 T28N R108W Sec 13: SW, NE Sec 24: SW, NE
WY-010-00036-00	1V1	USA WYW-107206	9/29/87		Tract 1V1 T28N R108W Sec 13: SW, NE Sec 24: SW, NE
WY-010-00036-00	2	USA WYW-107206	9/29/87		Tract 2 T28N R108W Sec 13: NW, SE Sec 24: NW, SE
WY-010-00036-00	2V1	USA WYW-107206	9/29/87		Tract 2V1 T28N R108W Sec 13: NW, SE Sec 24: NW, SE
WY-010-00038-00	1	USA W-100901	9/29/87		Tract 1 T28N R108W Sec 14: NE, N2SW, SESW
WY-010-00038-00	1V1	USA W-100901	9/29/87		Tract 1V1

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JONAH PROSPECT
LEASE/WELL LIST

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T28N R108W Sec 14: NE, N2SW, SESW
WY-010-00038-00	2	USA W-100901	9/29/87		Tract 2 T28N R108W Sec 14: NW, SE
WY-010-00038-00	2V1	USA W-100901	9/29/87		Tract 2V1 T28N R108W Sec 14: NW, SE
WY-010-00039-00	1	USA WYW-118151	11/3/89		Tract 1 T28N R108W Sec 1: LOTS 1,2, S2SE
WY-010-00039-00	1V1	USA WYW-118151	11/3/89		Tract 1V1 T28N R108W Sec 1: LOTS 1, 2, S2SE
WY-010-00039-00	2	USA WYW-118151	11/3/89		Tract 2 T28N R108W Sec 1: LOTS 3, 4, S2SW
WY-010-00039-00	2V1	USA WYW-118151	11/3/89		Tract 2V1 T28N R108W Sec 1: LOTS 3, 4, S2SW
WY-010-00040-00	1	USA WYW-118152	11/3/89		Tract 1 T28N R108W Sec 31: LOTS 1, 2, E2NW, SE
WY-010-00040-00	1V1	USA WYW-118152	11/3/89		Tract 1V1 T28N R108W Sec 31: LOTS 1, 2, E2NW, SE
WY-010-00040-00	2	USA WYW-118152	11/3/89		Tract 2 T28N R108W Sec 31: LOTS 3, 4, E2SW, NE
WY-010-00040-00	2V1	USA WYW-118152	11/3/89		Tract 2V1 T28N R108W Sec 31: LOTS 3, 4, E2SW, NE
WY-010-00041-00	1	USA WYW-118153	11/3/89		Tract 1 T28N R108W Sec 25: NW, SE Sec 34: NW, SE

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LEASE/WELL LIST

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00041-00	1V1	USA WYW-118153	11/3/89		Sec 35: NW, SE Tract 1V1 T28N R108W Sec 25: NW, SE Sec 34: NW, SE Sec 35: NW, SE
WY-010-00041-00	2	USA WYW-118153	11/3/89		Tract 2 T28N R108W Sec 25: NE, SW Sec 34: NE, SW Sec 35: NE, SW
WY-010-00041-00	2V1	USA WYW-118153	11/3/89		Tract 2V1 T28N R108W Sec 25: NE, SW Sec 34: NE, SW Sec 35: NE, SW
WY-010-00042-00	1	USA WYW-118154	11/3/89		Tract 1 T29N R108W Sec 9: NW, SE Sec 17: NW, SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00042-00	1V1	USA WYW-118154	11/3/89		Tract 1V1 T29N R108W Sec 9: NW, SE Sec 17: NW, SE
WY-010-00042-00	2	USA WYW-118154	11/3/89		Tract 2 T29N R108W Sec 9: NE, SW Sec 17: NE, SW
WY-010-00042-00	2V1	USA WYW-118154	11/3/89		Tract 2V1 T29N R108W Sec 9: NE, SW Sec 17: NE, SW
WY-010-00043-00	1	USA WYW-118163	11/6/89		Tract 1 T29N R109W Sec 20: NE, SW

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 21: NE, SW Sec 28: NE, SW
WY-010-00043-00	1V1	USA WYW-118163	11/6/89		Tract 1V1 T29N R109W Sec 20: NE, SW Sec 21: NE, SW Sec 28: NE, SW
WY-010-00043-00	2	USA WYW-118163	11/6/89		Tract 2 T28N R109W Sec 20: NW, SE Sec 21: NW, SE Sec 28: NW, SE
WY-010-00043-00	2V1	USA WYW-118163	11/6/89		Tract 2V1 T29N R109W Sec 20: NW, SE Sec 21: NW, SE Sec 28: NW, SE
WY-010-00044-00	1	USA WYW-118164	11/6/89		Tract 1 T29N R109W Sec 26: NE, SW Sec 27: NE, SW
WY-010-00044-00	1V1	USA WYW-118164	11/6/89		Tract 1V1 T29N R109W Sec 26: NE, SW Sec 27: NE, SW
WY-010-00044-00	2	USA WYW-118164	11/6/89		Tract 2 T29N R109W Sec 26: NW, SE Sec 27: NW, SE
WY-010-00044-00	2V1	USA WYW-118164	11/6/89		Tract 2V1 T29N R109W Sec 26: NW, SE Sec 27: NW, SE
WY-010-00045-00	1	USA W-10196 (RIGHT-OF-WAY)	9/24/86		Tract 1 T29N R108W Sec 33: NWNE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 27: NESW T28N R108W Sec 5: W2 Sec 17: CNE
WY-010-00046-00	1	ST WY 92-00189	4/2/92		Tract 1 T27N R107W
WY-010-00047-00	1	ST WY 92-00190	4/2/92		Tract 1 T27N R107W
WY-010-00048-00	1	ST WY 92-00191	4/2/92		Tract 1 T27N R107W
WY-010-00053-00	1	ST WY-92-00196	4/2/92		Tract 1 T29N R108W Sec 16: NW, SE
WY-010-00053-00	1V1	ST WY-92-00196	4/2/92		Tract 1V1 T29N R108W Sec 16: NW, SE
WY-010-00053-00	2	ST WY-92-00196	4/2/92		Tract 2 T29N R108W Sec 16: NE, SW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00053-00	2V1	ST WY-92-00196	4/2/92		Tract 2V1 T29N R108W Sec 16: NE, SW
WY-010-00056-00	1	ST WY-92-00199	4/2/92		Tract 1 T29N R109W Sec 36: NE, SW
WY-010-00056-00	1V1	ST WY-92-00199	4/2/92		Tract 1V1 T29N R109W Sec 36: NE, SW
WY-010-00056-00	2	ST WY-92-00199	4/2/92		Tract 2 T29N R109W Sec 36: NW, SE
WY-010-00056-00	2V1	ST WY-92-00199	4/2/92		Tract 2V1 T29N R109W Sec 36: NW, SE
WY-010-00060-00	1	USA WYW-126676	4/20/92		Tract 1

Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T29N R107W
					Sec 33: NW, SE
WY-010-00060-00	1V1	USA WYW-126676	4/20/92		Tract 1V1
					T29N R107W
					Sec 33: NW, SE
WY-010-00060-00	2	USA WYW-126676	4/20/92		Tract 2
					T29N R107W
					Sec 33: N2NE, SW
WY-010-00060-00	2V1	USA WYW-126676	4/20/92		Tract 2V1
					T29N R107W
					Sec 33: N2NE, SW
WY-010-00061-00	1	USA WYW-126677	4/20/92		Tract 1
					T29N R108W
					Sec 13: SWNW, SW, S2SE
WY-010-00061-00	1V1	USA WYW-126677	4/20/92		Tract 1V1
					T29N R108W
					Sec 13: SWNW, SW, S2SE
WY-010-00061-00	2	USA WYW-126677	4/20/92		Tract 2
					T29N R108W
					Sec 13: SENW, NWSE
WY-010-00061-00	2V1	USA WYW-126677	4/20/92		Tract 2V1
					T29N R108W
					Sec 13: SENW, NWSE
WY-010-00063-00	1	USA WYW-127189	7/1/92		Tract 1
					T27N R107W
					Sec 5: LOTS 3, 4, S2NW, SE
WY-010-00063-00	1V1	USA WYW-127189	7/1/92		Tract 1V1
					T27N R107W
					Sec 5: LOTS 3, 4, S2NW, SE
WY-010-00063-00	2	USA WYW-127189	7/1/92		Tract 2
					T27N R107W
					Sec 5: LOTS 1, 2, S2NE, SW
WY-010-00063-00	2V1	USA WYW-127189	7/1/92		Tract 2V1
					T27N R107W
					Sec 5: LOTS 1, 2, S2NE, SW
WY-010-00064-00	1	USA WYW-127190	7/1/92		Tract 1

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T27N R107W Sec 14: NW, SE
WY-010-00064-00	1V1	USA WYW-127190	7/1/92		Tract 1V1 T27N R107W Sec 14: NW, SE
WY-010-00064-00	2	USA WYW-127190	7/1/92		Tract 2 T27N R107W Sec 14: NE, SW
WY-010-00064-00	2V1	USA WYW-127190	7/1/92		Tract 2V1 T27N R107W Sec 14: NE, SW
WY-010-00065-00	1	USA WYW-127191	7/1/92		Tract 1 T28N R107W Sec 18: LOTS 1, 2, E2NW, SE
WY-010-00065-00	1V1	USA WYW-127191	7/1/92		Tract 1V1 T28N R107W Sec 18: LOTS 1, 2, E2NW, SE
WY-010-00065-00	2	USA WYW-127191	7/1/92		Tract 2 T28N R107W Sec 18: LOTS 3, 4, E2SW, NE
WY-010-00065-00	2V1	USA WYW-127191	7/1/92		Tract 2V1 T28N R107W Sec 18: LOTS 3, 4, E2SW, NE
WY-010-00066-00	1	USA WYW-127192	6/30/92		Tract 1 T29N R107W Sec 19: LOTS 1, 2, E2NW, SE Sec 20: NW Sec 28: SE Sec 29: NW, SE
WY-010-00066-00	1V1	USA WYW-127192	6/30/92		Tract 1V1 T29N R107W Sec 19: LOTS 1, 2, E2NW, SE Sec 20: NW Sec 28: SE Sec 29: NW, SE
WY-010-00066-00	2	USA WYW-127192	6/30/92		Tract 2

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JONAH PROSPECT
LEASE/WELL LIST

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T29N R107W Sec 19: LOTS 3, 4, NE, E2SW Sec 20: N2SW, SESW Sec 28: SW Sec 29: NE, SW
WY-010-00066-00	2V1	USA WYW-127192	6/30/92		Tract 2V1 T29N R107W Sec 19: LOTS 3, 4, NE, E2SW Sec 20: N2SW, SESW Sec 28: SW Sec 29: NE, SW
WY-010-00067-00	1	USA WYW-127193	6/30/92		Tract 1 T29N R107W
WY-010-00068-00	1	USA WYW-120908	8/1/90		Tract 1 T29N R107W Sec 17: NW, SE Sec 20: SE Sec 28: NW
WY-010-00068-00	1V1	USA WYW-120908	8/1/90		Tract 1V1 T29N R107W Sec 17: NW, SE Sec 20: SE Sec 28: NW
WY-010-00068-00	2	USA WYW-120908	8/1/90		Tract 2 T29N R107W Sec 17: NE, SW Sec 20: NE Sec 28: NE
WY-010-00068-00	2V1	USA WYW-120908	8/1/90		Tract 2V1 T29N R107W Sec 17: NE, SW Sec 20: NE Sec 28: NE
WY-010-00069-00	1	USA WYW-127749	10/16/92		Tract 1 T29N R108W Sec 15: NW, SE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 22: NW, SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00069-00	1V1	USA WYW-127749	10/16/92		Tract 1V1 T29N R108W Sec 15: NW, SE Sec 22: NW, SE
WY-010-00069-00	2	USA WYW-127749	10/16/92		Tract 2 T29N R108W Sec 26: NW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00069-00	2V1	USA WYW-127749	10/16/92		Tract 2V1 T29N R108W Sec 26: NW
WY-010-00069-00	3	USA WYW-127749	10/16/92		Tract 3 T29N R108W Sec 26: NE, S2 SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00069-00	3V1	USA WYW-127749	10/16/92		Tract 3V1 T29N R108W Sec 26: NE, S2
WY-010-00069-00	4	USA WYW-127749	10/16/92		Tract 4 T29N R108W Sec 15: NE, SW Sec 22: NE, SW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00069-00	4V1	USA WYW-127749	10/16/92		Tract 4V1 T29N R108W Sec 15: NE, SW Sec 22: NE, SW
WY-010-00070-00	1	USA WYW-127853	11/4/92		Tract 1 T27N R107W Sec 6: LOTS 3, 4, 5, SENW, SE T27N R108W

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JONAH PROSPECT
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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 1: LOTS 3, 4, S2NW, SE Sec 12: NW, SE
WY-010-00070-00	1V1	USA WYW-127853	11/4/92		Tract 1V1 T27N R107W Sec 6: LOTS 3, 4, 5, SENW, SE T27N R108W Sec 1: LOTS 3, 4, S2NW, SE Sec 12: NW, SE
WY-010-00070-00	2	USA WYW-127853	11/4/92		Tract 2 T27N R107W Sec 6: LOTS 1, 2, 6, 7, S2NE, E2SW T27N R108W Sec 1: LOTS 1, 2, S2NE, SW Sec 12: NE, SW
WY-010-00070-00	2V1	USA WYW-127853	11/4/92		Tract 2V1 T27N R107W Sec 6: LOTS 1, 2, 6, 7, S2NE, E2SW T27N R108W Sec 1: LOTS 1, 2, S2NE, SW Sec 12: NE, SW
WY-010-00071-00	1	USA WYW-127854	11/4/92		Tract 1 T27N R107W Sec 19: LOTS 1, 2, E2NW, SE Sec 20: NW, SE Sec 21: NW, SE
WY-010-00071-00	1V1	USA WYW-127854	11/4/92		Tract 1V1 T27N R107W Sec 19: LOTS 1, 2, E2NW, SE Sec 20: NW, SE Sec 21: NW, SE
WY-010-00071-00	2	USA WYW-127854	11/4/92		Tract 2 T27N R107W Sec 19: LOTS 3, 4, E2SW, NE Sec 20: NE, SW Sec 21: NE, SW
WY-010-00071-00	2V1	USA WYW-127854	11/4/92		Tract 2V1

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T27N R107W Sec 19: LOTS 3, 4, E2SW, NE Sec 20: NE, SW Sec 21: NE, SW
WY-010-00072-00	1	USA WY-122385	7/17/92		Tract 1 T28N R108W Sec 4: LOT 3, SESW, SWSE Sec 9: W2NE, N2SE, SESE T29N R108W Sec 2: LOT 1, SENE, N2SE, SWSE Sec 11: NWNE, E2NW, NESW, S2SW Sec 14: W2W2 Sec 15: SESE Sec 22: E2E2 Sec 27: E2E2 Sec 34: E2 T30N R108W Sec 25: W2SE
WY-010-00073-00	1	ST WY 92-00412	12/2/92		Tract 1 T28N R108W Sec 36: NW
WY-010-00073-00	1V1	ST WY 92-00412	12/2/92		Tract 1V1 T28N R108W Sec 36: NW
WY-010-00073-00	2	ST WY 92-00412	12/2/92		Tract 2 T28N R108W Sec 36: SE
WY-010-00073-00	2V1	ST WY 92-00412	12/2/92		Tract 2V1 T28N R108W Sec 36: SE
WY-010-00073-00	3	ST WY 92-00412	12/2/92		Tract 3 T28N R108W Sec 36: NE, SW
WY-010-00073-00	3V1	ST WY 92-00412	12/2/92		Tract 3V1 T28N R108W Sec 36: NE, SW

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JONAH PROSPECT
LEASE/WELL LIST

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00075-00	1	ST WY-90-00365	6/2/90		Tract 1 T29N R108W Sec 36: NW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00075-00	1V1	ST WY-90-00365	6/2/90		Tract 1V1 T29N R108W Sec 36: NW
WY-010-00075-00	2	ST WY-90-00365	6/2/90		Tract 2 T29N R108W Sec 36: NE, S2 SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00075-00	2V1	ST WY-90-00365	6/2/90		Tract 2V1 T28N R109W Sec 36: NE, S2
WY-010-00076-00	1	USA WYW-128703	2/26/93		Tract 1 T29N R108W Sec 10: NW, SE Sec 14: NW, SE
WY-010-00076-00	1V1	USA WYW-128703	2/26/93		Tract 1V1 T29N R108W Sec 10: NW, SE Sec 14: NW, SE
WY-010-00076-00	2	USA WYW-128703	2/26/93		Tract 2 T29N R108W Sec 10: NE, SW Sec 14: NE, N2SW
WY-010-00076-00	2V1	USA WYW-128703	2/26/93		Tract 2V1 T29N R108W Sec 10: NE, SW Sec 14: NE, N2SW
WY-010-00077-00	1	ST WY-93-00109	4/2/93		Tract 1 T29N R109W Sec 16: NE, SW
WY-010-00077-00	1V1	ST WY-93-00109	4/2/93		Tract 1V1 T29N R109W Sec 16: NE, SW

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JONAH PROSPECT
LEASE/WELL LIST

1/18/01

Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00077-00	2	ST WY-93-00109	4/2/93		Tract 2 T29N R109W Sec 16: NW, SE
WY-010-00077-00	2V1	ST WY-93-00109	4/2/93		Tract 2V1 T29N R109W Sec 16: NW, SE
WY-010-00078-00	1	ST WY-93-00114	4/2/93		Tract 1 T30N R110W Sec 36: NE, SW
WY-010-00078-00	2	ST WY-93-00114	4/2/93		Tract 2 T30N R110W Sec 36: NW, SE
WY-010-00079-00	1	USA WYW-130232	8/27/93		Tract 1 T28N R109W Sec 11: NE
WY-010-00079-00	1V1	USA WYW-130232	8/27/93		Tract 1V1 T28N R109W Sec 11: NE
WY-010-00079-00	2	USA WYW-130232	8/27/93		Tract 2 T28N R109W Sec 11: SW
WY-010-00079-00	2V1	USA WYW-130232	8/27/93		Tract 2V1 T28N R109W Sec 11: SW
WY-010-00079-00	3	USA WYW-130232	8/27/93		Tract 3 T28N R109W Sec 11: NW
WY-010-00079-00	3V1	USA WYW-130232	8/27/93		Tract 3V1 T28N R109W Sec 11: NW
WY-010-00079-00	4	USA WYW-130232	8/27/93		Tract 4 T28N R109W Sec 11: SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00079-00	4V1	USA WYW-130232	8/27/93		Tract 4V1 T28N R109W

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JONAH PROSPECT
LEASE/WELL LIST

Lease no.	Tract no.	Lessor	Lease date	Legal desc
WY-010-00080-00	1	USA WYW-122309	11/1/90	Sec 11: SE Tract 1 T28N R108W Sec 32: NW, SE
WY-010-00080-00	1V1	USA WYW-122309	11/1/90	Tract 1V1 T28N R108W Sec 32: NW, SE
WY-010-00080-00	2	USA WYW-122309	11/1/90	Tract 2 T28N R108W Sec 32: NE, SW
WY-010-00080-00	2V1	USA WYW-122309	11/1/90	Tract 2V1 T28N R108W Sec 32: NE, SW
WY-010-00082-00	1	USA WYW-128039	12/22/92	Tract 1 T28N R109W Sec 14: SW
WY-010-00082-00	1V1	USA WYW-128039	12/22/92	Tract 1V1 T28N R109W Sec 10: NE, SW Sec 14: SW
WY-010-00082-00	2	USA WYW-128039	12/22/92	Tract 2 T28N R109W Sec 10: NW, SE Sec 14: NW
WY-010-00082-00	2V1	USA WYW-128039	12/22/92	Tract 2V1 T28N R109W Sec 10: NW, SE Sec 14: NW
WY-010-00082-00	3	USA WYW-128039	12/22/92	Tract 3 T28N R109W Sec 14: W2NE,SENE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00082-00	3V1	USA WYW-128039	12/22/92	Tract 3V1 T28N R109W Sec 14: NE
WY-010-00082-00	4	USA WYW-128039	12/22/92	Tract 4

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					T28N R109W Sec 14: SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00082-00	4V1	USA WYW-128039	12/22/92		Tract 4V1 T28N R109W Sec 14: SE
WY-010-00082-00	5	USA WYW-128039	12/22/92		Tract 5 T28N R109W
WY-010-00082-00	6	USA WYW-128039	12/22/92		Tract 6 T28N R109W
WY-010-00083-00	1	USA WYW-130730	11/1/93		Tract 1 T28N R109W Sec 2: LOTS 3, 4, S2SW Sec 3: LOTS 3, 4, S2SW T29N R109W Sec 34: SW
WY-010-00083-00	1V1	USA WYW-130730	11/1/93		Tract 1V1 T28N R109W Sec 2: LOTS 3, 4, S2SW Sec 3: LOTS 3, 4, S2SW T29N R109W Sec 34: SW
WY-010-00083-00	2	USA WYW-130730	11/1/93		Tract 2 T28N R109W Sec 3: LOTS 1, 2, S2SE T29N R109W Sec 34: N2NW,SE
WY-010-00083-00	2V1	USA WYW-130730	11/1/93		Tract 2V1 T28N R109W Sec 3: LOTS 1, 2, S2SE T29N R109W Sec 34: N2NW,SE
WY-010-00083-00	3	USA WYW-130730	11/1/93		Tract 3 T28N R109W Sec 2: LOTS 1, LOT 2, S2SE SURFACE TO THE BASE OF THE MESA VERDE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00083-00	3V1	USA WYW-130730	11/1/93		Tract 3V1 T28N R109W Sec 2: LOTS 1, 2, S2SE
WY-010-00083-00	4	USA WYW-130730	11/1/93		Tract 4 T28N R109W
WY-010-00084-00	1	ST WY 93-00553	12/2/93		Tract 1 T28N R109W Sec 16: NE, SW
WY-010-00084-00	1V1	ST WY 93-00553	12/2/93		Tract 1V1 T28N R109W Sec 16: NE, SW
WY-010-00084-00	2	ST WY 93-00553	12/2/93		Tract 2 T28N R109W Sec 16: NW, SE
WY-010-00084-00	2V1	ST WY 93-00553	12/2/93		Tract 2V1 T28N R109W Sec 16: NW, SE
WY-010-00085-00	1	ST WY 93-00554	12/2/93		Tract 1 T28N R109W Sec 36: NE, SW
WY-010-00085-00	1V1	ST WY 93-00554	12/2/93		Tract 1V1 T28N R109W Sec 36: NE, SW
WY-010-00085-00	2	ST WY 93-00554	12/2/93		Tract 2 T28N R109W Sec 36: NW, SE
WY-010-00085-00	2V1	ST WY 93-00554	12/2/93		Tract 2V1 T28N R109W Sec 36: NW, SE
WY-010-00091-00	1	USA WYW-127856	11/4/92		Tract 1 T28N R107W Sec 23: W2W2
WY-010-00091-00	1V1	USA WYW-127856	11/4/92		Tract 1V1 T28N R107W Sec 23: W2W2
WY-010-00091-00	2	USA WYW-127856	11/4/92		Tract 2

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00091-00	2V1	USA WYW-127856	11/4/92		T28N R107W Sec 23: E2SE Sec 26: E2NE Tract 2V1
WY-010-00092-00	1	USA WYW-114848	1/25/89		T28N R107W Sec 23: E2SE Sec 26: E2NE Tract 1
WY-010-00092-00	1V1	USA WYW-114848	1/25/89		T27N R109W Sec 11: NW Sec 23: W2W2 Tract 1V1
WY-010-00092-00	2	USA WYW-114848	1/25/89		T27N R109W Sec 11: NW Sec 23: W2W2 Tract 2
WY-010-00092-00	2V1	USA WYW-114848	1/25/89		T27N R109W Sec 11: NWNE, SW Tract 2V1
WY-010-00093-00	1	USA WYW-115608	3/21/89		T27N R109W Sec 11: NWNE, SW Tract 1
WY-010-00093-00	1V1	USA WYW-115608	3/21/89		T27N R108W Sec 6: LOTS 3, 4, 5, SENW, SE Tract 1V1
WY-010-00093-00	2	USA WYW-115608	3/21/89		T27N R108W Sec 6: LOTS 3, 4, 5, SENW, SE Tract 2
WY-010-00093-00	2V1	USA WYW-115608	3/21/89		T27N R108W Sec 6: LOTS 1, 2, 6, 7, S2NE, E2SW Tract 2V1
WY-010-00098-00	1	USA WYW-133071	8/1/94		T27N R108W Sec 6: LOTS 1, 2, 6, 7, S2NE, E2SW Tract 1
					T28N R109W Sec 4: LOT 3, SWSW

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00098-00	2	USA WYW-133071	8/1/94		Tract 2 T28N R109W Sec 4: LOT 1, SWSE
WY-010-00099-00	1	USA WYW-133072	8/1/94		Tract 1 T29N R109W
WY-010-00099-00	2	USA WYW-133072	8/1/94		Tract 2 T29N R109W
WY-010-00100-00	1	USA WYW-133073	8/1/94		Tract 1 T29N R109W
WY-010-00100-00	2	USA WYW-133073	8/1/94		Tract 2 T29N R109W
WY-010-00113-00	1	USA WYW-134684	4/20/92		Tract 1 T29N R107W Sec 32: NW, SE
WY-010-00113-00	1V1	USA WYW-134684	4/20/92		Tract 1V1 T29N R107W Sec 32: NW, SE
WY-010-00113-00	2	USA WYW-134684	4/20/92		Tract 2 T29N R107W Sec 32: NE, SW
WY-010-00113-00	2V1	USA WYW-134684	4/20/92		Tract 2V1 T29N R107W Sec 32: NE, SW
WY-010-00203-00	1	USA WYW-102717	11/18/86		Tract 1 T29N R107W Sec 30: NE OF LOT 1, S2 LOT 2, E2NW, SE Sec 31: LOT 1, LOT 2, E2NW, SE
WY-010-00203-00	2	USA WYW-102717	11/18/86		Tract 2 T29N R107W
WY-010-00203-00	3	USA WYW-102717	11/18/86		Tract 3 T29N R107W Sec 30: LOTS 3, 4, E2SW, NE Sec 31: LOTS 3,4, E2SW, NE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00206-00	1	USA WYW-118162	11/6/89		Tract 1 T29N R109W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 3: S2SW Sec 7: NE, LOTS 3, 4, E2SW Sec 11: NE, SW Sec 17: NE, SW
WY-010-00206-00	1V1	USA WYW-118162	11/6/89		Tract 1V1 T29N R109W Sec 3: S2SW Sec 7: NE, LOTS 3, 4, E2SW Sec 11: NE, SW Sec 17: NE, SW
WY-010-00206-00	2	USA WYW-118162	11/6/89		Tract 2 T29N R109W Sec 3: SE Sec 7: LOTS 1, 2, SE, E2NW Sec 11: NW, SE Sec 17: NW, SE
WY-010-00206-00	2V1	USA WYW-118162	11/6/89		Tract 2V1 T29N R109W Sec 3: SE Sec 7: LOTS 1, 2, SE, E2NW Sec 11: NW, SE Sec 17: NW, SE
WY-010-00207-00	1	USA WYW-124622	7/1/91		Tract 1 T29N R109W Sec 3: LOTS 1, 2, S2NE, N2SW Sec 4: LOTS 1, 2, S2NE, SW Sec 5: LOTS 1, 2, S2NE, SW T30N R109W Sec 33: S2SW
WY-010-00207-00	1V1	USA WYW-124622	7/1/91		Tract 1V1 T29N R109W Sec 3: LOTS 1, 2, S2NE, N2SW Sec 4: LOTS 1, 2, S2NE, SW Sec 5: LOTS 1, 2, S2NE, SW T30N R109W Sec 33: S2SW

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00207-00	2	USA WYW-124622	7/1/91		Tract 2 T29N R109W Sec 3: LOTS 3, 4, S2NW Sec 4: LOTS 3, 4, S2NW, SE Sec 5: LOTS 3, 4, S2NW, SE T30N R109W Sec 33: S2SE
WY-010-00207-00	2V1	USA WYW-124622	7/1/91		Tract 2V1 T29N R109W Sec 3: LOTS 3, 4, S2NW Sec 4: LOTS 3, 4, S2NW, SE Sec 5: LOTS 3, 4, S2NW, SE T30N R109W Sec 33: S2SE
WY-010-00208-00	1	USA WYW-127204	7/9/92		Tract 1 T28N R109W Sec 4: LOT 4, SESW
WY-010-00208-00	1V1	USA WYW-127204	7/9/92		Tract 1V1 T28N R109W Sec 4: LOT 4, SESW
WY-010-00208-00	2	USA WYW-127204	7/9/92		Tract 2 T28N R109W Sec 4: LOT 2, SESE
WY-010-00208-00	2V1	USA WYW-127204	7/9/92		Tract 2V1 T28N R109W Sec 4: LOT 2, SESE
WY-010-00209-00	1	USA WYW-111556	6/1/88		Tract 1 T29N R107W
WY-010-00211-00	1	USA WYW-141883	11/1/93		Tract 1 T28N R109W Sec 12: ALL

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00211-00	2	USA WYW-141883	11/1/93		Tract 2 T28N R109W Sec 13: ALL SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00211-00	2V1	USA WYW-141883	11/1/93		Tract 2V1 T28N R109W Sec 13: ALL
WY-010-00212-00	1	USA WYW-141878	12/18/91		Tract 1 T29N R108W Sec 18: LOTS 3, 4, E2SW, NE
WY-010-00212-00	1V1	USA WYW-141878	12/18/91		Tract 1V1 T29N R108W Sec 18: LOTS 3, 4, E2SW, NE
WY-010-00212-00	2	USA WYW-141878	12/18/91		Tract 2 T29N R108W Sec 18: LOTS 1, 2, E2NW, SE
WY-010-00212-00	2V1	USA WYW-141878	12/18/91		Tract 2V1 T29N R108W Sec 18: LOTS 1, 2, NW, SE
WY-010-00213-00	1	USA WYW-141879	12/18/91		Tract 1 T29N R108W Sec 29: SE SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00213-00	1V1	USA WYW-141879	12/18/91		Tract 1V1 T29N R108W Sec 29: SE
WY-010-00213-00	2	USA WYW-141879	12/18/91		Tract 2 T29N R108W Sec 29: N2, SW SURFACE TO THE BASE OF THE MESA VERDE
WY-010-00213-00	2V1	USA WYW-141879	12/18/91		Tract 2V1 T29N R108W Sec 29: N2, SW

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00214-00	1	USA WYW-141880	12/31/91		Tract 1 T29N R108W Sec 6: LOTS 1, 2, 6, 7, E2SW, S2NE
WY-010-00214-00	1V1	USA WYW-141880	12/31/91		Tract 1V1 T29N R108W Sec 6: LOTS 1, 2, 6, 7, E2SW, S2NE
WY-010-00214-00	2	USA WYW-141880	12/31/91		Tract 2 T29N R108W Sec 6: LOTS 3, 4, 5, SENW, SE
WY-010-00214-00	2V1	USA WYW-141880	12/31/91		Tract 2V1 T29N R108W Sec 6: LOTS 3, 4, 5, SENW, SE
WY-010-00215-00	1	USA WYW-141881	12/22/92		Tract 1 T28N R109W Sec 25: NW, SE
WY-010-00215-00	1V1	USA WYW-141881	12/22/92		Tract 1V1 T28N R109W Sec 25: NW, SE
WY-010-00215-00	2	USA WYW-141881	12/22/92		Tract 2 T28N R109W Sec 25: NE, SW
WY-010-00215-00	2V1	USA WYW-141881	12/22/92		Tract 2V1 T28N R109W Sec 25: NE, SW
WY-010-00215-00	3	USA WYW-141881	12/22/92		Tract 3 T28N R109W
WY-010-00216-00	1	USA WYW-141884	8/1/94		Tract 1 T29N R109W
WY-010-00216-00	2	USA WYW-141884	8/1/94		Tract 2 T29N R109W
WY-010-00217-00	1	USA WYW-141885	3/4/96		Tract 1 T29N R109W
WY-010-00217-00	2	USA WYW-141885	3/4/96		Tract 2 T29N R109W
WY-010-00218-00	1	USA WYW-141882	8/27/93		Tract 1 T28N R109W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00219-00	1	USA WYW-141998	10/1/87		Sec 1: LOTS 1, 2, S2SE Tract 1 T28N R108W
WY-010-00219-00	1V1	USA WYW-141998	10/1/87		Sec 12: NE, SW Tract 1V1 T28N R108W
WY-010-00219-00	2	USA WYW-141998	10/1/87		Sec 12: NE, SW Tract 2 T28N R108W
WY-010-00219-00	2V1	USA WYW-141998	10/1/87		Sec 12: NW, SE Tract 2V1 T28N R108W
WY-010-00220-00	1	USA WYW-142001	7/1/92		Sec 12: NW, SE Tract 1 T27N R107W
WY-010-00220-00	1V1	USA WYW-142001	7/1/92		Sec 23: NW, SE Tract 1V1 T27N R107W
WY-010-00220-00	2	USA WYW-142001	7/1/92		Sec 23: NW, SE Tract 2 T27N R107W
WY-010-00220-00	2V1	USA WYW-142001	7/1/92		Sec 23: NE, SW Tract 2V1 T27N R107W
WY-010-00221-00	1	USA WYW-142000	12/18/91		Sec 23: NE, SW Tract 1 T28N R108W
WY-010-00221-00	1V1	USA WYW-142000	12/18/91		Sec 29: NW, SE Tract 1V1 T28N R108W
WY-010-00221-00	2	USA WYW-142000	12/18/91		Sec 29: NW, SE Tract 2 T28N R108W
WY-010-00221-00	2V1	USA WYW-142000	12/18/91		Sec 29: NE, SW Tract 2V1 T28N R108W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00222-00	1	USA WYW-141999	11/3/89		Sec 29: NE, SW Tract 1 T28N R108W
WY-010-00222-00	1V1	USA WYW-141999	11/3/89		Sec 33: NW, SE Tract 1V1 T28N R108W
WY-010-00222-00	2	USA WYW-141999	11/3/89		Sec 33: NW, SE Tract 2 T28N R108W
WY-010-00222-00	2V1	USA WYW-141999	11/3/89		Sec 33: NE, SW Tract 2V1 T28N R108W
WY-010-00223-00	1	USA WYW-141756	11/1/92		Sec 33: NE, SW Tract 1 T29N R108W
WY-010-00223-00	1V1	USA WYW-141756	11/1/92		Sec 25: NW, SE SURFACE TO THE BASE OF THE MESA VERDE Tract 1V1 T29N R108W
WY-010-00223-00	2	USA WYW-141756	11/1/92		Sec 25: NW, SE Tract 2 T29N R108W
WY-010-00223-00	2V1	USA WYW-141756	11/1/92		Sec 25: NE, SW SURFACE TO THE BASE OF THE MESA VERDE Tract 2V1 T29N R108W
WY-010-00227-00	1	USA WYW-144998	4/20/92		Sec 25: NE, SW Tract 1 T29N R108W
WY-010-00227-00	1V1	USA WYW-144998	4/20/92		Sec 3: SWNW, SW, SWSE Tract 1V1 T29N R108W
WY-010-00227-00	2	USA WYW-144998	4/20/92		Sec 3: SWNW, SW, SWSE Tract 2 T29N R108W

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 11: SWNW, SW, SWSE
WY-010-00228-00	1	USA WYW-147792	1/25/77		Tract 1 T28N R108W Sec 2: LOTS 1, 2, 3, 4, S2S2
WY-010-00229-00	1	USA WYW-147795	2/26/92		Tract 1 T27N R108W Sec 5: LOTS 3, 4, S2NW, SE Sec 8: NW, SE
WY-010-00229-00	1V1	USA WYW-147795	2/26/92		Tract 1V1 T27N R108W Sec 5: LOTS 3, 4, S2NW, SE Sec 8: NW, SE
WY-010-00229-00	2	USA WYW-147795	2/26/92		Tract 2 T27N R108W Sec 5: LOTS 1, 2, S2NE, SW Sec 8: NE, SW
WY-010-00229-00	2V1	USA WYW-147795	2/26/92		Tract 2V1 T27N R108W Sec 5: LOTS 1, 2, S2NE, SW Sec 8: NE, SW
WY-010-00230-00	1	USA WYW-147794	12/18/91		Tract 1 T28N R108W Sec 17: ALL
WY-010-00231-00	1	USA WYW-147797	7/1/92		Tract 1 T28N R107W Sec 5: SE Sec 17: NW, SE
WY-010-00231-00	1V1	USA WYW-147797	7/1/92		Tract 1V1 T28N R107W Sec 5: SE Sec 17: NW, SE
WY-010-00231-00	2	USA WYW-147797	7/1/92		Tract 2 T28N R107W Sec 5: SW Sec 17: NE, SW

SURFACE TO THE BASE OF THE MESA VERDE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00231-00	2V1	USA WYW-147797	7/1/92		Tract 2V1 T28N R107W Sec 5: SW Sec 17: NE, SW
WY-010-00231-00	3	USA WYW-147797	7/1/92		Tract 3 T28N R107W
WY-010-00232-00	1	USA WYW-147798	11/4/92		Tract 1 T27N R107W Sec 7: LOTS 1, 2, E2NW
WY-010-00232-00	1V1	USA WYW-147798	11/4/92		Tract 1V1 T27N R107W Sec 7: LOTS 1, 2, E2NW
WY-010-00232-00	2	USA WYW-147798	11/4/92		Tract 2 T27N R107W Sec 7: LOTS 3, 4, E2SW
WY-010-00232-00	2V1	USA WYW-147798	11/4/92		Tract 2V1 T27N R107W Sec 7: LOTS 3, 4, E2SW
WY-010-00233-00	1	USA WYW-147796	7/1/92		Tract 1 T27N R107W Sec 4: LOTS 3, 4, S2NW, SE Sec 7: SE Sec 8: NW, N2SE, SESE Sec 17: NW, N2SE
WY-010-00233-00	1V1	USA WYW-147796	7/1/92		Tract 1V1 T27N R107W Sec 4: LOTS 3, 4, S2NW, SE Sec 7: SE Sec 8: NW, N2SE, SESE Sec 17: NW, N2SE
WY-010-00233-00	2	USA WYW-147796	7/1/92		Tract 2 T27N R107W Sec 4: LOTS 1, 2, S2NE, SW Sec 7: NE Sec 8: NE Sec 17: SW, SWNE

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00233-00	2V1	USA WYW-147796	7/1/92		Tract 2V1 T27N R107W Sec 4: LOTS 1, 2, S2NE, SW Sec 7: NE Sec 8: NE Sec 17: SW, SWNE
WY-010-00234-00	1	USA WYW-148026	11/3/89		Tract 1 T28N R108W Sec 19: LOTS 1, 2, 3, 4, E2, E2W2
WY-010-00234-00	2	USA WYW-148026	11/3/89		Tract 2 T28N R108W Sec 30: LOTS 1, 2, E2NW, SE
WY-010-00234-00	2V1	USA WYW-148026	11/3/89		Tract 2V1 T28N R108W Sec 30: LOTS 1, 2, E2NW, SE
WY-010-00234-00	3	USA WYW-148026	11/3/89		Tract 3 T28N R108W Sec 30: LOTS 3, 4, E2SW, NE
WY-010-00234-00	3V1	USA WYW-148026	11/3/89		Tract 3V1 T28N R108W Sec 30: LOTS 3, 4, E2SW, NE
WY-010-00250-00	1	ARAMBEL MARY L TRUSTEE DATED MAY 12, 1993	8/20/98		Tract 1 T27N R107W Sec 8: NWSW
WY-010-00251-01	1	ARAMBEL, MARY ANN ARAMBEL JOSEPH J ARAMBEL ROBERT P	8/21/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
WY-010-00251-02	1	ARAMBEL MARY	8/20/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
WY-010-00251-03	1	LOIS T AND JOHN A ZEBRE	8/20/98		Tract 1 T27N R106W

Lease no.	Tract no.	Lessor	Lease date		Legal desc
					Sec 27: SWSW Sec 28: NWSE
WY-010-00251-04	1	ZEBRE LOIS T AS TRUSTEE	8/21/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE
WY-010-00251-05	1	KURTZ KARL B SOLE TRUST	8/26/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
WY-010-00251-06	1	BUNNING CHRISTIAN AND M	8/19/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE
WY-010-00251-07	1	BUNNING ROBERT AND MAF	8/26/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE
WY-010-00251-08	1	CHEESMAN ESTHER G INDI\	8/18/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
WY-010-00251-09	1	ARAMBEL KAREN G INDIV AI	10/15/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
WY-010-00251-10	1	GAVIOTIS ANN MARIE	10/27/98		Tract 1 T27N R106W Sec 27: SWSW Sec 28: NWSE
WY-010-00251-11	1	ABRIANI FELIX G & ROSEMA	10/27/98		Tract 1 T27N R106W Sec 27: SWSW

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Lease no.	Tract no.	Lessor	Lease date		Legal desc
WY-010-00302-00	1	USA WYW-133762	9/12/94		Sec 28: NWSE Sec 34: NWNW, S2NW, NWSE
					Tract 1 T27N R109W Sec 1: LOTS 3 (40.21), 4 (40.30), S2NW
WY-010-00910-00	1	ST WY EASEMENT NO. 5327	1/29/93		Tract 1 T30N R108W
WY-010-00920-00	1	USA WYW-127505 (SURFACE PIPELI NE - JONAH 1-5)	2/8/93		Tract 1
WY-010-00940-00	1	USA WYW-127972 (RIGHT-OF-WAY GRANT)	6/11/93		T28N R108W Tract 1 T28N R108W Sec 5: LOT 4, NWSWSW Sec 6: SESE Sec 7: NE Sec 8: W2NW - SURFACE RIGHT-OF-WAY

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Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

288333

FILED for RECORD Jan 17 2002 10:30a
IN BOOK 180 OIG PAGE 598
FEES $ 12.00 COUNTY
SUBLETTE COUNTY, WYOMING
By Cathy Easton

THIS AGREEMENT, made and entered into this 26th day of October, 2001, by and between Kathleen A. Miller, a/k/a Kathleen Anne Miller, a single woman, of P.O. Box 243, 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.

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 1,281.90 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 $5.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land 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. 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 13. 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.

14. 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.

15. 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, the inability to transport materials, 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.

16. Lessor hereby 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.

17. 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.

18. 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.

Kathleen A. Miller

Kathleen A. Miller, a/k/a Kathleen Anne Miller

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 13th day of November, 2001, before me personally appeared Kathleen A. Miller, a/k/a Kathleen Anne Miller, 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 13th day of November, 2001.

My commission expires:

Jan 4, 2004

LAREN S. WEIZ - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

Karen S Weiz

Notary Public for the State of Wyoming

residing at PO Box 4375 Pinedale WY 82941

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 _____, 2001.

My commission expires:

_____

_____

Notary Public for the State of _____

residing at _____

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 26th, 2001, by and between Kathleen A. Miller, a/k/a Kathleen Anne Miller, a single woman, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands located in Sublette County, Wyoming.

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW1/4, W1/2SW1/4, and all portions
of the NW1/4NW1/4, E1/2W1/2 lying and being
West of the centerline of the State Highway 187;
Section 13: W1/2NW1/4, SW1/4, and all Portions of the E1/2NW1/4 lying and being
West of the centerline of State Highway 187;
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90 acres, more or less

19. Wherever the term one-eighth (1/8) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read one-sixth (1/6).

20. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

21. 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 or vibroseis seismic activity.

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

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

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

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

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

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

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

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

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

31. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

33. This lease is subject to a Surface Use Agreement executed by the parties hereto under the same date hereof.

Signed for Identification:

By: Kathleen A Miller
Kathleen A. Miller,
a/k/a Kathleen Anne Miller

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

288334

Jan 17 2002 10:20a
BK 190 PG 602
FEES 12.00
By Cathy Sexton

THIS AGREEMENT, made and entered into this 26th day of October, 2001, by and between Patricia M. Roberts, a/k/a Patricia Mildred Roberts, a/k/a Patricia Mildred Miller, and Shad Z. Roberts, wife and husband, of P.O. Box 11, 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.

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 1,281.90 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 $5.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land 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. 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 13. 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.

14. 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.

15. 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, the inability to transport materials, 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.

16. Lessor hereby 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.

17. 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.

18. 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.

Patricia M Roberts
Patricia M. Roberts, a/k/a Patricia Mildred Roberts, a/k/a Patricia Mildred Miller

Shad Z Roberts
Shad Z. Roberts

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 4th day of December, 2001, before me personally appeared Patricia M. Roberts, a/k/a Patricia Mildred Roberts, a/k/a Patricia Mildred Miller, and Shad Z. Roberts, 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 December, 2001.

My commission expires:
August 7, 2004

SHARI PAPE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8-7-04

Notary Public for the State of Wyoming
residing at Pinedale, 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 _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 26th, 2001, by and between Patricia M. Roberts, a/k/a Patricia Mildred Roberts, a/k/a Patricia Mildred Miller, and Shad Z. Roberts, wife and husband, as Lessors, and Hanson & Strahn, Inc., as Lessee, covering the following described lands located in Sublette County, Wyoming.

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW1/4, W1/2SW1/4, and all portions
of the NW1/4NW1/4, E1/2W1/2 lying and being
West of the centerline of the State Highway 187;
Section 13: W1/2NW1/4, SW1/4, and all Portions of the E1/2NW1/4 lying and being
West of the centerline of State Highway 187;
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90 acres, more or less

19. Wherever the term one-eighth (1/8) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read one-sixth (1/6).

20. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

21. 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 or vibroseis seismic activity.

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

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

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

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

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

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

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

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

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

31. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

33. This lease is subject to a Surface Use Agreement executed by the parties hereto under the same date hereof.

Signed for Identification:

By: Patricia M Roberts

Patricia M. Roberts,
a/k/a Patricia Mildred Roberts,
a/k/a Patricia Mildred Miller

Shad Z Roberts

Shad Z. Roberts

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE
288335

Jan 17 02:10:20a
BOOK 120 PAGE 606
12.00
Mary L. Lybbert
By Cathy Seaton

THIS AGREEMENT, made and entered into this 26th day of October, 2001, by and between Robert M. Miller, a/k/a Robert M. Miller, Jr. and Tara L. Miller, husband and wife, of P.O. Box 67, Big Piney, WY 83113,

hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ "10.00") in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

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

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 1,281.90 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 $5.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land 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. 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 13. 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.

14. 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.

15. 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, the inability to transport materials, 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.

16. Lessor hereby 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.

17. 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.

18. 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.

Robert M. Miller, a/k/a Robert M. Miller, Jr.

Tara L. Miller

STATE OF Wyoming }
COUNTY OF Sublette } ss.

INDIVIDUAL

On this 13 day of November, 2001, before me personally appeared Robert M. Miller, a/k/a Robert M. Miller, Jr. and Tara L. Miller, 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 13 day of November, 2001.

My commission expires:

02-01-04

Lori Moore

Notary Public for the State of Wyoming

residing at 440 Budd Ave Big Piney 83113

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

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 _____, 2001.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 26th, 2001, by and between Robert M. Miller, a/k/a Robert M. Miller, Jr. and Tara L. Miller, husband and wife, as Lessors, and Hanson & Strahn, Inc., as Lessee, covering the following described lands located in Sublette County, Wyoming.

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW1/4, W1/2SW1/4, and all portions
of the NW1/4NW1/4, E1/2W1/2 lying and being
West of the centerline of the State Highway 187;
Section 13: W1/2NW1/4, SW1/4, and all Portions of the E1/2NW1/4 lying and being
West of the centerline of State Highway 187;
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90 acres, more or less

19. Wherever the term one-eighth (1/8) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read one-sixth (1/6).

20. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

21. 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 or vibroseis seismic activity.

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

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

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

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

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

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

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

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

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

31. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

33. This lease is subject to a Surface Use Agreement executed by the parties hereto under the same date hereof.

Signed for Identification:

By _____
Robert M. Miller,
a/k/a Robert M. Miller, Jr.

_____
Tara L. Miller

[redacted] [redacted] [redacted]

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

288336

Jan 17 02 10:20A
Book 120 O+G Page 610
12.00 Mary L. Lyford
By Cathy Saxton

THIS AGREEMENT, made and entered into this 26th day of October, 2001, by and between Mathew D. Miller, a/k/a Mathew Daniel Miller, a/k/a Matthew D. Miller, a/k/a Matthew Daniel Miller, and Lisa R. Miller, husband and wife, of 4915 Riverside Road, Melbourne, FL 32935,

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.

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 1,281.90 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 $5.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land 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. 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 13. 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.

14. 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.

15. 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, the inability to transport materials, 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.

16. Lessor hereby 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.

17. 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.

18. 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.

Mathew D. Miller, a/k/a Mathew Daniel Miller,
a/k/a Matthew D. Miller, a/k/a Matthew Daniel Miller

Lisa R. Miller

STATE OF ~~Wyoming~~ Florida }
COUNTY OF Brevard } ss.

INDIVIDUAL

On this 14th day of November, 2001, before me personally appeared Mathew D. Miller, a/k/a Mathew Daniel Miller, a/k/a Matthew D. Miller, a/k/a Matthew Daniel Miller, and Lisa R. Miller, 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 14th day of November, 2001.

My commission expires:
11/11/04

Notary Public for the State of Florida
residing at 6370 N Wickham Rd, Melbourne FL 32940

SUSAN A. GLAMORE
Bonded By FL Western Surety
My Comm. Expires Nov. 11, 2004
Commission # CC971174
[ ] Personally Known [✓] Other ID

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 _____, 2001.

My commission expires:

Notary Public for the State of _____
residing at _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 26th, 2001, by and between Mathew D. Miller, a/k/a Mathew Daniel Miller, a/k/a Matthew D. Miller, a/k/a Matthew Daniel Miller, and Lisa R. Miller, husband and wife, as Lessors, and Hanson & Strahn, Inc., as Lessee, covering the following described lands located in Sublette County, Wyoming.

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW1/4, W1/2SW1/4, and all portions
of the NW1/4NW1/4, E1/2W1/2 lying and being
West of the centerline of the State Highway 187;
Section 13: W1/2NW1/4, SW1/4, and all Portions of the E1/2NW1/4 lying and being
West of the centerline of State Highway 187;
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90 acres, more or less

19. Wherever the term one-eighth (1/8) appears in the subject Oil and Gas Lease, it shall by this reference be amended to read one-sixth (1/6).

20. 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 purposes of this paragraph, a drill site 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 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, whichever is greater, for an oil well. If at or within one hundred twenty 120 days prior to the expiration of the primary term, Lessee is engaged in drilling or reworking operations on the leased premises or on lands pooled or unitized therewith as heretofore provided, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations with no cessation of more than one hundred twenty (120) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well. This provision shall supercede and take precedence over any language to the contrary contained in any federal exploratory unitization agreement in which part or all of the leased premises is committed.

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

21. 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 or vibroseis seismic activity.

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

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

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

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

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

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

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

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

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

31. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

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

33. This lease is subject to a Surface Use Agreement executed by the parties hereto under the same date hereof.

Signed for Identification:

By: _____
Mathew D. Miller,
a/k/a Mathew Daniel Miller,
a/k/a Matthew D. Miller,
a/k/a Matthew Daniel Miller

_____
Lisa R. Miller

Form 3000-3
(January 1999)

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.
WYW-102717

Lease Effective Date
(Anniversary Date)
11/18/86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership -51%
   Street 5905 Green Meadows Drive
   City, State, ZIP Code Cheyenne, Wyoming 82001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Mass Assignment See Exhibit "A" attached hereto and incorporated herein Assignor hereby assigns and conveys all of her right, title and interest in and to each of the oil and gas leases described on Exhibit "A" (and all extensions, renewals or segregations thereof) to the above described assignees in the proportions set forth above, regardless of whether or not assignor's interest is correctly described on said exhibit. This assignment is made without warranty of title, shall be subject to all matters of record in Sublette County, Wyoming.					

288386
RECORDED Jan 18 2002 4:00PM
IN BOOK 120016 PAGE 614
FEES $ 17.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scotten

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.

Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company - 49%
3023 Intracoastal View Drive
Mt. Pleasant, South Carolina 29466

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by the assignment are located; (c) Assignee's chargeable 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 to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 18th day of December, 2001

Name of Assignor as shown on current lease: Dianne E. Greene
Please type or print

ASSIGNOR

Dianne E Greene
(Signature)
Dianne E. Greene

3023 Intracoastal View Drive
(Assignor's Address)

Mt. Pleasant (City) S.C. (State) 29466 (Zip Code)

Executed this 4th day of January, ~~20-01~~ 2002

ASSIGNEE

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP

John D Greene
By: John D. Greene, General Partner

Date 1-4-02

DIANNE'S OIL & GAS LLC

Dianne E Greene
By: Dianne E. Greene, Manager

Date 12/18/01

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: 1996 - 774-004/41005

J:\Thompson\Greene Dwight & Dianne\Assignment of Record Title Interest.wpd

STATE OF SC)
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me this 18th day of December, 2001 by Dianne E. Greene as Assignor.

Notary Public
Name: Vickie L. Walling
Address 317 Hwy 52 N Moncks Corner SC
My Commission Expires 5-12-06

STATE OF ~~SC~~ Wyoming)
COUNTY OF ~~Berkeley~~ Laramie)

The foregoing instrument was acknowledged before me this ~~18th~~ 4th day of ~~December~~ January, 2002 by John D. Greene as General Partner of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership.

SUSAN LEWIS – NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 16, 2003

Notary Public
Name: Susan Lewis
Address 408 W. 23rd St. Cheyenne
My Commission Expires July 16, 2003

STATE OF SC)
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me this 18th day of December, 2001 by Dianne E. Greene as Manager of Dianne's Oil & Gas LLC a Wyoming flexible limited liability company.

Notary Public
Name: Vickie L. Walling
Address 317 Hwy 52 N Moncks Corner SC
My Commission Expires 5-12-06

J:\Thompson\Greene Dwight & Dianne\Acknowledgement to ASG of RT.wpd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 18, 2001, by and between Dianne E. Greene as Assignor and Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC as Assignees

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
88-361	USA WYW-125943	12/18/91	HBP	T28N R108W Sec 5: Lots 1,2,3,4, S/2S/2 Sec 6: Lots 1,2,3,4,5, SE/4SW/4, S/2SE/4 Sec 7: Lots 1,2,3,4, E/2, E/2NW/2	[G] 0.2401875	0.1224956	0.1176919	0.000000
	USA WYW-125943	12/18/91	HBP	T28N R108W Sec 18: Lots 1,2,3,4, E/2, E/2W/2	[I] 0.36125	0.1842375	0.1770125	0.000000
88-363	USA WYW-125944	12/18/91	HBP	T28N R108W Sec 8: All T29N R108W Sec 32: All Sec 33: All	[I] 0.36125	0.1842375	0.1770125	0.000000
88-365	USA WYW-125945	12/18/91	HBP	T28N R108W Sec 15: All	0.36125	0.1842375	0.1770125	0.000000
88-365	USA WYW-125945	12/18/91	HBP	T28N R108W Sec 21: All	[^] 0.36125	0.1842375	0.1770125	0.000000
88-367	USA WYW-125946	12/18/91	4/12/01	T28N R108W Sec 23: NE/4, SW/4	[^] 0.36125	0.1842375	0.1770125	0.000000
88-369	USA WYW-125947	12/18/91	4/12/01	T28N R108W Sec 26: NE/4, SW/4 Sec 27: NE/4, SW/4 Sec 28: NE/4, SW/4	[^] 0.36125	0.1842375	0.1770125	0.000000
88-371	USA WYW-125948	12/18/91	HBP	T29N R108W Sec 20: NE/4, SW/4 T29N R108W Sec 20: NW/4, SE/4	[^] 0.36125 0.18000	0.1842375 0.091800	0.1770125 0.08820	0.000000 0.000000

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88-373	USA WYW-125949	12/18/91	HBP Corona Unit	T29N R108W Sec 19: Lots 1,2, E/2NW/4, SE/4 Sec 30: Lots 1,2, E/2NW/4, SE/4 Sec 31: Lots 1,2, E/2NW/4, SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R108W Sec 19: Lots 3,4, E/2SW/4, NE/4 Sec 30: Lots 3,4, E/2SW/4, NE/4 Sec 31: Lots 3,4, E/2SW/4, NE/4	0.18000	0.09180	0.08820	0.000000
105-574	USA WYW-125950	12/13/91	HBP	T29N R108W Sec 28: All	^ 0.36125	0.1842375	0.1770125	0.000000
88-379	USA WYW-125952	12/13/91	HBP Corona Unit	T29N R109W Sec 13: NW/4, SE/4 Sec 14: NW/4, SE/4 Sec 23: NW/4, SE/4 Sec 24: NW/4, SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R109W Sec 13: NE/4, SW/4 Sec 14: NE/4, SW/4 Sec 23: NE/4, SW/4 Sec 24: NE/4, SW/4	0.18000	0.09180	0.08820	0.000000

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88-381	USA WYW-125953	12/13/91	HBP Corona Unit	T29N R109W Sec 15: NW/4 Sec 22: SE/4, NW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R109W Sec 15: SW/4 Sec 22: NE/4, SW/4	0.18000	0.09180	0.08820	0.000000
88-383	USA WYW-125954	12/13/91	HBP Corona Unit	T29N 4109W Sec 25: NW/4, SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R109W Sec 25: NE/4, SW/4	0.18000	0.09180	0.08820	0.000000
88-452	USA WYW-126100	12/31/91	1/1/02 Corona Unit	T29N R108W Sec 7: Lots 1,2, E/2NW/4, SE/4 T29N R109W Sec 1: Lots 3,4, SE/4, S/2NW/4 Sec 9: NW/4, SE/4 Sec 10: NW/4, SE/4 Sec 12: NW/4	^ 0.36125	0.1842375	0.1770125	0.000000

EXHIBIT "A"

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
88-456	USA WYW-126474	2/26/92	3/1/02 Scarlet Unit	T27N R108W Sec 18: Lots 3,4, E/2SW/4 Sec 19: Lots 3, 4, NE/4, E/2SW/4 Sec 20: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T27N R108W Sec 17: SW/4 Sec 18: Lots 1,2, E/2NW/4 Sec 19: Lots 1, 2, E/2NW/4 Sec 20: SE/4	0.18000	0.09180	0.08820	0.000000
88-453	USA WYW-126101	12/13/9	12/31/01	T30N R109W Sec 10: SE/4 Sec 18: SE/4 Sec 19: Lots 1,2 E/2NW/4, SE/4 Sec 30: Lots 1, 2, E/2NW/4, SE/4 Sec 32: NW/4, SE/4 Sec 33: NW/4, N/2SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
88-455	USA WYW-126473	2/26/92	3/1/02	T27N R108W Sec 4: Lots 1,2, S/2NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
				T27N R108W Sec 4: Lots 3,4, S/2NW/4, SE/4 Sec 5: Lots 3,4, S/2NW/4, SE/4 Sec 8: Lots 3,4, S/2NW/4, SE/4	0.18000	0.09180	0.08820	0.000000
	USA W-5627-B	4/28/67	HBP	T28N R108W Sec 9: All	0.2375	0.121125	0.116375	0.000000

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81-86	USA W-57521	1/25/77	HBP	T28N R108W Sec 3: Lots 1,2,3,4, S/2S/2 Sec 4: Lots 1,2,3,4, S2/S/2 Sec 10: All	[B] 0.36125	0.1842375	0.1770125	0.000000
79-337	USA WYW-100902	7/21/86	HSP	T29N R108W Sec 34: All Sec 35: All	0.3793125	0.1934494	0.1858631	0.000000
79-337	USA WYW-102899 (segregated out of WYY-100902)	7/21/86	HBP	T29N R108W Sec 27: All	[F] 0.3793125	0.1934494	0.1858631	0.000000
	USA WYW-138524	3/4/96	3/31/06 Corona Unit	T29N R109W Sec 6: Lots 3,4,5, SE/4, SE/4NW/4 Sec 8: NW/4, SE/4	0.240833	0.122825	0.118008	0.000000
88-399	USA WYW-106728	7/1/85	4/14/01	T30N R109W Sec 29: NW/4, SE/4 Sec 31: Lots 1,2, E/2NW/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
88-403	USA WYW-107206	9/29/87	4/12/01	T28N R108W Sec 13: NE/4, SW/4 Sec 24: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
115-88	USA W-100901	9/29/87	4/12/01	T28N R108W Sec 14: N/2SW/4, SE/4SW/4, NE/4	0.36125	0.1842375	0.1770125	0.000000
84-590	USA WYW-118151	11/3/89	4/12/01	T28N R108W Sec 1: Lots 3,4, S/2SW/4	[A] 0.36125	0.1842375	0.1770125	0.000000

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84-585	USA WYW-118152	11/3/89	12/1/99 Scarlet Unit	T28N R108W Sec 31: Lots 1,2,3,4, E/2W/2, E/2	^ 0.36125	0.1842375	0.1770125	0.000000
84-585	USA WYW-148026 (segregated out of WYW-118152)	11/3/89	12/1/99	T28N R108W Sec 19: Lots 3,4, E/2SW/4, NE/4 Sec 30: Lots 3,4, E/2SW/4, NE/4	^ 0.36125	0.1842375	0.1770125	0.000000
84-580	USA WYW-118153	11/3/89	4/12/01	T28N R108W Sec 25: NE/4, SW/4 Sec 34: NE/4, SW/4 Sec 35: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
84-574	USA WYW-118154	11/3/89	HBP	T29N R108W Sec 9: NE/4, SW/4 Sec 17: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R108W Sec 9: NW/4, SE/4 Sec 17: NW/4, SE/4	0.18000	0.09180	0.08820	0.000000
84-568	USA WYW-118163	11/6/89	HBP Corona Unit	T29N R109W Sec 20: NW/4, SE/4 Sec 21: NW/4, SE/4 Sec 28: NW/4, SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R109W Sec 20: NE/4, SW/4 Sec 21: NE/4, SW/4 Sec 28: NE/4, SW/4	0.18000	0.09180	0.08820	0.000000

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84-562	USA WYW-118164	11/6/89	HBP Corona Unit	T29N R109W Sec 26: NW/4, SE/4 Sec 27: NW/4, SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R109W Sec 26: NE4, SW/4 Sec 27: NE/4, SW/4	0.18000	0.09180	0.08820	0.000000
88-445	ST WY-92-00196	4/2/92	HBP	T29N R108W Sec 16: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
				T29N R108W Sec 16: NW/4, SE/4	0.049554	0.025273	0.024281	0.000000
88-448	ST WY-92-00199	4/2/92	HBP Corona Unit	T29N R109W Sec 36: NW/4, SE/4	0.36125	0.1842375	0.1770125	0.000000
				Sec 36: NE/4, SW/4	0.049554	0.025273	0.024281	0.000000
88-471	USA WYW-126676	4/20/92	HBU Cabrito Unit	T29N R107W Sec 33: N/2NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R107W Sec 33: NW/4, SE/4	0.18000	0.091800	0.088200	0.000000
88-470	USA WYW-126677	4/20/92	HBU Cabrito Unit	T29N R108W Sec 13: SE/4NW/4, NW/4SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T29N R108W Sec 13: SW/4NW/4, SW/4, S/2SE/4	0.18000	0.091800	0.088200	0.000000

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88-732	USA WYW-127189	7/1/92	7/1/02	T27N R107W Sec 5: Lots 1,2, S/2NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T27N R107W Sec 4: Lots 3,4, S/2NW/4, SE/4 Sec 5: Lots 3,4, S/2NW/4, SE/4 Sec 7: SE/4 Sec 8: NW/4, N/2SE/4, SE/4SE/4 Sec 17: NW/4, N/2SE/4	0.18000	0.09180	0.08820	0.000000
84-580	USA WYW-141999 (segregated out of WYW-118153)	11/3/89	4/12/01	T28N R108W Sec 33: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
88-735	USA WYW-127190	7/1/92	7/1/02	T27N R107W Sec 14: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T27N R107W Sec 14: NW/4, SE/4 Sec 23: NW/4, SE/4	0.18000	0.09180	0.08820	0.000000
88-738	USA WYW-127191	7/1/92	7/1/02	T28N R107W Sec 18: Lots 3, 4, E/2SW/4, NE/4	^ 0.36125	0.1842375	0.1770125	0.000000

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88-741	USA WYW-127192	6/30/92	7/1/02 Cabrito Unit	T29N R107W Sec 19: Lots 3, 4, E/2SW/4, NE/4 Sec 20: N/2SW/4, SE/4SW Sec 28: SW/4 Sec 29: NE/4, SW/4	[A] 0.36125	0.1842375	0.1770125	0.000000
				T29N R107W Sec 19: Lots 1,2, E/2NW/4, SE/4 Sec 20: NW/4 Sec 28: SE/4 Sec 29: NW/4, SE/4	0.18000	0.091800	0.088200	0.000000
88-744	USA WYW-127193	6/30/92	7/1/02 Cabrito Unit	T29N R107W Sec 33: S/2NE/4	[A] 0.36125	0.1842375	0.1770125	0.000000
88-717	USA WYW-120908	8/1/90	HBP Cabrito Unit	T29N R107W Sec 17: NE/4, SW/4 Sec 20: NE/4 Sec 28: NE/4	[A] 0.36125	0.1842375	0.1770125	0.000000
92-198	USA WYW-127749	10/16/92	HBP	T29N R108W Sec 15: NE/4, SW/4 Sec 22: NE/4, SW/4	[A] 0.36125	0.1842375	0.1770125	0.000000
92-198	USA WYW-127749	10/16/92	11/1/97	T29N R108W Sec 26: All	[K] 0.36125	0.1842375	0.1770125	0.000000

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92-198	USA WYW-127749	10/16/92	11/1/97	T29N R108W Sec 15: NW/4, SE/4 Sec 22: NW/4, SE/4 Sec 25: NW/4, SE/4	0.18000	0.09180	0.08820	0.000000
92-200	USA WYW-127853	11/4/92	12/1/02	T27N R107W Sec 6: Lots 1,2,6,7, S/2NE/4, E/2SW/4, T27N R108W Sec 1: Lots 1,2, SW/4, S/2NE/4 Sec 12: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T27N R107W Sec 6: Lots 3,4,5, SE/4NW/4, SE/4 Sec 7: Lots 1,2, E/2NW/4 T27N R108W Sec 1: Lots 3,4, S/2NW/4, SE/4 Sec 12: NW/4, SE/4	0.18000	0.09180	0.08820	0.000000
92-202	USA WYW-127854	11/4/92	12/1/02	T27N R107W Sec 19: Lots 3,4, NE/4, E/2SW/4 Sec 20: NE/4, SW/4 Sec 21: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
				T27N R107W Sec 19: Lots 1,2, E/2NW/4, SE/4 Sec 20: NW/4, SE/4 Sec 21: NW/4, SE/4	0.18000	0.09180	0.08820	0.000000

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91-363	ST WY 92-00412	12/2/92	9/1/99	T28N R108W Sec 36: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
115-78	ST WY 92-00365	6/2/90	HBP	T29N R108W Sec 36: All	[C] 0.36125	0.1842375	0.1770125	0.000000
92-12	USA WYW-128703	2/26/93	3/1/03	T29N R108W Sec 10: NE/4, SW/4 Sec 14: NE/4, N/2SW/4 T29N R108W Sec 10: NW/4, SE/4 Sec 14: NW/4, SE/4	[A] 0.36125 0.18000	0.1842375 0.09180	0.1770125 0.08820	0.000000 0.000000
92-273	ST WY 93-00109	4/2/93	HBP Corona Unit	T29N R109W Sec 16: NW/4, SE/4	0.36125	0.1842375	0.1770125	0.000000
92-275	ST WY 93-00114	4/2/93	4/2/98	T30N R110W Sec 36: NW/4, SE/4	0.36125	0.1842375	0.1770125	0.000000
93-321	USA WYW-130232	8/27/93	9/1/03 Corona Unit	T28N R109W Sec 11: NW/4, SE/4 T28N R109W Sec 11: NE/4, SW/4	[A] 0.36125 0.18000	0.1842375 0.09180	0.1770125 0.08820	0.000000 0.000000
111-73	USA WYW-122309	11/1/90	11/1/00	T28N R108W Sec 32: NW/4, SE/4	[H] 0.180011	.091806	0.088205	0.000000

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111-73	USA WYW-122309	11/1/90	11/1/00	T28N R108W Sec 32: NE/4, SW/4	[H] 0.36125	0.1842375	0.1770125	0.000000
92-407	USA WYW-128039	12/22/92	1/1/03 Corona Unit	T28N R109W Sec 10: NW/4, SE/4 Sec 14: NW/4, SE/4	[L] 0.36125	0.1842375	0.1770125	0.000000
94-461	USA WYW-130730	11/1/93	12/1/03 Corona Unit	T28N R109W Sec 2: Lots 1,2, S/2SE/4 Sec 3: Lots 1,2, S/2SE/4 T29N R109W Sec 34: N/2NW/4, SE/4 T28N R109W Sec 2: Lots 3,4, S/2SW/4 Sec 3: Lots 3,4, S/2SW/4 T29N R109W Sec 34:SW/4	[M] 0.36125 0.18000	0.1842375 0.09180	0.1770125 0.08820	0.000000 0.000000
96-5	ST WY 93-00554	12/2/93	12/2/98 Scarlet Unit	T28N R109W Sec 36: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
96-295	USA WYW-127856	11/4/92	12/1/02	T28N R107W Sec 23: E/2SE/4 Sec 26: E/2NE/4	0.36125	0.1842375	0.1770125	0.000000

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96-554	USA WYW-114848	1/25/89	HBU Scarlet Unit	T27N R109W Sec 11: NW/4NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
115-84	USA WYW-115608	3/21/89	HBU Scarlet Unit	T27N R108W Sec 6: Lots 1,2,6,7, S/2NE/4, E/2SW/4	0.36125	0.1842375	0.1770125	0.000000
97-459	USA WYW-133071	8/1/94	8/1/04 Corona Unit	T28N R109W Sec 4: Lot 1, SW/4SE/4 Sec 9: NW/4, SE/4	0.36125	0.1842375	0.1770125	0.000000
97-460	USA WYW-133072	8/1/94	8/1/04 Corona Unit	T29N R109W Sec 2: SE/4	0.36125	0.1842375	0.1770125	0.000000
97-461	USA WYW-133073	8/1/94	8/1/04 Corona Unit	T29N R109W Sec 34: S/2NW/4	0.36125	0.1842375	0.1770125	0.000000
88-471	USA WYW-134684 (segregated out of WYW-126676)	4/20/92 Cabrito Unit	HBP	T29N R107W Sec 32: NE/4, SW/4 T29N R107W Sec 32: NW4, SE/4	[A] 0.36125 0.18000	0.1842375 0.091800	0.1770125 0.088200	0.000000 0.000000
105-549	USA WYW-102717	11/18/86	HBP Cabrito Unit	T29N R107W Sec 30: Lots 3, 4, E/2SW/4, NE/4 Sec 31: Lots 3,4, E/2SW/4, NE/4	[D] 0.36125	0.1842375	0.1770125	0.000000

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96-560	USA WYW-121398	9/1/90	HBP Corona Unit	T29N R109W Sec 12: SE/4	0.36125	0.1842375	0.1770125	0.000000
115-161	USA WYW-118162	11/6/89	HBP Corona Unit	T29N R109W Sec 3: SE/4 Sec 7: Lots 1,2, SE/4, E/2NW/4 Sec 11: NW/4, SE/4 Sec 17: NW/4, SE/4	0.36125	0.1842375	0.1770125	0.000000
111-78	USA WYW-124622	7/1/91	7/1/01 Corona Unit	T29N R109W Sec 3: Lots 3,4, S/2NW/4 Sec 4: Lots 3,4, S/2NW/4, SE/4 Sec 5: Lots 3,4, S/2NW/4, SE/4 T30N R109W Sec 33: S/2SE/4	0.36125	0.1842375	0.1770125	0.000000
111-83	USA WYW-127204	7/9/92 Corona Unit	8/1/02	T28N R109W Sec 4: Lot 2, SE/4SE/4	0.36125	0.1842375	0.1770125	0.000000
81-454	USA WYW-111556	6/1/88	HBP Cabrito Unit	T29N R107W Sec 20: SW/4SW/4	0.080188	0.040896	0.039292	0.000000
94-461	USA WYW-141883 (Segregated from WYW-130730)	11/1/93	HBP	T28N R109W Sec 13: All	N 0.36125	0.1842375	0.1770125	0.000000

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88-744	USA WYW-141755 (Segregated out of WYW-127193)	6/30/92	7/1/02	T29N R107W Sec 34: W/2SW/4	[A] 0.36125	0.1842375	0.1770125	0.000000
94-461	USA WYW-141883 (Segregated from WYO-130730)	11/1/93	HBP	T28N R109W Sec 12: All	[M] 0.36125	0.1842375	0.1770125	0.000000
88-371	USA WYW-141878 (Segregated from WYW-125948)	12/18/91	HBP Corona Unit	T29N R108W Sec 18: Lots 1,2, E/2NW/4, SE/4 T29N R108W Sec 18: Lots 3,4, E/2SW/4, NE/4	[A] 0.36125 0.18000	0.1842375 0.09180	0.1770125 0.08820	0.000000 0.000000
WY 105-566	USA WYW-141879 (Segregated from WYW-125949)	12/18/91	HBP	T29N R108W Sec 29: All	[O] 0.36125	0.1842375	0.1770125	0.000000
88-452	USA WYW-141880 (Segregated from WYW-126100)	12/31/91	1/1/02	T29N R108W Sec 6: Lots 3,4,5, SE/4NW/4, SE/4	[A] 0.36125	0.1842375	0.1770125	0.000000
92-407	USA WYW-141881 (Segregated out of WYW-128039)	12/22/92	1/1/03	T28N R109W Sec 24: All Sec 25: NE/4, SW/4	[P] 0.36125	0.1842375	0.1770125	0.000000
97-461	USA WYW-141884 (Segregated out of WYW-133073)	8/1/94	8/1/04	T29N R109W Sec 19: Lot 2, NE/4NW/4, NE/4SE/4, SW/4SE/4	0.36125	0.1842375	0.1770125	0.000000

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88-403	USA WYW-141885 (Segregated out of WYW-138524)	3/4/96	4/1/06	T29N R109W Sec 18: Lots 1, 2, SE/4, E/2NW/4	0.240833	0.122825	0.118008	0.000000
93-321	USA WYW-141882 (Segregated out of WYW-130232)	8/27/93	9/1/03	T28N R109W Sec 1: Lots 1,2, S/2SE/4	^ 0.36125	0.1842375	0.1770125	0.000000
115-88	USA WYW-141998 (Segregated out of WYW-107206)	10/1/87	4/12/01	T28N R108W Sec 12: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
88-735	USA WYW-142001 (Segregated out of WYW-127190)	7/1/92	7/1/02	T27N R107W Sec 23: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
88-369	USA WYW-142000 (Segregated out of WYW-125947)	12/18/91	4/12/01	T28N R108W Sec 29: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
84-580	USA WYW-141999 (Segregated out of WYW-118153)	11/3/89	4/12/01	T28N R108W Sec 33: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
92-198	USA WYW-141756 (Segregated out of WYW-127749)	11/1/92	11/1/97 Cabrito Unit	T29N R108W Sec 25: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
92-198	USA WYW-141756 (Segregated out of WYW-127749)	11/1/92	11/1/97 Cabrito Unit	T28N R108W Sec 25: SE/4NE/4NE/4, NE/4SE/4NE/4 (20 acres) *(Part of PA "A" = 20 acres/70.80 acres)	0.102048	0.052044	0.050004	0.000000
88-470	USA WYW-144998 (Segregated out of WYW-126677)	4/20/92	12/1/99	T29N R108W Sec 11: SW/4NW/4, SW/4, SW/4SE/4	0.36125	0.1842375	0.1770125	0.000000
				T29N R108W Sec 3: SW/4NW/4, SW/4, SW/4SE/4	0.18000	0.09180	0.08820	0.000000
81–86	USA WYW-147792 (Segregated from WYW-57521)	1/25/77	6/5/00	T28N R108W Sec 2: Lots 1, 2,3,4,S/2S/2 Sec 11: All	0.36125	0.1842375	0.1770125	0.000000
88-455	USA WYW-147795 (Segregated from WYW-126473)	2/26/92	3/1/02 Scarlet Unit	T27N R108W Sec 5: Lots 1,2, S/2NE/4, SW/4 Sec 8: NE/4, SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
88-367	USA WYW-147794 (Segregated from WYW-125946)	12/18/91	4/12/01	T28N R108W Sec 17: All	^ 0.36125	0.1842375	0.1770125	0.000000
88-738	USA WYW-147797 (Segregated from WYW-127191)	7/1/92	7/1/02	T28N R107W Sec 5: SW/4 Sec 17: NE/4, SW/4 Sec 33: SW/4	^ 0.36125	0.1842375	0.1770125	0.000000

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 18, 2001, by and between Dianne E. Greene as Assignor and Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC as Assignees

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
92-200	USA WYW-147798 (Segregated from WYW-127853)	11/4/92	12/1/02	T27N R107W Sec 7: Lots 3,4, E/2SW/4	^ 0.36125	0.1842375	0.1770125	0.000000
88-732	USA WYW-147796 (Segregated from WYW-127189)	7/1/92	7/1/02	T27N R107W Sec 4: Lots 1, 2, S/2NE/4, SW/4 Sec 7: NE/4 Sec 8: NE/4 Sec 17: SW/4, SW/4NE/4	^ 0.36125	0.1842375	0.1770125	0.000000
12-144	USA WYW-015314	6/1/52	HBP	T30N R108W Sec 9: S/2 Sec 10: S/2 Sec 14: SW/4 Sec 15: All	^ 0.059375	0.030281	0.029094	0.000000
11-247	USA WYW-015316	6/1/52	HBP	T30N R108W Sec 4: Lots 3,4, S/2NW/4, S/2 Sec 9: N/2 Sec 10: NW/4 T31N R108W Sec 29: SE/4 Sec 32: E/2 Sec 33: SW/4	^ 0.059375	0.030281	0.029094	0.000000
12-43	USA WYW-016161	7/1/52	HBP	T30N R108W Sec 14: NE/4NW/4, S/2NW/4	^ 0.059375	0.030281	0.029094	0.000000
12-36	USA WYW-016162	6/1/52	HBP	T30N R108W Sec 11: SW/4	^ 0.059375	0.030281	0.029094	0.000000

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EXHIBIT "A"

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
12-226	USA WYW-018039	10/1/52	HBP	T30N R108W Sec 14: NW/4NW/4	ᵠ 0.059375	0.030281	0.029094	0.000000
12-251	USA WYW-026025	4/1/50	HBP	T31N R109W Sec 14: SW/4, S/2NW/4 Sec 23: E/2 Sec 24: W/2SW/4	ᵠ 0.059375	0.030281	0.029094	0.000000
12-246	USA WYW-026026	4/1/50	HBP	T31N R109W Sec 11: Lot 1 (28.93 acres) Sec 12: Lot 9 (22.02 acres) 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	ᵠ 0.059375	0.030281	0.029094	0.000000
12-113	USA WYW-06269	6/1/51	HBP	T31N R109W Sec 13: All Sec 14: E/2 Sec 24: N/2, SE/4, E/2SW/4 Sec 25: All	ᵠ 0.059375	0.030281	0.029094	0.000000

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EXHIBIT "A"

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
12-106	USA WYW-06270	6/1/51	HBP	T31N R109W Sec 2: Lot 3,4, S/2NW/4, S/2 Sec 3: Lot 1,2,3,4, S/2N/2, S/2 Sec 10: NE/4, NW/4SE/4 Sec 11: N/2NW/4 Sec 12: Lots 8(41.42) , 10(36.86), SE/4SW/4	? 0.059375	0.030281	0.029094	0.000000
12-127	USA WYW-06286	6/1/51	HBP	T32N R109W Sec 27: S/2 Sec 28: SE/4 Sec 33: E/2 Sec 34: All Sec 35: SW/4	? 0.059375	0.030281	0.029094	0.000000
88-447	ST WY 92-00198	4/2/92	HBP	T30N R108W Sec 36: NE/4, SW/4	? 0.36125	0.1842375	0.1770125	0.000000
97-519	USA WYW-131987	3/2/94	4/1/04	T30N R107W Sec 15: NE/4, SW/4 Sec 22: NE/4, SW/4 Sec 27: NE/4, SW/4	? 0.36125	0.1842375	0.1770125	0.000000
97-458	USA WYW-133052	8/1/94	8/1/04	T30N R107W Sec 17: SW/4 Sec 28: NE/4, SW/4 Sec 34: SW/4	? 0.36125	0.1842375	0.1770125	0.000000

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
88-717	USA WYW-141753 (Segregated out of lease WYW-120908)	7/13/90	extended thru 7/31/02	T29N R107W Sec 10: SW/4 Sec 15: NE/4, SW/4 Sec 21: NE/4, SW/4 Sec 22: NE/4, SW/4 Sec 23: NE/4, SW/4 Sec 27: NE/4, SW/4	[9] 0.36125	0.1842375	0.1770125	0.000000
11-231	USA WYW-144994 (Segregated from WYW-06933)	7/1/51	HBP	T30N R108W Sec 5: Lots 1,2,3,4, S/2N/2, S/2 Sec 8: N/2 T31N R108W Sec 30: E/2 Sec 32: W/2	[9] 0.059375	0.030281	0.029094	0.000000
11-238	USA WYW-144996 (Segregated from WYW-06934)	7/1/51	HBP	T30N R108W Sec 6: Lots 1(38.71), 2(39.13), S/2NE/4 T31N R108W Sec 29: W/2 Sec 31: E/2	[9] 0.059375	0.030281	0.029094	0.000000

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description	Owned % of 8/8ths	Conveyed % of 8/8ths to Greene Family O&G Limited Partnership	Conveyed % of 8/8ths Dianne's Oil & Gas LLC	Retained of 8/8ths
97-457	USA WYW-150655 (Segregated out of WYW-133051)	7/12/94	8/1/04	T29N R107W Sec 4: Lots 1,2, S/2NE/4, SW/4 Sec 5: Lots 1,2, S/2NE/4, SW/4 Sec 6: Lots 1,2,6, S/2NE/4, SW/4 Sec 10: SW/4NW/4 T30N R107W Sec 33: NE/4, SW/4	0.36125	0.1842375	0.1770125	0.000000
12-151	USA WYW-144993 (Segregated from WYW-06283)	6/1/51	HBP	T31N R108W Sec 19: Lots 3,4, E/2SW/4 Sec 30: Lots 1,2,3,4, E/2W/2 Sec 31: Lots 1,2,3,4, E/2W/2	? 0.059375	0.030281	0.029094	0.000000
96-426	ST WY 94-00148	4/2/94	4/2/01	T29N R107W Sec 16: NE/4, SW/4	? 0.36125	0.1842375	0.1770125	0.000000
94-428	ST WY 94-00149	4/2/94	2/4/01	T29N R107W Sec 36: All	? 0.36125	0.1842375	0.1770125	0.000000
96-424	ST WY 94-00147	4/2/94	2/4/01	T29N R107W Sec 13: SW/4SW/4	? 0.36125	0.1842375	0.1770125	0.000000
97-521	USA WYW-118148	11/8/89	11/30/01	T30N R107W Sec 20: E/2NE/4 Sec 29: NE/4, SW/4 Sec 30: E/2NE/4 Sec 31: Lots 3,4,E/2SW/4, NE/4 Sec 32: NE/4, SW/4	? 0.36125	0.1842375	0.1770125	0.000000

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115-15	USA WYW-124703	4/22/91	4/30/01	T30N R109W Sec 1: Lots 3,4, S/2NW/4, SE/4 Sec 2: Lots 3,4, S/2NW/4, SE/4 T31N R109W Sec 28: NE/4, N/2SE/4, SE/4SE/4 Sec 35: SE/4	0.25087 0.2375	0.127944 0.121125	0.122926 0.116375	0.000000 0.000000
114-724	USA WYW-128704	2/26/93	3/1/03	T31N R109W Sec 28: Lots 1,2,3, M&G Bed of New Fork River Ripar, M&B to Lots 1,2,3 Sec 29: M&B Bed of New Fork River Ripar, M&B to Lots 3,4,7	0.2375	0.121125	0.116375	0.000000
114-717	USA WYW-116264	4/5/89	5/1/01	T32N R109W Sec 7: Lots 3,4,9,10 T32N R110W Sec 1: Lots 1,2,3,4, S/2 Sec 12: All Sec 13: All Sec 24: E/2, E/2W/2	0.2375	0.121125	0.116375	0.000000

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115-9	USA WYW 116265	5/4/89	5/1/01	T32N R109W Sec 29: W/2	0.2375	0.121125	0.116375	0.000000
				T32N R109W Sec 25: All Sec 26: All Sec 27: NE/4	0.209792	0.106994	0.102798	0.000000
115-1	USA WYW-118165	11/6/89	12/1/99	T31N R109W Sec 4: Lots 3,4, S/2NW/4, SW/4 Sec 5: Lots 1,2 SE/4NE/4, SE/4 Sec 9: W/2 T32N R109W Sec 28: W/2 Sec 29: E/2 Sec 32: All Sec 33: W/2	0.209792	0.106994	0.102798	0.000000
	USA WYW-137342	8/21/95	9/1/05	T29N R107W Sec 1: Lots 1,2,3,4, S/2N/2, S/2 Sec 2: Lots 1,2,3,4, S/2N/2, S/2 Sec 3: Lots 1,2, S/2NE/4, SE/4 Sec 10: NE/4, SE/4NW/4	0.010034	0.005117	0.004917	0.000000
88-470	USA WYW-141754 (Segregated out of WYW-126677)	4/20/92	9/25/98	T30N R108W Sec 33: SW/4NW/4, SW/4, SW/4SE/4	[9] 0.36125	0.1842375	0.1770125	0.000000

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EXHIBIT "A"

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	USA WYW-142261	8/1/97	8/1/07	T29N R107W Sec 7: N/2NE/4 Sec 8: NW/4 Sec 9: N/2N/2 Sec 10: N/2NW/4	0.085345	0.043526	0.041819	0.000000
88-470	USA WYW-135470 (Segregated out of WYW-126772)	4/22/92	4/30/02	T30N R109W Sec 13: NE/4NW/4	[Q] 0.361123	0.184173	0.176950	0.000000
88-470	USA WYW-126772	4/22/92	4/30/02	T30N R109W Sec 3: Lot 2, SW/4NE/4	[Q] 0.361123	0.184173	0.176950	0.000000
				T30N R109W Sec 3: Lot 3, N/2SE/4	0.36125	0.1842375	0.1770125	0.000000

(641)

[A] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 289 of the records of Sublette County, Wyoming.

[B] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 129 of the records of Sublette County, Wyoming.

[C] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 203 of the records of Sublette County, Wyoming.

[D] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 547 of the records of Sublette County, Wyoming.

[E] Deleted

[F] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.

[G] Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 38 of the records of Sublette County, Wyoming.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective December 18, 2001, by and between Dianne E. Greene as Assignor and Greene Family Oil & Gas Limited Partnership and Dianne's Oil & Gas LLC as Assignees

H Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 32, Township 28 North, Range 108 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

I Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 94 of the records of Sublette County, Wyoming.

J Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 580 of the records of Sublette County, Wyoming.

K Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 673 of the records of Sublette County, Wyoming.

L Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 1 of the records of Sublette County, Wyoming.

M Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 168 of the records of Sublette County, Wyoming.

N Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 629 of the records of Sublette County, Wyoming.

O Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 245 of the records of Sublette County, Wyoming.

P Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 25, Township 28 North, Range 109 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

Q Subject to Amendment of Assignment of Overriding Royalty Interest recorded August 16, 2001 in Book 115 of Oil & Gas at page 682 among McMurry Oil Company et al as "Producers" and Anita Ealum et al as "Overriding Royalty Owners."

* The interests conveyed here are subject to the following Federal Units:

Corona Unit dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33: T29N-R108W - All of Section 7, 18, 19, 30, 31; T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2,3,4, 9, 10, 11,14
Cabrito Unit dated September 25, 1996, Serial No. WYW-138889X, covers T29N-R107W - All of Section 17, 18, 19, 20, 28-30, 31-33; and T29N-R108W - Section 13, 24, 25
Scarlet Unit dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32; T27N-R109W - All of Section 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.
Warbonnet Unit dated October 6, 1997, 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/2NW/4NW/4 & S/2SW/4 Section 25; and T30N-R109W - All of Section 11-14, 23-26, 35-36.

** The interests conveyed here are subject to that certain Amendment of Overriding Royalty Interest dated effective June 1, 2000 and recorded August 16, 2000 in Book 115 of Oil & Gas at page 694 of the records of Sublette County, Wyoming and that certain Amendment of Assignment of Overriding Royalty Interest recorded August 16, 2000 in Book 115 of Oil & Gas at page 682 of the records of Sublette County, Wyoming among McMurry Oil Company et al., as "Producers" and Anita Ealum et al., as "Overriding Royalty Owners".

J:\Thompson\Greene Dwight & Dianne\Exhibit A to Mass Assignment.wpd

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT Dianne E. Greene of 3023 Intracoastal View Drive, Mt. Pleasant, South Carolina 29466 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, ALL of Assignor's right, title and interest in and to any overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced and saved and marketed from or attributable to lands set out in and covered by the oil and gas lease(s) described in Exhibit A attached hereto and made a part hereof, and any segregations, extensions or renewals thereto, unto the following parties in the amounts shown:

ASSIGNEE	PERCENT
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership 5905 Green Meadows Drive Cheyenne, WY 82001	51%
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company 3023 Intracoastal View Drive Mt. Pleasant, S.C. 29466	49%

288387

RECORDED Jan 18 2002 4:00 p
IN BOOK 125 Q+G PAGE 643
FEES $ 42.50 M
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WY

The interests conveyed herein are the same interests conveyed to Assignor in that certain Assignment of Overriding Interest from McMurry Oil Company to John W. Martin, et al, dated as of November 30, 1992 and recorded in the records of Sublette County, Wyoming on January 6, 1993 in Book 91 of Oil and Gas at page 371 which assignment was amended by Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000 and recorded in the records of Sublette County, Wyoming on August 16, 2000 in Book 115 of Oil and Gas at page 694. All of the interests conveyed herein are conveyed subject to the terms of said assignment and amendment thereof.

THIS Assignment is made without warranty of title, express or implied, as of this 18th day of December, 2001.

By: Dianne E Greene
Dianne E. Greene

STATE OF Sc)
) ss.
COUNTY OF Berkeley)

SUBSCRIBED AND SWORN TO before me by Dianne E. Greene, individually, on this 18th day of December, 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 5-12-06

Notary Public

J:\Thompson\Greene Dwight & Dianne\B_Assignment of Overriding Royalty Interest.wpd

STATEMENT OF ASSIGNEES TO ACCOMPANY
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN UNITED STATES OF AMERICA
OIL AND GAS LEASE NOS. W-026026, W-026025, W-06269,
W-06270, W-06286, W-06283, W-144993, W-015314, W015316, W-016155,
W-016158, W-016161, W-016162, W-06934, W-06933, W-018039

EACH OF THE UNDERSIGNED ASSIGNEES 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; (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 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 assignment of an interest in an oil and gas lease, or 51,200 acres in any one State if this is an assignment of an interest in 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.

EACH OF THE UNDERSIGNED ASSIGNEES certifies further that the statements herein are true, complete and correct to the best of the undersigned's knowledge and belief and are made in good faith.

EXECUTED this 4TH day of January, ~~2001~~ 2002.

Assignee's Signature

GREENE FAMILY OIL & GAS
LIMITED PARTNERSHIP

By: John D. Greene
John D. Greene, General Partner
5905 Green Meadows Drive
Cheyenne, Wyoming 82001

Assignee's Address

DIANNE'S OIL & GAS LLC

By: Dianne E. Greene
Dianne E. Greene, Manager
3023 Intracoastal View Drive
Mt. Pleasant, S.C. 29466

STATE OF Wyoming)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 4th day of January, 2002 by John D. Greene as General Partner of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership.

My Commission Expires July 16, 2003

SUSAN LEWIS – NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 16, 2003

Susan Lewis
Notary Public
Name: Susan Lewis
Address 408 W 28th St
Cheyenne, WY

STATE OF SC)
COUNTY OF Berkeley)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by Dianne E. Greene as Manager of Dianne's Oil & Gas LLC a Wyoming flexible limited liability company.

My Commission Expires 5-12-06

Vickie L. Walling
Notary Public
Name: Vickie L. Walling
Address 317 Hwy 52 N
Moncks Corner SC

J:\Thompson\Greene Dwight & Dianne\Statement of Assignees.wpd

EXHIBIT "A"

FEDERAL LEASE NO: W-026026
LESSOR: U.S.A.
LESSEE: Elizabeth Rawson
DATE OF LEASE: April 1, 1950
RECORDING DATA: Book 12, Page 246
DESCRIPTION: Township 31 North, Range 109 West
Section 12: Lot 5; All of the bed of the New Fork River between mean higher water and medial lines thereto in front of and appurtenant to Lots 5, 6, 7 of Section 12, and Lots 7 and 8 of Section 15, containing 121.95 acres, more or less.
Sublette County, Wyoming

FEDERAL LEASE NO: W-026025
LESSOR: U.S.A.
LESSEE: Griselda M. Bennett
DATE OF LEASE: April 1, 1950
RECORDING DATA: Book 12, Page 251
DESCRIPTION: Township 31 North, Range 109 West
Section15: Lots 7, 8, E/2SW/4, SE/4; Section 22: NW/4, E/2; Section 23: W/2; Section 26: All; Section 27: E/2NE/4; Section 35: N/2NE/4, containing 1,897.34 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-06269
LESSOR: U.S.A.
LESSEE: Donald B. Anderson
DATE OF LEASE: June 1, 1951
RECORDING DATA: Book 12, Page 113
DESCRIPTION: Township 31 North, Range 109 West
Section 35: W/2, S/2NE/4, containing 400 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-06270
LESSOR: U.S.A.
LESSEE: Donald B. Anderson
DATE OF LEASE: April 24, 1951
RECORDING DATA: Book 12, Page 106
DESCRIPTION: Township 31 North, Range 109 West
Section 1: Lots 1,2,3,4, S/2NW/4, NW/4SW/4; Section 2: Lots 1,2, S/2NE/4; Section 9: S/2SE/4; Section 10: W/2; Section 12: Lots 6,7, S/2SE/4, NE/4SE/4, containing 1,021.35 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-06286
LESSOR: U.S.A.
LESSEE: Donald B. Anderson
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 127
DESCRIPTION: Township 32 North, Range 109 West
Section 27: NW/4; Section 28: NE/4; Section 35: N/2, SE/4, containing 800 acres, more or less
Sublette County, Wyoming

[redacted] [redacted] [redacted]

FEDERAL LEASE NO: W-06283
LESSOR: U.S.A.
LESSEE: Floyd H. Schroeder
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 151
DESCRIPTION: Township 30 North, Range 108 West
Section 6: W/2 (being Lots 3-7, E/2SW/4, SE/4NW/4);
Section 7: NW/4 (being Lots 1,2, E/2NW/4), containing 377.86 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-144993 (segregated our of W-06283)
LESSOR: U.S.A.
LESSEE: Floyd H. Schroeder
DATE OF LEASE: April 25, 1951
RECORDING DATA: Book 12, Page 151
DESCRIPTION: Township 31 North, Range 108 West
Section 19: Lots 1, 2, E/2NW/4, containing 120.76 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-015314
LESSOR: U.S.A.
LESSEE: Edwin L. Guenzel
DATE OF LEASE: June 1, 1952
RECORDING DATA: Book 12, Page 144
DESCRIPTION: Township 30 North, Range 108 West
Section 8: S/2; Section 10: NE/4; Section 17: N/2; Section 22: NE/4, Section 23: NW/4, containing 1,120 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-015316
LESSOR: U.S.A.
LESSEE: Fred M. Manning, Jr.
DATE OF LEASE: May 6, 1952
RECORDING DATA: Book 12, Page 179
DESCRIPTION: Township 30 North, Range 108 West
Section 3: SW/4; Section 4: NE/4

Township 31 North, Range 108 West
Section 29: NE/4: Section 33: NW/4, containing 630.32 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-016155
LESSOR: U.S.A.
LESSEE: Robert O. Anderson
DATE OF LEASE: July 1, 1952
RECORDING DATA: Book 12, Page 205
DESCRIPTION: Township 30 North, Range 107 West
Section 7: W/2SE/4; Section 18: All; Section 19: All; Section 20: W/2, W/2E/2, E/2SE/4; Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, containing 2,318.40 acres, more or less
Sublette County, Wyoming

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FEDERAL LEASE NO: W-016158
LESSOR: U.S.A.
LESSEE: Phil D. Helmig
DATE OF LEASE: July 1, 1952
RECORDING DATA: Book 12, Page 29
DESCRIPTION: Township 30 North, Range 108 West
Section 7: Lots 1, 2, 3, 4, E/2W/2

Township 30 North, Range 108 West
Section 25: All; Section 26: All; Section 34: NE/4, N/2SE/4, N/2NW/4; Section 35: N/2, N/2S/2, S/2SE/4, containing 2,475.20 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-016161
LESSOR: U.S.A.
LESSEE: Phil D. Helmig
DATE OF LEASE: July 1, 1952
RECORDING DATA: Book 12, Page 43
DESCRIPTION: Township 30 North, Range 108 West
Section 11: E/2E/2; Section 12: All; Section 13: All; Section 14: NE/4, N/2SE/4, SE/4SE/4; Section 24: All, containing 2,360 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-016162
LESSOR: U.S.A.
LESSEE: Phil D. Helmig
DATE OF LEASE: July 1, 1952
RECORDING DATA: Book 12, Page 36
DESCRIPTION: Township 30 North, Range 108 West
Section 1: Lots 2,3,4, SW/4NE/4, S/2NW/4, S/2; Section 2: All; Section 3: Lots 1,2,3,4, S/2N/2, N/2SE/4, SE/4SE/4; Section 11: W/2E/2, NW/4; Section 27: E/2, E/2W/2, containing 2,352.17 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-06934
LESSOR: U.S.A.
LESSEE: R.A. Trombley
DATE OF LEASE: July 1, 1951
RECORDING DATA: Book 12, Page 200
DESCRIPTION: Township 30 North, Range 108 West
Section 6: SE/4; Section 7: S/2
Sublette County, Wyoming

Township 31 North, Range 108 West
Section 19: E/2
Sublette County, Wyoming

Township 30 North, Range 109 West
Section 11: SE/4; Section 12: S/2, containing 1,248.1 acres, more or less
Sublette County, Wyoming

[redacted] [redacted] [redacted]

FEDERAL LEASE NO: W-06933
LESSOR: U.S.A.
LESSEE: S.J. Jelso
DATE OF LEASE: July 1, 1951
RECORDING DATA: Book 12, Page 231
DESCRIPTION: Township 31 North, Range 108 West
Section 17: SW/4; Section 18: E/2; Section 20: W/2
Sublette County, Wyoming

Township 30 North, Range 108 West
Section 7: NE/4, containing 960 acres, more or less
Sublette County, Wyoming

FEDERAL LEASE NO: W-018039
LESSOR: U.S.A.
LESSEE: Morris Kline
DATE OF LEASE: October 1, 1952
RECORDING DATA: Book 12, Page 226
DESCRIPTION: Township 30 North, Range 108 West
Section 3: SW/4SE/4; Section 14: SW/4SE/4; Section 17: SE/4SE/4;
Section 18: NE/4NE/4; Section 22: NE/4SW/4; Section 23: SW/4NE/4

Township 31 North, Range 108 West
Section 33: NW/4NE/4, SW/4SE/4, containing 320 acres, more or less
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR
as said leases cover the above
described lands.

649

Mason Prospect
5508-000
Sublette Co. WY

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-134460

Lease Effective Date
(Anniversary Date)
November 1, 1994

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc.
600 Seventeenth Street, Suite 1100N
Denver, Colorado 80202

EOG RESOURCES, INC

*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:

a Land Description	Percent of Interest: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f Previously reserved or conveyed
Township 31 North, Range 113 West, 6th P.M. Section 30: S2NE; SE Containing 240.00 acres, more or less Sublette County, Wyoming	16.67%	16.67%	None	None	Of Record

288402

RECORDED Jan. 22 2002 11:40a.M
IN BOOK 120 016 PAGE 649
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scarton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective _____

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

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

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 10th day of December, 2001 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
Notary Public, State of Texas
My Commission Expires
October 17, 2005

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 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 7th day of December, 2001

Name of Assignor as shown on current lease: Seneca Resources Corporation
Please type or print

Assignor or Attorney-in-fact: John F. McKnight
Vice President, Land and Legal
(Signature)

1201 Louisiana, Suite 400
(Assignor's Address)

Houston Texas 77002
(City) (State) (Zip Code)

Executed this 17th day of December, 2001

Assignee or Attorney-in-fact: EOG RESOURCES, INC.
J. Michael Schween
Agent and Attorney-in-Fact
(Signature)

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

On this 17th day of December, 2001, before me, Carolyn S. Baughman, a Notary Public, personally appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Carolyn S. Baughman, Notary Public
600 17th St., Suite 1100
Denver, CO 80204

My Commission Expires: July 9, 2005

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto EOG Resources, Inc., 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202, hereinafter referred to as "Assignee," all of its right, title and interest (being an undivided 33.33%) in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

IN WITNESS WHEREOF, this instrument is executed this 7th day of December, 2001, but effective December 1, 2001.

Jeanette Rossi

Mary Anne Pitts

ASSIGNOR:

Seneca Resources Corporation

By: _____
John P. McKnight
Vice President, Land and Legal

ASSIGNEE:

EOG Resources, Inc.

By: _____
Title: J. Michael Schween
Agent and Attorney-in-Fact

288403

RECORDED Jan 22 2002 11:40AM
IN BOOK 120 O+G PAGE 652
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, came and appeared JOHN F. McKNIGHT, as Vice President, Land and Legal of SENECA RESOURCES CORPORATION, a Pennsylvania Corporation, known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 14th day of December, 2001.

JOY TRAPOLINO NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2005

Notary Public in and for the
State of Texas

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, came and appeared J. Michael Schween, as Agent and Attorney-in-Fact of EOG Resources, Inc., known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 7th day of December, 2001.

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Notary Public in and for the
State of Texas

My Commission Expires: July 9, 2005

Meadow Canyon
Sublette Co. WY

EXHIBIT "A"

**Attached to and made a part of that certain
Assignment of Oil and Gas Leases dated effective December 1, 2001,
by and between Seneca Resources Corporation, Assignor
and Enron Oil & Gas Company, Assignee.**

EOG Lse #	SRC Lse #	Lease Name	Lease Date	Description
0075775/001	00103125A	Fear Family Trust Rock Springs National Bank, Trustee	12/22/97	T32N, R114W, 6TH P.M. SECTION 13: SESW; SWSE SECTION 23: SENE; NESE; W2SE; SESE SECTION 24: W2 SECTION 25: N2NW; SWNW SECTION 26: NE CONTAINING 880.00 acres more or less Sublette County, Wyoming

654

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT Seneca Resources Corporation, a Pennsylvania Corporation, 1201 Louisiana, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignor," for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto EOG Resources, Inc., 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202, hereinafter referred to as "Assignee," all of its right, title and interest (being an undivided 33.33%) in, to and under the oil and gas leases, specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Leases."

This Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.

This Assignment is made without warranty of title, either express or implied, and the terms hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the above described lands and leasehold estate.

IN WITNESS WHEREOF, this instrument is executed this 7th day of December 2001, but effective November 1, 2001.

Joanetta Ross

Mary Anne Pittard

ASSIGNOR:

Seneca Resources Corporation

By: _____
John F. McKnight
Vice President, Land and Legal

ASSIGNEE:

EOG Resources, Inc.

By: _____
Title: J. Michael Schween
Agent and Attorney-in-Fact

288404

RECORDED Dec 22 2002 11:40a M
IN BOOK 120 046 PAGE 655
FEES $ 12.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, came and appeared JOHN F. McKNIGHT, as Vice President, Land and Legal of SENECA RESOURCES CORPORATION, a Pennsylvania Corporation, known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 7th day of December, 2001.

JOY TRAPOLINO NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2005

Notary Public in and for the
State of Texas

STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, came and appeared J. Michael Schween, as Agent and Attorney-in-Fact of EOG Resources, Inc., known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 7th day of December, 2001.

CAROLYN D. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Notary Public in and for the
State of Texas

My Commission Expires: July 9, 2005

Meadow Canyon
Sublette Co. WY

EXHIBIT "A"

**Attached to and made a part of that certain
Assignment of Oil and Gas Leases dated effective November 1, 2001,
by and between Seneca Resources Corporation, Assignor
and Enron Oil & Gas Company, Assignee.**

EOG #	SRC #	Lease Name	Lease Date	Description
0075778/001	00103124A	Fredlund, John et ux	11/12/97	T33N R113W Sect. 22: S2NE; SENW; E2SW; SE Sect. 23: SWNW; W2SW; SESW Sect. 25: NWNW Sect. 26: N2N2; SWNW; NWSW Sect. 27: NE; E2NW; NESE Containing 1080.00 acres more or less Sublette County, Wyoming
0075778/002	00103124B	Marble, Fred	11/12/97	T33N R113W Sect. 22: S2NE; SENW; E2SW; SE Sect. 23: SWNW; W2SW; SESW Sect. 25: NWNW Sect. 26: N2N2; SWNW; NWSW Sect. 27: NE; E2NW; NESE Containing 1080.00 acres more or less Sublette County, Wyoming
0075779/001	00103152A	Mickelson Gordon & Margaret	11/12/97	T32N, R113W, 6TH P.M. SECTION 7: LOTS 1- 3, 7; S2NE; SENW; N2SE SECTION 8: LOTS 3-4; SWNW; S2SW; W2SE SECTION 17: NW SECTION 18: LOTS 1 AND 2 T32N, R114W, 6TH P.M. SECTION 11: LOT 1; S2NE; N2S2; SESW; S2SE SECTION 12: LOT 4; S2SW; SWSE SECTION 13: SENE; N2N2; SWNW T33N, R113W, 6TH P.M. SECTION 31: S2NE; SE SECTION 32: S2N2; S2 SECTION 33: S2N2; S2 SECTION 34: W2 Recorded in Book 106, Page 670 Sublette County, Wyoming

0075779/002	00103152B	Greenwood, Tharon	11/12/97	T32N, R113W, 6TH P.M. SECTION 7: LOTS 1- 3, 7; S2NE; SENW; N2SE SECTION 8: LOTS 3-4; SWNW; S2SW; W2SE SECTION 17: NW SECTION 18: LOTS 1 AND 2 T32N, R114W, 6TH P.M. SECTION 11: LOT 1; S2NE; N2S2; SESW; S2SE SECTION 12: LOT 4; S2SW; SWSE SECTION 13: SENE; N2N2; SWNW T33N, R113W, 6TH P.M. SECTION 31: S2NE; SE SECTION 32: S2N2; S2 SECTION 33: S2N2; S2 SECTION 34: W2 Recorded in Book 106, Page 675 Sublette County, Wyoming
0075779/003	00103152C	Thompson, Robert V.	11/12/97	T32N, R113W, 6TH P.M. SECTION 7: LOTS 1- 3, 7; S2NE; SENW; N2SE SECTION 8: LOTS 3-4; SWNW; S2SW; W2SE SECTION 17: NW SECTION 18: LOTS 1 AND 2 T32N, R114W, 6TH P.M. SECTION 11: LOT 1; S2NE; N2S2; SESW; S2SE SECTION 12: LOT 4; S2SW; SWSE SECTION 13: SENE; N2N2; SWNW T33N, R113W, 6TH P.M. SECTION 31: S2NE; SE SECTION 32: S2N2; S2 SECTION 33: S2N2; S2 SECTION 34: W2 Recorded in Book 106, Page 680 Sublette County, Wyoming
0075794/003	00103151A	Mickelson, Gordon & Margaret	11/12/97	Insofar as lease covers T33N, R113W, 6TH P.M. SECTION 15: W2W2 SECTION 17: E2NE Recorded in Book 107, Page 135 Sublette County, Wyoming

689

Meadow Canyon
75857-000
75859-000
Sublette Co. WY

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

Lease Effective Date
(Anniversary Date)

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc. EOG RESOURCES, INC
   Street 600 Seventeenth Street, Suite 1100N
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
MASS TRANSFER: See attached Exhibit A for description of leases and lands. The interest being assigned hereby applies to each of the described leases and to all of the lands described thereby.	33.33%	33.33%	None	None	Of Record

288405
RECORDED Jan 22 2002 11:40AM
IN BOOK 120 O+G PAGE 659
FEES $ 12.00 In Y County CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Euaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

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 November, 19 2001

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

Assignor or Attorney-in-fact: John F. McKnight
Vice President, Land and Legal
(Signature)

1201 Louisiana, Suite 400
(Assignor's Address)

Houston Texas 77002
(City) (State) (Zip Code)

Executed this 12th day of December, 19 2001

Assignee: EOG RESOURCES, INC.

or Attorney-in-fact: J. Michael Schween
Agent and Attorney-in-Fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 L.S, 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.

6060

EXHIBIT "A"

EOG Lse #	SRC Lse #	Lease Name	Lease Date	Description
0075857/000	00103519	WYW 146482	10/01/98	T31N R113W Sect. 7: Lots 1-4; E2; E2W2 Sect. 18: Lots 1-4; E2; E2W2 Containing 1292.08 Acres, more or less Sublette County, Wyoming
0075859/000	00103526	WYW 146488	10/01/98	T32N R114W Sect. 12: Lots 1-2 S2NE; N2SE; SESE Containing 234.57 Acres, more or less Sublette County, Wyoming

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 12th day of December 2001, personally appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., and that said instrument was signed on behalf of said corporation and said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

July 9, 2005

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Carolyn S. Baughman

Carolyn S. Baughman, Notary Public

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, came and appeared JOHN F. McKNIGHT, as Vice President, Land and Legal of SENECA RESOURCES CORPORATION, a Pennsylvania Corporation, known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 15th day of November, 2001.

MARY ANNE PITTAS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 23, 2005

Mary Anne Pittas

Notary Public in and for the
State of Texas

6063

Meadow Canyon
75885-008
Sublette Co. WY

Effective 11-86
Form ML-2
(Revised 5-00)
Filing Fee - $25.00 - Non-Refundable

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

Return To -
Office of State Lands and Investments
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 98-00598 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at, Seneca Resources Corporation
1201 Louisiana, Suite 400
Houston, Texas 77002

being the owner of 33.33% percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 32 North, Range 113 West, 6th P.M.
Section 36: All
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: EOG Resources, Inc.
600 Seventeenth Street, Suite 1100N
Denver, Colorado 80202

33.33% percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, None

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

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 18, Leasing of Oil and Gas.

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

288406

RECORDED Jan 23 2002 11:40 AM
IN BOOK 120046 PAGE 1063
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

SIGNED AS TO TRANSFER AND ACCEPTANCE this 17th day of December 2001.

ASSIGNOR - Seneca Resources Corporation	Assignee (1) - EOG Resources, Inc.
By -	By -
Title - John F. McKnight Vice President, Land & Legal	Title - J. Michael Schween Agent and Attorney-in-Fact
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, Office of State Lands and Investments, as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

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

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

3)A signed original and one copy of each assignment must be filed with the State of Wyoming, Office of State Lands and Investments.

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

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

5)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 18, Section 10(a).]

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

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

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 10th day of December, 2001 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO
Notary Public, State of Texas
My Commission Expires
October 17, 2005

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

On this 17th day of December, 2001, before me, Carolyn S. Baughman, a Notary Public, personally appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Carolyn S. Baughman, Notary Public
600 17th St., Suite 1100
Denver, CO 80204

My Commission Expires: July 9, 2005

Horse Creek Prospect
75862-000
Sublette Co. WY

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-146486

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

EOG Resources, Inc.
600 Seventeenth Street, Suite 1100N
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:

a Land Description	Percent of Interest: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f Previously reserved or conveyed
Operating Rights as to all depths insofar and only insofar as said lease covers: Township 34 North, Range 113 West, 6th P.M. Section 25: SE/4 Section 35: SE/4 Containing 320.00 acres more or less Sublette, County, Wyoming This Assignment of Operating Rights is subject to the terms and conditions of that certain unrecorded Acquisition, Exploration and Development Agreement dated March 1, 1998, by and between Assignor and Assignee. A separate assignment of the interest has been executed and filed in the records of Sublette County, Wyoming. Said county assignment(s) are the same, and not in addition to the interest assigned hereunder.	33.33%	33.33%	None	None	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.

288402
RECORDED Jan 22 2002 11:40 A M
IN BOOK 120 O+G PAGE 1016
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

1616

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 15th day of November, 19 2001

Name of Transferor Seneca Resources Corporation
(Please type or print)

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

1201 Louisiana, Suite 400
(Transferor's Address)

Houston, (City) Texas (State) 77002 (Zip Code)

Executed this 12th day of December, 19 2001

EOG RESOURCES, INC.

Transferee _____
(Signature)
or
Attorney-in-fact J. Michael Schween
Agent and Attorney-in-Fact

BURDEN HOURS STATEMENT

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 12th day of December 2001, personally appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., and that said instrument was signed on behalf of said corporation and said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

July 9, 2005

Carolyn S. Baughman, Notary Public

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, came and appeared JOHN F. McKNIGHT, as Vice President, Land and Legal of SENECA RESOURCES CORPORATION, a Pennsylvania Corporation, known to me the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 13th day of November, 2001.

MARY ANNE PITTAS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 23, 2005

Mary Anne Pittas
Notary Public in and for the
State of Texas

669

Army Grant, N.
75273-000
75603-000
Sublette Co. WY

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

Lease Effective Date
(Anniversary Date)

New Serial No.

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (43 U.S.C. 1734)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street 600 Seventeenth Street, Suite 1100N
   City, State, ZIP Code Denver, Colorado 80202

EOG RESOURCES, INC

*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
MASS TRANSFER: See attached Exhibit A for description of leases and lands. The interest being assigned hereby applies to each of the described leases and to all of the lands described thereby.	33.33%	33.33%	None	None	Of Record

RECORDED Jan 22 2002 11:40 AM 288408
IN BOOK 120 OT6 PAGE 119
FEES $12.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Scott

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved 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.

[redacted]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 6th day of December, ~~19~~ 2001

Seneca Resources Corporation
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: John F. McKnight
Vice President, Land and Legal
(Signature)

1201 Louisiana, Suite 400
(Assignor's Address)

Houston (City) Texas (State) 77002 (Zip Code)

Executed this 12th day of December, ~~19~~ 2001

EOG RESOURCES, INC.

Assignee or Attorney-in-fact: (Signature)
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 (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"

EOG Lse #	SRC Lse #	Lease Name	Lease Date	Township/Range/Section
0075273/000	00102982	WYW130252	09/01/93	T33N R113W Sect. 1: Lots 1,2,3&4; S2N2, S2 Sect. 2: Lots 1,2,3&4; S2N2, S2 Sect. 3: NESE Sect. 11: N2N2, SENE, S2SW Sect. 12: NW Sect. 14: All Sect. 23: N2N2 Containing 2558.60 Acres, more or less Sublette County, Wyoming
0075603/000	00102962	WYW137245	09/01/95	T32N R112W Sect. 19: Lots 1-4 Sect. 30: Lots 1-4 Sect. 31: Lots 1-4 T32N R113W Sect. 11: Lots 4-7, SESW, S2SE Sect. 12: Lots 5,6, S2S2 Sect. 13: All Sect. 14: All Sect. 23: S2 Containing 2338.52 Acres, more or less Sublette County, Wyoming

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 12th day of December 2001, personally appeared J. Michael Schween, Agent and Attorney-in-Fact for EOG Resources, Inc., and that said instrument was signed on behalf of said corporation and said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

July 9, 2005

Carolyn S. Baughman, Notary Public

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 6th day of December, 2001 by JOHN F. McKNIGHT, the Vice President, Land & Legal of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

JOY TRAPOLINO NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2005

Notary Public in and for the State of Texas

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of March 28, 2001, from Starwood, Inc., a Texas corporation ("Starwood"), P.O. Box 200, Basalt, CO 81621 (hereinafter referred to as "ASSIGNOR") to Shama Zoe Limited Partnership, 7128 S. Poplar Lane, Englewood, CO 80112 ("ASSIGNEE").

WITNESSETH:

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

WHEREAS, ASSIGNOR, desires to assign to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Subject Leases as provided herein, but only to the extent that the Subject Leases cover the lands described on Exhibit "A".

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, set over, transfer, and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title, and interest in and to the Subject Leases, but only to the extent that they cover the lands described on the attached Exhibit "A".

EXCEPTING AND RESERVING to ASSIGNOR, its successors and assigns, an overriding royalty interest equal to the difference, if any, between the total net revenue interest attributable to the working interest in the Subject Leases as of the Effective Date of the Assignment and eighty percent (80%) of all the oil, gas and associated substances produced, saved and marketed from the Subject Leases (the "Overriding Royalty"). The Overriding Royalty shall be inclusive to any overriding royalty interest which was vested prior to the Effective Date of this Assignment. It is the intent of ASSIGNOR to deliver to ASSIGNEE a net revenue interest attributable to the working interest conveyed herein equal to eighty percent (80%) with respect to each of the Subject Leases. Such Overriding Royalty shall be payable on all oil, gas and associated substances produced, saved and marketed from the Subject Leases. The Overriding Royalty may be pooled or unitized in the same manner as permitted by the provisions of the Subject Leases. ASSIGNEE shall have no obligation, express or implied to the Overriding Royalty Owners to explore or develop the Subject Leases. The Overriding Royalty shall survive and encumber any and all extensions, renewals or assignments of the Subject Leases, whether by Assignee or an entity affiliated by organization or contract.

288411

RECORDED Jan 22 2002 1:25 P M
IN BOOK 120 Of6 PAGE 673
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

1. That certain Letter Agreement dated March 28, 2001, by and between ASSIGNOR and ASSIGNEE ("Letter Agreement");

2. The terms and provisions of the Subject Leases including, but not limited to, both landowner's royalty and any overriding royalties existing of record prior to the effective date of the Assignment.

3. This Assignment is made without warranty of title, either express or implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

4. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Leases.

TO HAVE AND HOLD unto the ASSIGNEE, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of March 28, 2001.

ASSIGNOR:

STARWOOD, INC.

By: Don R. Holloway
Don R. Holloway

Its: President

EXHIBIT "A"
to that certain Assignment of Oil and Gas Leases effective March 28, 2001,
from Starwood, Inc. to Shama Zoe Limited Partnership.

Sublette County, Wyoming

1.
Date: 03/15/01
Lessor: Caryn A. Bing
Lessee: Starwood, Inc.
Record: Bk.118 O&G, P. 86
Lands: Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 9, SW/4NW/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title, and interest to the bed of the Green River.

Containing 308.29 acres, more or less.

Term: Three (3) years

2.
Date: 03/15/01
Lessor: Stanetta Twiford
Lessee: Starwood, Inc.
Record: Bk. 117 O&G, P. 452
Lands: Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1, S/2NE/4, N/2SE/4
Section 21: Lots 4, 9, SW/4NW/4

Together with all accretions and riparian rights appurtenant thereto and also the right, title, and interest to the bed of the Green River.

Containing 308.29 acres, more or less.

Term: Three (3) years.

COLORADO

STATE OF ~~COLORADO~~)
) ss.
COUNTY OF ~~EAGLE~~ **ARAPAHOE**)

January, 2002

The foregoing instrument was acknowledged before me this **9th** day of ~~October, 2001~~, by Don R. Holloway, President of Starwood, Inc., a Texas Corporation, on behalf of said corporation.

JoAnn Sarver
NOTARY PUBLIC, State of Colorado

JoAnn Sarver
(Printed Notary Name)

My Commission Expires:

November 21, 2002

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

6076

677

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL BY THESE PRESENTS THAT:

Jonah Energy Company, a Delaware corporation with an address of 370 17th Street, Suite 3020, Denver Colorado 80202 ("Assignor") for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, unto the following named parties ("Assignee") an overriding royalty interest as assigned herein under the terms of each of the oil and gas leases described on Exhibit "A" attached hereto insofar only as said leases cover the lands described on said exhibit, which is hereby incorporated herein:

Alan E. Falenski, an undivided 1/7th, whose address is:
5115 Buena Vista Blvd.
Castle Rock, Colorado 80104

Gregory R. Vigil, an undivided 1/7th, whose address is
10 Roder Gate Lane
Castle Rock, Colorado 80104

Robin M. Smith, an undivided 1/7th, whose address is
1310 Newport
Casper, Wyoming 82609

Michael Rheu Fosdick, an undivided 1/7th, whose address is
1913 Miracle Drive
Casper, Wyoming 82609

288412

John W. Robinson and Diane D. Robinson,
Husband and wife, as joint tenants with
Right of survivorship, an undivided 1/7th, whose address is
22 North Ranch Road
Littleton, Colorado 80127

RECORDED Jan 22 2002 1:40 PM
IN BOOK 120 O+G PAGE 677
FEES $ 14.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lenton

Langham Petroleum LLC, an undivided 1/7th, whose address is

3040 E. Clairton Drive
Highlands Ranch, Colorado 80126

Tracy Schwartzkopf, an undivided 1/7th, whose address is
1751 South Fenway Street
Casper, Wyoming 82601

and any segregation, extension or renewals thereof.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed subject to the terms of said leases, any joint operating agreement or unit agreement by which Assignor's interest in said leases may be bound, and all other matters of record and to the following terms and conditions:

1. Assignor shall be entitled to unitize all or any portion of the interests herein conveyed with other lands under the terms of any Unit Agreement approved by the Secretary of the Interior and shall be entitled to pool or communitize all or any portion of the interests herein conveyed with other lands into governmentally established spacing units not to exceed 640 acres, plus a tolerance of 10% in the even of irregular governmental subdivisions, under the terms of any pooling or communitization agreement pursuant to which production obtained within the pooled area is allocated among each of the tracts contained therein in the proportions that the surface acreage content of each such tract bears to the acreage content of the entire pooled area.

2. Each overriding royalty interest conveyed herein shall be equal to the difference between the sum of all presently existing leasehold burdens (royalty, previously reserved overriding royalty and/or other burdens) and Twenty Percent (20%), and is payable on all oil, gas and other hydrocarbons produced, saved and marketed, provided, however, the overriding royalty conveyed is subject to its proportionate share of all production and severance taxes, and all processing, compression, transportation and marketing charges reasonably incurred by Assignor.

3. Assignor shall have the right to market all oil, gas and other hydrocarbons attributable to the interests herein conveyed. The calculation of the proceeds attributable to the overriding royalty interests herein conveyed shall be based upon the actual net price received by Assignor in an arm's length transaction. For production not sold in an arm' 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 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, compression, processing and marketing shall be deducted from the Royalty Value in calculating the overriding royalties.

4. 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 deductions provided above.

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

6. It is the intent of this assignment to convey any overriding royalty interest owned by Assignor and an overriding royalty to the extent that Assignor will have an eighty percent (80%) net revenue interest proportionate to its working interest.

THIS instrument is executed to be effective as of the 20th day of November, 2001.

JONAH ENERGY COMPANY

By: _____
Steve Van Hook, Vice President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

SUBSCRIBED AND SWORN TO before me by Steve Van Hook, as Vice President of Jonah Energy Company, a Delaware corporation, on behalf of said corporation, on this 20th day of November, 2001.

Witness my hand and official seal

_____
Notary Public
Address: 370 17th St Suite 3020
Denver, Colorado 80202

My Commission Expires 1/30/2002

My Commission Expires:

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated November 20, 2001.

Sublette County, Wyoming MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
NORTH JONAH PROSPECT					
WY-017-00001-01	Clara Y. Legg, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/306
WY-017-00001-02	Robert Mack Smith, a married man	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/303
WY-017-00001-03	Kent Profit, a widower	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/309
WY-017-00001-04	Darlene J. Smith, a widow	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 11: SW Section 14: N/2NW, SWNW Section 15: SENE, E/2NW, NWNW, SWNW	116/334
WY-017-00001-05	Dale James Jensen, Trustee of the Myrtle Jensen Family Trust dated March 9, 1994 and Dale James Jensen, Trustee of the Jensen Family Trust dated March 9, 1994	McMurry Energy Company	8/29/00	Township 31 North, Range 111 West, 6th P.M. Section 15: S/2S/2SWNW	116/386
WY-017-00002-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	116/569

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated November 20, 2001.

Sublette County, Wyoming MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00002-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	116/563
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	118/154
WY-017-00003-01	Lois Jantz, a married woman	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 566
WY-017-00003-02	Thomas Sanford, a married man	McMurry Energy Company	10/10/00	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	116/ 560
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, individually and as wife and husband	McMurry Energy Company	4/30/01	Township 31 North, Range 111 West, 6th P.M. Section 1: Lot 3 (39.80), 4 (39.72), S/2NW, SW less one acre in the SESW Section 2: Lot 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), SENW, S/2NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW less one acre in the NENW	118/157

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated November 20, 2001.

Sublette County, Wyoming MEC LEASE NO.	LESSOR	LESSEE	DATE OF LEASE	LEGAL DESCRIPTION	Book / Page
WY-017-00004-01	Bonnie Bloom Alexander and Kip Alexander, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	116/155
WY-017-00004-02	Wilma Bloom Davis and Clarence Davis, wife and husband	Aztec Energy Corporation	8/1/00	Township 31 North, Range 110 West, 6th P.M. Section 4: W/2SW Section 5: SWNE, S/2NW, S/2 Section 6: SENE, E/2SE Section 7: E/2NE Section 8: E/2, SW, W/2NW Section 9: W/2W/2, E/2SW, SWSE Section 16: Lot 1 (39.78), 2 (21.76) 3 (35.07), NE, NENW	116/152

MEMORANDUM OF OIL AND GAS LEASE

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

That Analind Corporation Ltd. and Willow Springs Cattle Company, a Wyoming Corporation whose mailing address is 1600 E. Hanley Blvd, Suite 128, Tucson, Arizona 85737 (herein referred to collectively as "Lessors") and Williams Production Rocky Mountain Company, whose address is P.O. Box 3102, Tulsa, Oklahoma 74101 (herein referred to as "Lessee"), do hereby acknowledge and give notice that Lessors have entered into an Oil and Gas Lease with Lessee, covering lands and premises situated in Sublette County, Wyoming, more fully described as follows, to-wit:

Township 35 North, Range 111 West, 6th P.M.
Section 5: SW/4NW/4, SW/4
Section 6: Lots 1, 2, 3, 4, 6, 7, SE/4SW/4, SE/4NW/4, S/2NE/4, NE/4SE/4
Section 7: Lots 1, 3, 4, NE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4
Section 17: SW/4NW/4, SW/4, less a tract described as follows: Beginning at a point 1,600 feet East of the West quarter corner of said Section 17, thence East 1,040 feet, thence South 2,640 feet to the South quarter corner, thence in a Northwesterly direction to the point of beginning.
Section 18: Lots 1, 2, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4
Section 19: NE/4NE/4
Section 20: N/2NW/4, SW/4NW/4, N/2SW/4, SE/4SW/4

Township 35 North, Range 112 West, 6th P.M.
Section 1: Lot 4, S/2NW/4, SE/4NE/4, E/2SE/4, W/2SW/4
Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 11: SE/4SE/4
Section 12: W/2NW/4, SW/4, E/2SE/4, SW/4SE/4
Section 13: N/2, N/2S/2
Section 14: N/2NE/4, SE/4NE/4

Containing 3,779.78 acres more or less.

288419

RECORDED Jan 22 2002 2:55p M
IN BOOK 120 O&G PAGE 682
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Said Oil and Gas Lease is dated September 13, 2001, however effective February 22, 2002 and provides for a primary term of two (2) years, and so long thereafter as oil or gas is being produced from the lease premises, or lands pooled therewith, or so long thereafter as drilling, deepening, or reworking operations for the production of oil or gas are being conducted thereon, as therein provided. The original of such Oil and Gas Lease is in the offices of Lessors and Lessee.

The execution of this Lease shall be subordinate and subject to the existence of a prior Oil and Gas Lease between the Lessors and High Plains Associates, Inc. dated February 21, 1997 and recorded in Book 104 O&G at page 685 in the office of County Clerk of Sublette County, Wyoming.

This notice is given to place every person on notice of the existence of said Oil and Gas Lease, and all the terms, provisions and conditions thereof; and this notice is given in lieu of filing the original of such Oil and Gas Lease for record in the County in which the lands are located.

IN WITNESS WHEREOF this instrument is executed as of the 13th day of September, 2001.

LESSOR:

Analind Corporation, Ltd.

By: _____

Its: _____

LESSEE:

Williams Production Rocky Mountain Company

By: _____

Its: _____

Willow Springs Cattle Company,
A Wyoming Corporation

By: _____

Its: _____

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

THE STATE OF ARIZONA §

COUNTY OF PIMA §

On this 13th day of September, 2001, before me personally appeared Bruce Mackenzie known to me to be the Treasurer of Analind Corporation, Ltd. and Willow Springs Cattle Company, a Wyoming Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Ronald A. Markus
Notary Public

My commission expires:
6-28-2002

OFFICIAL SEAL
RONALD A. MARKUS
NOTARY PUBLIC-STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires June 28, 2002

THE STATE OF OKLAHOMA §

COUNTY OF TULSA §

The foregoing instrument was acknowledge before me this 13th day of September, 2001 by Dorsey Roach as Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of the corporation.

Shirley A. Davis
Notary Public

My commission expires:
10-10-2001

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

ASSIGNMENT OF OIL AND GAS LEASES

This Assignment of Oil and Gas Leases is from **Jonah Energy Company**, a Delaware corporation (herein referred to as "Assignor") whose address is 1675 Larimer Street, Suite 620, Denver, Colorado 80202, to **AEC Oil & Gas (USA) Inc.**, a Delaware corporation (herein referred to as "Assignee"), whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202.

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, convey and deliver unto Assignee effective as of May 1, 2001 (the Effective Date") the Subject Properties as hereinafter defined. The term "Subject Properties" means an undivided 5.3125% of 8/8ths of Assignor's right, title and interest in and to the oil and gas leases and lands described on Exhibit "A" (the "Leases"). This Assignment is subject to the Purchase and Sale Agreement between Assignor, as successor of interest to McMurry Energy Company, as seller and Assignee, as buyer, dated October 27, 2000.

Assignor herein excepts, reserves and retains unto itself, its successors and assigns, an overriding royalty interest of two and one-half percent of eight-eights (2.50% of 8/8ths) in the Leases and in and to all of the oil, gas and other hydrocarbons that are produced and saved from the Leases. Assignor's retained overriding royalty interest shall be proportionately reduced in the event the leases cover less than the entire undivided mineral estate or the leasehold interest assigned by Assignor is less than the entire undivided oil and gas leasehold estate.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Subject Properties by, through or under Assignor, but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 30th day of December, 2001, but effective for all purposes as of the Effective Date.

288655

RECORDED Jan 28 2002 2:30pM
IN BOOK 120 046 PAGE 1084
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soker

ASSIGNOR

Jonah Energy Company

Steve VanHook, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of December, 2001 by Steve VanHook as Vice President for Jonah Energy Company.

WITNESS my hand and official seal

NOTARIAL SEAL STATE OF COLORADO

Lynette Y. Johnson

370 17th Street, Suite 3020, Denver, CO 80202

My Commission Expires 11/30/2002

My Commission expires: November 30, 2002

Exhibit "A"

Attached to and made part of that certain Assignment of Oil and Gas Leases dated effective may 1, 2001, by and between Jonah Energy Company, Assignor and AEC Oil Gas (USA) Inc., Assignee

Sublette County, Wyoming

JEC Lease No.	Lessor	Lessee	Lease Date	Legal Description	Recording Data
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	Book 118, Page 154
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3, 4, SWNW, SW less one acre in the SESW Section 2: Lots 1, 2, 3, 4, SENW, S/NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW, less one acre in the NENW	Book 118, Page 157

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ASSIGNMENT OF OIL AND GAS LEASES

This Assignment of Oil and Gas Leases is from **Jonah Energy Company**, a Delaware corporation (herein referred to as "Assignor") whose address is 1675 Larimer Street, Suite 620, Denver, Colorado 80202, to **Nerd Gas company, LLC**, a Delaware limited liability company whose address is P.O. Box 3003, Casper, Wyoming 82602 and **Aztec Energy Corporation**, a Utah corporation whose address is 7801 Broadway, Suite 200, San Antonia, Texas 78209 (herein referred to as "Assignees").

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, convey and deliver unto Nerd Gas Company, LLC an undivided twenty-one and 25/100ths percent (21.25%) and unto Aztec Energy Corporation an undivided fifteen percent (15.0%) of Assignor's right, title and interest in and to the Oil and Gas Leases described and set forth on Exhibit "A" attached hereto and by this reference made a part hereof (the "Leases") effective as of may 1, 2001 (the Effective Date"), subject to all liens, burdens and encumbrances of record and Assignees hereby assumes and agrees to comply with the terms, covenants and conditions of the Leases.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Subject Properties by, through or under Assignor, but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 30th day of December, 2001, but effective for all purposes as of the Effective Date.

288656
RECORDED Jan 28 2002 2:30 PM
IN BOOK 120 Q+G PAGE 6086
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNOR

Jonah Energy Company

Steve VanHook, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of December, 2001 by Steve VanHook as Vice President for Jonah Energy Company.

WITNESS my hand and official seal

PUBLIC STATE OF COLORADO

My Commission Expires 11/30/2002

Lynette Y. Johnson

370 17th Street, Suite 3020, Denver, CO 80202

My Commission expires: November 30, 2002

Exhibit "A"

Attached to and made part of that certain Assignment of Oil and Gas Leases dated effective may 1, 2001, by and between Jonah Energy Company, Assignor and Nerd Gas Company LLC and Aztec Energy Corporation,Assignees

Sublette County, Wyoming

JEC Lease No.	Lessor	Lessee	Lease Date	Legal Description	Recording Data
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	Book 118, Page 154
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3, 4, SWNW, SW less one acre in the SESW Section 2: Lots 1, 2, 3, 4, SENW, S/NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW, less one acre in the NENW	Book 118, Page 157

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ASSIGNMENT OF OIL AND GAS LEASES

This Assignment of Oil and Gas Leases is from **Jonah Energy Company**, a Delaware corporation (herein referred to as "Assignor") whose address is 1675 Larimer Street, Suite 620, Denver, Colorado 80202, to **Big West Oil & Gas, Inc.**, a Utah corporation (herein referred to as "Assignee"), whose address is 333 West Center Street, North Salt Lake, Utah 84504.

Assignor, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, does hereby sell, assign, convey and deliver unto Assignee effective as of May 1, 2001 (the Effective Date") the Subject Properties as hereinafter defined. The term "Subject Properties" means an undivided 31.875% of 8/8ths of Assignor's right, title and interest in and to the oil and gas leases and lands described on Exhibit "A" (the "Leases"). This Assignment is subject to the Purchase and Sale Agreement between Assignor, as successor of interest to McMurry Energy Company, as seller and Assignee, as buyer, dated October 2, 2000.

Assignor herein excepts, reserves and retains unto itself, its successors and assigns, an overriding royalty interest of two and one-half percent of eight-eights (2.50% of 8/8ths) in the Leases and in and to all of the oil, gas and other hydrocarbons that are produced and saved from the Leases. Assignor's retained overriding royalty interest shall be proportionately reduced in the event the leases cover less than the entire undivided mineral estate or the leasehold interest assigned by Assignor is less than the entire undivided oil and gas leasehold estate.

TO HAVE AND TO HOLD the Subject Properties unto Assignee and Assignee's successors in title and assigns forever. Assignor warrants title to the Subject Properties by, through or under Assignor, but not otherwise. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors in title and assigns.

EXECUTED this 30th day of December, 2001, but effective for all purposes as of the Effective Date.

288657

RECORDED Jan 28 2002 2:30 PM
IN BOOK 120 0+6 PAGE 688
FEES $ 8.00 Mary L. Gordon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

ASSIGNOR

Jonah Energy Company

Steve VanHook, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of December, 2001 by Steve VanHook as Vice President for Jonah Energy Company.

WITNESS my hand and official seal

Lynette Y. Johnson

370 17th Street, Suite 8020, Denver, CO 80202

My Commission expires: November 30, 2002

Exhibit "A"

Attached to and made part of that certain Assignment of Oil and Gas Leases dated effective may 1, 2001, by and between Jonah Energy Company, Assignor and Big West Oil Gas, Inc., Assignee

Sublette County, Wyoming

JEC Lease No.	Lessor	Lessee	Lease Date	Legal Description	Recording Data
WY-017-00002-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 32 North, Range 111 West, 6th P.M. Section 26: SWSW Section 27: S/2NE, SE Section 34: NE Section 35: SENE, W/2NE, NW, S/2	Book 118, Page 154
WY-017-00003-03	Deborah C. Carrick and Benjamin F. Carrick, Individually and as wife and husband	McMurry Energy Company	April 30, 2001	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3, 4, SWNW, SW less one acre in the SESW Section 2: Lots 1, 2, 3, 4, SENW, S/NE, SE, E/2SW Section 11: N/2NE Section 12: N/2NW, less one acre in the NENW	Book 118, Page 157

689

#201-063

MEMORANDUM OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** P.O. Box 520, Big Piney, Wyoming 82113, hereinafter called "Lessor" does hereby acknowledge and give notice that Lessor has executed and delivered to **Energy West Services, LLC,** P.O. Box 1441, Denver, CO 80201, hereinafter called "Lessee", an Oil and Gas Lease under date of June 20, 2001, under the terms of which Lessor has granted, leased and let exclusively unto Lessee (subject to said Oil and Gas Lease and to each and all of the other provisions thereof), for the purpose of investigation, exploring, drilling and mining for and producing oil, gas and other minerals from all that land situated in Sublette County, Wyoming, more particularly described as follows:

288662

RECORDED Aug 28 2002 3:30
IN BOOK 120 of 6 PAGE 690
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Township 30 North, Range 112 West, 6th P.M.

Section 04: SW/4, W/2SE/4

Section 05: Lots 3(39.97), 4(39.86), S/2NW/4, N/2SW/4, SE/4SW/4, SW/4NE/4, SE/4, LESS & EXCEPT 6.00 acres located in SW1/4NE1/4 and described as follows: Commencing at the 1/4 Section corner in the boundary line between Sections 4 and 5 and running thence North 64° 42' West, 22 chains and 46 links (22.46 chs.) to the place of beginning, the initial or descriptive point, running thence North 11 chains and 40 links (11.40) thence North 87° West 6 chains, thence South 8 chains and 60 links (8.60 chs.) thence South 62° 36' East (S 62.36 E) six chains and seventy six links (6.76 chs.) to the place of beginning.

Section 06: Lots 1(39.82), 2(39.87), 6(16.05), NE/4SW/4, S/2NE/4, NW/4SE/4

Section 08: N/2NW/4, NE/4NE/4

Section 09: NW/4, W/2NE/4, NE/4NE/4

Containing 1,369.57 acres, more or less

Said Oil, Gas and Mineral Lease has been executed and acknowledged by Lessor and provides for a primary term of five (5) years form June 20, 2001 and as long thereafter as oil, gas or other minerals covered thereby are produced form the leased premises. Both Lessor and Lessee have possession of a fully executed copy of said Oil and Gas Lease dated June 20, 2001.

The purpose of this Memorandum is to evidence the existence of said Oil and Gas Lease, and this Memorandum is given in lieu of filing a full document of said Oil and Gas Lease in the records of Sublette County, Wyoming.

IN WITNESS WHEREOF this instrument is executed this 1st day of August, 2001 .

ALSADE MINERALS LIMITED PARTNERSHIP

Kenneth H. Guio

By: Kenneth H. Guio, Trustee of the
Kenneth H. Guio June 16, 1982 Family Trust, acting as
General Partner for Alsade Minerals Limited Partnership

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

STATE OF California)
)ss.
COUNTY OF Monterey)

On this 1st day of August, 2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the Trustee of the Kenneth H. Guio June 16, 1982 Family Trust, acting as General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996 Carmel, Ca. 93922

#201-063

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 O+G, Page 690, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

288663

RECORDED Jan 28 2002 3:30
IN BOOK 120 O+G PAGE 691
FEES $ 6.00 COUNTY CLERK
SUBLETTE CO. WYOMING
By Cathy Easton

Township 30 North, Range 112 West, 6th P.M.
Section 04: SW/4, W/2SE/4
Section 05: Lots 3(39.97), 4(39.86), S/2NW/4, N/2SW/4, SE/4SW/4, SW/4NE/4, SE/4, LESS & EXCEPT 6.00 acres located in SW1/4NE1/4 and described as follows: Commencing at the 1/4 Section corner in the boundary line between Sections 4 and 5 and running thence North 64° 42' West, 22 chains and 46 links (22.46 chs.) to the place of beginning, the initial or descriptive point, running thence North 11 chains and 40 links (11.40) thence North 87° West 6 chains, thence South 8 chains and 60 links (8.60 chs.) thence South 62° 36' East (S 62.36 E) six chains and seventy six links (6.76 chs.) to the place of beginning.
Section 06: Lots 1(39.82), 2(39.87), 6(16.05), NE/4SW/4, S/2NE/4, NW/4SE/4
Section 08: N/2NW/4, NE/4NE/4
Section 09: NW/4, W/2NE/4, NE/4NE/4
Containing 1,369.57 acres, more or less

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alsade Limited, a Wyoming Corporation acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 1st day of August ,2001.

ALSADE LIMITED

By: Kenneth H. Guio
Kenneth H. Guio, President

STATE OF California)
)SS.
COUNTY OF Monterey)

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

On this 1st day of August ,2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the President of Alsade Limited and 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 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996 Carmel, Ca. 93922

#201-063

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 046, Page 690, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

288664

Apr 28 2003 3:30
IN BOOK 120 046 PAGE 692
FEES $ 6.00
SUBLETTE COUNTY WYOMING
By Cathy Sutton

Township 30 North, Range 112 West, 6th P.M.

Section 04: SW/4, W/2SE/4

Section 05: Lots 3(39.97), 4(39.86), S/2NW/4, N/2SW/4, SE/4SW/4, SW/4NE/4, SE/4, LESS & EXCEPT 6.00 acres located in SW1/4NE1/4 and described as follows: Commencing at the 1/4 Section corner in the boundary line between Sections 4 and 5 and running thence North 64° 42' West, 22 chains and 46 links (22.46 chs.) to the place of beginning, the initial or descriptive point, running thence North 11 chains and 40 links (11.40) thence North 87° West 6 chains, thence South 8 chains and 60 links (8.60 chs.) thence South 62° 36' East (S 62.36 E) six chains and seventy six links (6.76 chs.) to the place of beginning.

Section 06: Lots 1(39.82), 2(39.87), 6(16.05), NE/4SW/4, S/2NE/4, NW/4SE/4

Section 08: N/2NW/4, NE/4NE/4

Section 09: NW/4, W/2NE/4, NE/4NE/4

Containing 1,369.57 acres, more or less

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Frances Margaret Guio, Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 2nd day of August ,2001.

Frances Margaret Guio
Frances Margaret Guio, Trustee of the
Frances Margaret Guio June 16, 1982 Family Trust, acting as a
General Partner for Alsade Minerals Limited Partnership

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 2nd day of August ,2001, before me, a Notary Public, personally appeared Frances Margaret Guio, to me known, and being duly sworn, did say that he is the Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires July 13, 2005

CAROLYN DICKIE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires July 13, 2005

Carolyn Dickie
Notary Public
Address: 308 Budd Ave
Big Piney, WY

693

#201-062

MEMORANDUM OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** P.O. Box 520, Big Piney, Wyoming 82113, hereinafter called "Lessor" does hereby acknowledge and give notice that Lessor has executed and delivered to **Energy West Services, LLC,** P.O. Box 1441, Denver, CO 80201, hereinafter called "Lessee", an Oil and Gas Lease under date of June 20, 2001, under the terms of which Lessor has granted, leased and let exclusively unto Lessee (subject to said Oil and Gas Lease and to each and all of the other provisions thereof), for the purpose of investigation, exploring, drilling and mining for and producing oil, gas and other minerals from all that land situated in Sublette County, Wyoming, more particularly described as follows:

288665

Township 31 North, Range 113 West, 6th P.M.
Section 27: SW/4NW/4, SW/4, S/2SE/4
Section 28: S/2NE/4, SE/4NW/4, SE/4SW/4, SE/4
Section 33: N/2NE/4, NE/4NW/4
Section 34: NW/4, N/2NE/4
Containing 960.00 acres, more or less

RECORDED Apr 28 2002 3:30PM
IN BOOK 120 046 PAGE 693
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Said Oil, Gas and Mineral Lease has been executed and acknowledged by Lessor and provides for a primary term of five (5) years form June 20, 2001 and as long thereafter as oil, gas or other minerals covered thereby are produced form the leased premises. Both Lessor and Lessee have possession of a fully executed copy of said Oil and Gas Lease dated June 20, 2001.

The purpose of this Memorandum is to evidence the existence of said Oil and Gas Lease, and this Memorandum is given in lieu of filing a full document of said Oil and Gas Lease in the records of Sublette County, Wyoming.

IN WITNESS WHEREOF this instrument is executed this 1st day of August ,2001 .

ALSADE MINERALS LIMITED PARTNERSHIP

Kenneth H. Guio

By: Kenneth H. Guio, Trustee of the
Kenneth H. Guio June 16, 1982 Family Trust, acting as
General Partner for Alsade Minerals Limited Partnership

STATE OF California)
)ss.
COUNTY OF Monterey)

On this 1st day of August ,2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the Trustee of the Kenneth H. Guio June 16, 1982 Family Trust, acting as General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996 Carmel, Ca. 93922

MARJORIE M. LOUGHRIDGE
COMM. #1188799
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

#201-062

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 O+G, Page 693, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

288666

Township 31 North, Range 113 West, 6th P.M.
Section 27: SW/4NW/4, SW/4, S/2SE/4
Section 28: S/2NE/4, SE/4NW/4, SE/4SW/4, SE/4
Section 33: N/2NE/4, NE/4NW/4
Section 34: NW/4, N/2NE/4
Containing 960.00 acres, more or less

RECORDED Jan 28 2002 3:30 PM
IN BOOK 120 O+G PAGE 694
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zeeb

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alsade Limited, a Wyoming Corporation acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 1st day of August ,2001.

ALSADE LIMITED

By: Kenneth H. Guio
Kenneth H. Guio, President

STATE OF California)
)SS.
COUNTY OF Monterey)

On this 1st day of August ,2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the President of Alsade Limited and 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 7-3-2002

Marjorie M. Loughridge
Notary Public
Address:
P.O. Box 22996
Carmel, Ca. 93922

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

695

#201-062

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 OTG, Page 693, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

288667

RECORDED Apr 28 2022 3:30PM
IN BOOK 120 OTG PAGE 695
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Township 31 North, Range 113 West, 6th P.M.
Section 27: SW/4NW/4, SW/4, S/2SE/4
Section 28: S/2NE/4, SE/4NW/4, SE/4SW/4, SE/4
Section 33: N/2NE/4, NE/4NW/4
Section 34: NW/4, N/2NE/4
Containing 960.00 acres, more or less

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Frances Margaret Guio, Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 2nd day of August ,2001.

Frances Margaret Guio
Frances Margaret Guio, Trustee of the
Frances Margaret Guio June 16, 1982 Family Trust, acting as a
General Partner for Alsade Minerals Limited Partnership

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 2nd day of August ,2001, before me, a Notary Public, personally appeared Frances Margaret Guio, to me known, and being duly sworn, did say that she is the Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires July 13, 2005 Carolyn Dickie
Notary Public
Address: 308 Budd Ave
Big Piney, WY

CAROLYN DICKIE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires July 13, 2005

#201-064

MEMORANDUM OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership**, P.O. Box 520, Big Piney, Wyoming 82113, hereinafter called "Lessor" does hereby acknowledge and give notice that Lessor has executed and delivered to **Energy West Services, LLC,** P.O. Box 1441, Denver, CO 80201, hereinafter called "Lessee", an Oil and Gas Lease under date of June 20, 2001, under the terms of which Lessor has granted, leased and let exclusively unto Lessee (subject to said Oil and Gas Lease and to each and all of the other provisions thereof), for the purpose of investigation, exploring, drilling and mining for and producing oil, gas and other minerals from all that land situated in Sublette County, Wyoming, more particularly described as follows:

Township 30 North, Range 112 West, 6th P.M.
Section 13: S/2
Section 22: SE/4NW/4, NE/4SW/4, S/2S/2
Section 23: S1/2SW1/4, E1/2 Less and Except Two (2) acres in the NW corner of the NE1/4 more particularly described as follows: Beginning at the North Quarter corner of said Section 23, running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 20 rods to the place of beginning.
Section 24: W/2E/2, W/2
Section 25: All
Section 26: E/2, E/2W/2, NW/4NW/4
Section 27: N/2NE/4
Containing 2,678.00 acres, more or less

288668

Apr 28 02 3:30
IN BOOK 120 016 PAGE 1096
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Sexton

Said Oil, Gas and Mineral Lease has been executed and acknowledged by Lessor and provides for a primary term of five (5) years form June 20, 2001 and as long thereafter as oil, gas or other minerals covered thereby are produced form the leased premises. Both Lessor and Lessee have possession of a fully executed copy of said Oil and Gas Lease dated June 20, 2001.

The purpose of this Memorandum is to evidence the existence of said Oil and Gas Lease, and this Memorandum is given in lieu of filing a full document of said Oil and Gas Lease in the records of Sublette County, Wyoming.

IN WITNESS WHEREOF this instrument is executed this 1st day of August, 2001 .

ALSADE MINERALS LIMITED PARTNERSHIP

Kenneth H. Guio

By: Kenneth H. Guio, Trustee of the
Kenneth H. Guio June 16, 1982 Family Trust, acting as
General Partner for Alsade Minerals Limited Partnership

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

STATE OF California)
)ss.
COUNTY OF Monterey)

On this 1st day of August, 2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the Trustee of the Kenneth H. Guio June 16, 1982 Family Trust, acting as General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996, Carmel, Ca. 93922

#201-064

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 046, Page 696, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 13: S/2
Section 22: SE/4NW/4, NE/4SW/4, S/2S/2
Section 23: S1/2SW1/4, E1/2 Less and Except Two (2) acres in the NW corner of the NE1/4 more particularly described as follows: Beginning at the North Quarter corner of said Section 23, running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 20 rods to the place of beginning.
Section 24: W/2E/2, W/2
Section 25: All
Section 26: E/2, E/2W/2, NW/4NW/4
Section 27: N/2NE/4
Containing 2,678.00 acres, more or less

288669

Jan 28 2002 3:30p
BOOK 120046 PAGE 1097
FEES $6.00
SUBLETTE CO... WYOMING
By Cathy Suiter

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alsade Limited, a Wyoming Corporation acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 1st day of August, 2001.

ALSADE LIMITED

By: Kenneth H. Guio
Kenneth H. Guio, President

NOTARY PUBLIC

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002
VRS2 VRS2

STATE OF California)
)SS.
COUNTY OF Monterey)

On this 1st day of August, 2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the President of Alsade Limited and 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 7-3-2002

Marjorie M. Loughridge
Notary Public
Address:

#201-064

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 046, Page 696, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 13: S/2
Section 22: SE/4NW/4, NE/4SW/4, S/2S/2
Section 23: S1/2SW1/4, E1/2 Less and Except Two (2) acres in the NW corner of the NE1/4 more particularly described as follows: Beginning at the North Quarter corner of said Section 23, running thence East 20 rods, thence South 16 rods, thence West 20 rods, thence North 20 rods to the place of beginning.
Section 24: W/2E/2, W/2
Section 25: All
Section 26: E/2, E/2W/2, NW/4NW/4
Section 27: N/2NE/4
Containing 2,678.00 acres, more or less

288670
Jan 28 03:30
Book 120046 Page 698
FEES $ 16.00
SUBLETTE COUNTY CLERK WYOMING
By Cathy Juston

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Frances Margaret Guio, Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 2nd day of August ,2001.

Frances Margaret Guio
Frances Margaret Guio, Trustee of the
Frances Margaret Guio June 16, 1982 Family Trust, acting as a
General Partner for Alsade Minerals Limited Partnership

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 2nd day of August ,2001, before me, a Notary Public, personally appeared Frances Margaret Guio, to me known, and being duly sworn, did say that she is the Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires July 13, 2005 Carolyn Dickie Notary Public
Address: 308 Budd Ave
Big Piney, WY

CAROLYN DICKIE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires July 13, 2005

699

#201-065

MEMORANDUM OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership**, P.O. Box 520, Big Piney, Wyoming 82113, hereinafter called "Lessor" does hereby acknowledge and give notice that Lessor has executed and delivered to **Energy West Services, LLC**, P.O. Box 1441, Denver, CO 80201, hereinafter called "Lessee", an Oil and Gas Lease under date of June 20, 2001, under the terms of which Lessor has granted, leased and let exclusively unto Lessee (subject to said Oil and Gas Lease and to each and all of the other provisions thereof), for the purpose of investigation, exploring, drilling and mining for and producing oil, gas and other minerals from all that land situated in Sublette County, Wyoming, more particularly described as follows:

288671

Township 29 North, Range 111 West, 6th P.M.
Section 06: Lots 2(39.70), 3(39.82), 4(39.24), 5(39.49), SW/4NE/4, SE/4NW/4

Township 29 North, Range 112 West, 6th P.M.
Section 01: Lot 1(39.85), SE/4NE/4
Containing 318.10 acres, more or less

RECORDED Jan 28 2002 3:30PM
IN BOOK 120 OF G PAGE 699
FEES $ 6.00 Marge Lough COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Said Oil, Gas and Mineral Lease has been executed and acknowledged by Lessor and provides for a primary term of five (5) years form June 20, 2001 and as long thereafter as oil, gas or other minerals covered thereby are produced form the leased premises. Both Lessor and Lessee have possession of a fully executed copy of said Oil and Gas Lease dated June 20, 2001.

The purpose of this Memorandum is to evidence the existence of said Oil and Gas Lease, and this Memorandum is given in lieu of filing a full document of said Oil and Gas Lease in the records of Sublette County, Wyoming.

IN WITNESS WHEREOF this instrument is executed this 1st day of August ,2001 .

ALSADE MINERALS LIMITED PARTNERSHIP

Kenneth H. Guio

By: Kenneth H. Guio, Trustee of the
Kenneth H. Guio June 16, 1982 Family Trust, acting as
General Partner for Alsade Minerals Limited Partnership

STATE OF California)
)ss.
COUNTY OF Monterey)

On this 1st day of August ,2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the Trustee of the Kenneth H. Guio June 16, 1982 Family Trust, acting as General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996, Carmel, Ca. 93922

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

#201-065

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 046, Page 699, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

288672

Township 29 North, Range 111 West, 6th P.M.
Section 06: Lots 2(39.70), 3(39.82), 4(39.24), 5(39.49), SW/4NE/4, SE/4NW/4

Township 29 North, Range 112 West, 6th P.M.
Section 01: Lot 1(39.85), SE/4NE/4
Containing 318.10 acres, more or less

RECORDED Jan 28 2002 3:30pM
IN BOOK 120 046 PAGE 700
FEES $ 6.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Keaton

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alsade Limited, a Wyoming Corporation acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 1 day of August ,2001.

ALSADE LIMITED

By: Kenneth H. Guio
Kenneth H. Guio, President

STATE OF California)
)SS.
COUNTY OF Monterey)

On this 1st day of August ,2001, before me, a Notary Public, personally appeared Kenneth H. Guio, to me known, and being duly sworn, did say that he is the President of Alsade Limited and 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 7-3-2002

Marjorie M. Loughridge
Notary Public
Address: P.O. Box 22996 Carmel, Ca 93922

MARJORIE M. LOUGHRIDGE
COMM. #1188790
Notary Public-California
Monterey County
My Comm. Exp. July 3, 2002

701

#201-065

RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That, whereas a certain oil and gas lease dated June 20, 2001, was made, executed and delivered from **Alsade Minerals Limited Partnership, a Wyoming Limited Partnership,** hereinafter called "Lessor", to **Energy West Services, LLC**, as "Lessee" and evidenced by Memorandum of Oil and Gas Lease recorded in Book 120 0f6, Page 1099, of the Clerk's Records of Sublette County, Wyoming, and covers the following described land in Sublette County, Wyoming to wit:

Township 29 North, Range 111 West, 6th P.M.
Section 06: Lots 2(39.70), 3(39.82), 4(39.24), 5(39.49), SW/4NE/4, SE/4NW/4

Township 29 North, Range 112 West, 6th P.M.
Section 01: Lot 1(39.85), SE/4NE/4
Containing 318.10 acres, more or less

288673

RECORDED Jan 28 2002 3:30PM
IN BOOK 120 0f6 PAGE 701
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Frances Margaret Guio, Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership, do hereby adopt, ratify, and confirm said lease and hereby grant, lease and let unto said lessee, its assigns and successors in interest, said lands; subject to and in accordance with all of the terms and provisions of said lease and do hereby agree and declare that said lease is now in full force and effect.

Executed this 2nd day of August ,2001.

Frances Margaret Guio
Frances Margaret Guio, Trustee of the
Frances Margaret Guio June 16, 1982 Family Trust, acting as a
General Partner for Alsade Minerals Limited Partnership

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On this 2nd day of August ,20 01, before me, a Notary Public, personally appeared Frances Margaret Guio, to me known, and being duly sworn, did say that she is the Trustee of the Frances Margaret Guio June 16, 1982 Family Trust, acting as a General Partner for Alsade Minerals Limited Partnership and acknowledged said instrument to be a free act and deed of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires July 13, 2005

Carolyn Dickie
Notary Public
Address: 308 Budd Ave
Big Piney, WY

CAROLYN DICKIE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires July 13, 2005

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 21st day of December, 2001, but effective as of the 1st day of December, 2001, ("Effective Time"), is from KERR-McGEE ROCKY MOUNTAIN CORPORATION, a Delaware corporation, with offices at 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Assignor") to AEC OIL & GAS (USA) INC., a Delaware corporation, with offices at 950 17th Street, Suite 2600, Denver, CO 80202 ("Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS its entire right, title and interest to Assignee in and to those wells, leases, properties and rights (contractual or otherwise) located in Sublette County, Wyoming, and more particularly described as follows, to wit:

1. The oil and/or gas wells described on Exhibit A.

2. The oil and gas leases and leasehold estates described on Exhibit A-1.

3. The contracts and contract rights, easements and rights of way described on Exhibit B.

4. The equipment, facilities, fixtures and other items of personal property described on Exhibit C.

It is the intent of Assignor to assign, convey and sell all of Assignor's oil and gas rights, titles and interests in Townships 27 North, Range 108-109 West, and Township 28 North, Range 109 West, Sublette County, Wyoming, in what is commonly known and referred to as the South Jonah field or area.

All of the rights, properties and interests described hereinabove are referred to as the "Properties".

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

1. Special Warranty Of Title. **Assignor warrants and shall defend title to the Properties conveyed to Assignee against every person whomsoever lawfully claiming the Properties or any part thereof by, through and under Assignor, but not otherwise.**

2. Agreements. This Assignment is made subject to and shall be burdened by the terms, covenants and conditions contained in any contracts, agreements and instruments affecting the Properties at and after the Effective Time, Assignee shall be bound by and shall perform all of the terms, covenants and conditions contained therein.

288674

RECORDED Jan 29 2002 9:10A
IN BOOK 120 046 PAGE 702
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Scott

3. Compliance With Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction, and Assignee shall comply with the same at and after the Effective Time.

4. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

5. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT dated December 13, 2001, by and between AEC OIL & GAS (USA) Inc. a Delaware corporation, as Buyer and KERR-McGEE ROCKY MOUNTAIN CORPORATION, as Seller ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNEE:

AEC OIL & GAS (USA) INC.

By:_____
Name: Jon Grannis
Title: Vice President, Rockies Exploration

ASSIGNOR:

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By:_____
Name: Janet W. Pasque
Title: Vice President

STATE OF COLORADO)
CITY and) ss.
COUNTY OF DEVER)

The foregoing instrument was acknowledged before me this 21st day of December, 2001, by Jon Grannis as Vice President, Rockies Exploration of AEC OIL & GAS (USA) INC., a Delaware corporation on behalf of such company.

WITNESS my hand and official seal.

My commission expires: _____

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/10/2002

Lynda K. Hendrix
Notary Public

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

The foregoing instrument was acknowledged before me this 21st day of December, 2001, by Janet W. Pasque, as Vice President of Kerr-McGee Rocky Mountain Corporation, a Delaware corporation, on behalf of such company.

WITNESS my hand and official seal.

My commission expires: _____

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/10/2002

Lynda K. Hendrix
Notary Public

EXHIBIT "A"

To Assignment and Bill of Sale
by and between
KERR-McGEE ROCKY MOUNTAIN CORPORATION, Assignor
and
AEC OIL & GAS (USA) INC., Assignee

WELLS

Sublette County, Wyoming:

HSR Holmes Federal #5-1
SWNW of Section 1, Township 27 North, Range 109 West, 6th P.M.
75% WI, 62.8125% NRI BPO; 45% WI, 36.5625% NRI APO

HSR Scarlet Unit #11-24
NESW of Section 24, Township 27 North, Range 109 West, 6th P.M.
75% WI, 34.25 % NRI BBJPO

75% WI, 59.25% NRI BPO

52.50% WI, 43.3125% NRI APO

[redacted] [redacted] [redacted]

EXHIBIT A - 1

To Assignment and Bill of Sale by and between Kerr-McGee Rocky Mountain Corporation, Assignor, and AEC OIL AND GAS (USA) INC., Assignee, dated December 21, 2001

Sublette County, WY

KM LEASE NO.	LESSOR	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	GROSS ACRES	NET ACRES
WY-000142-000	ST 94-00154	04/02/94	27N	108W	16	ALL	640.00	640.00
WY-000144-000	WYW-133064	08/01/94	27N	108W	25	ALL	640.00	640.00
			27N	108W	26	NE/4NE/4	40.00	40.00
			27N	108W	26	NW/4	160.00	160.00
			27N	108W	26	S/2	320.00	320.00
			27N	108W	26	S/2NE/4	80.00	80.00
			27N	108W	35	N/2	320.00	320.00
			27N	108W	35	SW/4	160.00	160.00
WY-000145-000	WYW-133063	08/01/94	27N	108W	21	ALL	640.00	640.00
			27N	108W	29	NW/4	160.00	160.00
WY-000146-000	WYW-133762	10/01/94	27N	109W	1	LOTS 1-4,S/2N/2,S/2	640.68	640.68
			27N	109W	2	LOTS 1,2,S/2NE/4, SE/4	320.61	320.61
			27N	109W	2	LOTS 3,4, S/2NW/4, SW/4	320.47	320.47
			27N	109W	11	NE/4NE/4,S/2NE/4,SE/4	280.00	280.00
			27N	109W	24	NW/4	160.00	160.00
WY-000147-000	WYW-133764	10/01/94	27N	109W	13	SW/4,N/2SE/4	240.00	240.00
			27N	109W	14	NE/4,E/2NW/4	240.00	240.00
			27N	109W	14	SW/4	160.00	160.00
			27N	109W	23	E/2W/2	160.00	160.00
			27N	109W	25	NW/4	160.00	160.00
			27N	109W	25	S/2	320.00	320.00
			27N	109W	26	N/2	320.00	320.00
			27N	109W	26	S/2	320.00	320.00
WY-000148-000	WYW-133765	10/01/94	27N	109W	13	S/2SE/4	80.00	80.00
			27N	109W	24	E/2	320.00	320.00
WY-000149-000	WYW-135503	10/01/94	27N	109W	12	SE/4	160.00	160.00
WY-000150-000	ST 94-00158	04/02/94	27N	109W	36	ALL	640.00	640.00
WY-000218-000	WYW-113413	10/01/88	27N	109W	13	NE/4.	160.00	160.00
WY-000219-000	WYW-114038	11/01/88	27N	109W	3	LOT 1, SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4.	200.23	200.23
			27N	109W	4	SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4.	160.00	160.00
			27N	109W	9	SW/4NE/4, SW/4NW/4.	80.00	80.00
			27N	109W	10	SW/4NE/4, SW/4NW/4, SW/4SW/4, SW/4SE/4.	160.00	160.00
WY-000237-000	ST 98-00407	07/02/98	27N	109W	16	ALL	640.00	640.00
WY-000239-000	WYW-147047	12/01/98	27N	109W	3	LOT 3 (40.34), SE/4NE/4, NE/4SW/4, E/2SE/4	200.34	200.34
			27N	109W	4	LOT 1 (40.44), LOT 3 (40.53), SE/4NE/4, NE/4SW/4, E/2SE/4	240.97	240.97
WY-000240-000	WYW-147048	12/01/98	27N	109W	9	E/2NE/4, NE/4NW/4, SE/4SE/4	160.00	160.00
			27N	109W	10	E/2E/2, NE/4NW/4, NE/4SW/4	240.00	240.00
WY-000241-000	WYW-147049	12/01/98	27N	109W	25	NE/4	160.00	160.00
WY-000249-000	WYW-118150	12/01/89	27N	108W	29	S/2	320.00	320.00
			27N	108W	30	LOTS 1,2,3,4, E/2, E/2W/2	632.04	632.04
			27N	108W	31	LOTS 1,2,3,4, E/2, E/2W/2	629.75	629.75
			27N	108W	32	S/2	320.00	320.00
WY-000250-000	WYW-147702	11/01/88	27N	109W	9	NE/4SW/4, SW/4SW/4, NE/4SE/4, SW/4SE/4.	160.00	160.00

704

EXHIBIT A - 1
To Assignment and Bill of Sale by and between Kerr-McGee Rocky Mountain Corporation, Assignor, and AEC OIL AND GAS (USA) INC., Assignee, dated December 21, 2001
Sublette County, WY

KM LEASE NO.	LESSOR	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	GROSS ACRES	NET ACRES
WY-000274-000	WYW-148028	08/01/94	27N	108W	27	ALL	640.00	640.00
			27N	108W	28	N/2	320.00	320.00
			27N	108W	34	N/2	320.00	320.00
WY-000290-000	WYW-133767	10/01/94	27N	109W	29	ALL	640.00	640.00
			27N	109W	30	LOTS 1-4, E/2, E/2W/2	593.04	593.04
WY-000301-000	WYW-149725	02/01/00	27N	109W	19	LOTS 1,2, NE/4, E/2NW/4	295.36	295.36
			27N	109W	20	ALL	640.00	640.00
			27N	109W	21	ALL	640.00	640.00
WY-000302-000	WYW-149726	02/01/00	27N	109W	27	SW/4	160.00	160.00
			27N	109W	34	N/2NW/4, SW/4NW/4	120.00	120.00
WY-000303-000	WYW-149727	02/01/00	27N	109W	28	ALL	640.00	640.00
WY-000304-000	WYW-149728	02/01/00	27N	109W	31	LOTS 1-4, E/2, E/2W/2	596.08	596.08
			27N	109W	32	ALL	640.00	640.00
WY-000305-000	WYW-149729	02/01/00	27N	109W	33	ALL	640.00	640.00
WY-000307-000	WYW-130318	10/01/93	27N	109W	14	W/2NW/4, SE/4	240.00	240.00
			27N	109W	23	E/2	320.00	320.00
			27N	109W	24	SW/4	160.00	160.00
WY-000319-000	WYW-151325	10/01/00	27N	109W	7	Lots 1 -4, E/2, E/2W/2 (All)	587.68	587.68
			27N	109W	18	LOTS 1-4, E/2, E/2W/2	588.88	588.88
WY-000320-000	WYW-151326	10/01/00	27N	109W	17	All	640.00	640.00
			27N	109W	19	Lots 3, 4, E/2SW, SE	295.68	295.68
WY-000321-000	WYW-150873	**06/01/01**	28N	109W	34	ALL	640.00	640.00
			28N	109W	35	ALL	640.00	640.00

[redacted] [redacted] [redacted]

EXHIBIT "B"

To Assignment and Bill of Sale
by and between
KERR-McGEE ROCKY MOUNTAIN CORPORATION, Assignor
and
AEC OIL & GAS (USA) INC., Assignee

CONTRACTS

Participation Agreement (WY-PTA-95003), dated February 10, 1995, between HS Resources, Inc. and Holmes P. McLish, individually and doing business as Security Resources Corporation.

Farmout Agreement (WY-FIO-98002) dated June 29, 1999 effective April 17, 1998 between HS Resources, Inc. and Santa Fe Snyder Corporation.

Scarlet Unit Agreement (WY-FUA-98001; BLM: WYW-145305X), dated April 24, 1998, Scarlet Unit Area, Sublette, County, WY which names HS Resources, Inc. as Unit Operator.

Scarlet Unit Operating Agreement (WY-JOA-98001), dated April 24, 1998, Scarlet Unit Area, Sublette, County, Wyoming.

Acreage Contribution (WY-LTA-98001) dated July 22, 1998 between HS Resources, Inc. and Westport Oil & Gas Company, Inc.

Working Interest Participation Agreement (WY-PTA-98001) dated August 10, 1998 between HS Resources, Inc. Holmes P. McLish, McMurry Oil Company and MCNIC Oil & Gas Properties, Inc.

Agent Operator Agreement dated August 10, 1998 between HS Resources, Inc., Holmes P. McLish, individually and d/b/a Security Resources Corporation, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., Edward M. Warner, and MCNIC Oil & Gas Properties, Inc.

Crude Oil Purchase Agreement dated January 7, 2000 between HS Resources, Inc. and Amoco Production Company.

continued

EXHIBIT "B"

To Assignment and Bill of Sale
by and between
KERR-McGEE ROCKY MOUNTAIN CORPORATION, Assignor
and
AEC OIL & GAS (USA) INC., Assignee

CONTRACTS

Page 2 – Contracts continued

Gas Purchase Contract (WY-GPA-99001) dated as of January 1, 1999 between HS Resources, Inc. and McMurry Oil Company (JGGC-1051)

1st Amendment to Gas Purchase Contract dated February 1, 2000 between HS Resources, Inc. and McMurry Oil Company

2nd Amendment to Gas Purchase Contract dated February 28, 2001 between HS Resources, Inc. and McMurry Oil Company

3rd Amendment to Gas Purchase Contract dated October 1, 2001 between HS Resources, Inc. and McMurry Oil Company

Participation Agreement (WY-PTA-99001) dated November 2, 1999 between HS Resources, Inc. and SST Energy Corporation.

Letter Agreement (WY-LTA-99001) dated November 15, 1999, as amended, between HS Resources, Inc. and BJ Services Company, U.S.A.

Acreage Contribution dated May 26, 1999 between HS Resources, Inc. and Holmes P. McLish.

Acreage Contribution (WY-LYA-98001) dated April 8, 1999 between HS Resources, Inc. and Westport Oil & Gas Company, Inc.

Right of Way Agreement (Road) (WY-RWA-99001; BLM No.WYW-147660)

Right of Way Agreement (Pipeline) (WY-RWP-99001; BLM No.WYW-148585)

Right of Way Agreement (Road) (WY-RWA-98001: BLM No. WYW-143213)

End of Exhibit B.

EXHIBIT "C"

To Assignment and Bill of Sale
by and between KERR-McGEE ROCKY MOUNTAIN CORPORATION, Assignor
and
AEC OIL & GAS (USA) INC., Assignee

Well Name: Holmes 5-1

Describtion of Equipment	Number/Jnts	Length	SN	Other Data/Condition
FMC 5,000# - 5-2 1/16" Valve Tree	1			
5 1/2" 17# & 20# P-110 Casing				
JW William Combo HP/LP Sep and Dehy Unit	1		J4089-6	
100 Brl Fibreglass Water Tank	1			
12' X 20" compressor Building (14' Roof)	1			
300 Brl Steel Production Tank	1			
500 Gal Methanol Tanks and Stands	2			
5100 Series Chemical pump	1			
2 3/8" N-80 4.7#/ft 8 rd EUE Tubing	254	8,020		
(Note: Highland Rental Compressor)				

Well Name: Scarlet 11-24

Describtion of Equipment	Number/Jnts	Length	SN	Other Data/Condition
ERC/WKM 5,000# - 5-2 1/16" Valve Tree	1			
4 1/2" P-110 Casing	1			
American Combo HP/LP Seperator and Dehy	1			Just Rebuilt - As New
HP/LP American Seperator - 500,000 BTU/3000# coil				Just Rebuilt - As New
3,000# Olman Heath Dehydrator				Just Rebuilt - As New
650 gal Steel Methanol Tank and Stand	1			
JW William 400 Brl Steel Production Tank	1		5093-9	
JW William 400 Brl Steel Production Tank	1		5093-4	
2 3/8" N-80 4.7#/ft 8 rd EUE Tubing	278	8,536		

Facility Name: Scarlet - Holmes Interconnect

4" "Zap-lok" Pipeline - 1,280 psig working pressure runs from Scarlet to Holmes P/L sales point				Approximately 2.7 miles long Laying on Surface

711

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-97279

Lease Effective Date
(Anniversary Date)
01/1/86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Assignee* *Odyssey Exploration, Inc.* *4.00%*
   Street *122 Plum Creek Place*
   City, State, ZIP Cod *Highlands Ranch, CO 80126*

*If more than one assignee, chec[X] and list the name(s) and address(es) of all aditional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)[X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: (Check one or both, as appr[X] Record Title, [ ] Overriding Royalty, payment out of production or other similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreement 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 109 West, 6th P.M. Section 5: Lots 1-4, S2 Section 6: Lots 1-6, E2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 8: All Section 26: All Section 32: All Section 33: All 288685 Containing 3, 895.81 acres, m/l ~~Sweetwate~~r County, Wyoming Sublette	40.00000	6.40000000	33.60000	0.00000000	7.50000000

RECORDED Jan 29 2002 10:40AM
IN BOOK 120 OG PAGE 711
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

[ ] Assignment approved for the above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item Not. 1, if needed, or for Land Description in Item No. 2 if needed

Markus Production, Inc. *621 17th Street, Ste. 1710* *Denver, CO 80293*	*1.30%*	*Executed this 11th day of JANUARY 2002* *Assignee* *Mark E. Brown, President Markus Production, Inc.*
South Pass Resources, Inc. *7182 So. Harrison Way* *Littleton, CO 80122*	*1.10%*	*Executed this 16 day of January 2002* *Assignee* *Robert W. McDermott, President South Pass Resources, Inc.*

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer 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, not greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of January, 2002

Name of Assignor as shown on current lease *Stanley Energy W., Inc.*
Please type or print

Assignor
or Lewis W. Douglas, Jr. President
Attorney-in-fact
(Signature)

1776 Lincoln Street, Suite 410
(Assignor's Address)

Denver, CO 80203
(City) (State) (Zip Code)

Executed this 8th day of January, 2002

Odyssey Exploration, Inc.

Assignee
or Scott R. Clark, 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

Acknowledgment

State of Colorado }
} ss.
County of Denver }

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 8 day of January, 2002 personally appeared Lewis W. Douglas, Jr., as Chairman of the Board of Stanley Energy W., Inc., to me known to be the identical person described in and who executed the within and foregoing instrument of writing for the uses and purposes therein set forth.

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

Renée Lewis
Notary Public

My commission expires: 4-19-03

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-97279

Lease Effective Date
(Anniversary Date)
01/01/86

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **STANLEY ENERGY W., INC.** **8.40000%**
Street 1776 Lincoln Street, Suite 410
City, State, ZIP Code Denver, CO 80203-4313

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th P.M. Section 5: Lots 1-4, S/2 Section 6: Lots 1-6, E/2SW/4, SE/4 Section 7: Lots 1-4, E/2, E/2W/2 Section 8: ALL Section 32: ALL Section 33: ALL 288686	60.0000%	10.0000%	50.0000%	0.0000%	7.5000%

Containing 3,255.81 acres, more or less, Sublette County, Wyoming

This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.

RECORDED Jan 29 2002 10:40AM
IN BOOK 120 A+B PAGE 714
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

By _____ _____ 49-690 _____
(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.

ODYSSEY EXPLORATION, INC. **1.00000%**
122 Plum Creek Place
Highlands Ranch, CO 80126

Executed this 8 day of January, 2002
Assignee: _____
Scott R. Clark, President, Odyssey Exploration, Inc.

MARKUS PRODUCTION, INC. **0.32500%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 9th day of January, 2002
Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **0.27500%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 18 day of January, 2002
Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; 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, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor _____
R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this 8th day of January, 2002

Assignee **STANLEY ENERGY W., INC.**
Lewis W. Douglas, Jr., 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, (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 any Department or agency of the United States any false, fictitious of fraudulen statements or representations as to any matter within its jurisdiction.

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

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004

717

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-97279

Lease Effective Date
(Anniversary Date)
01/01/86

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **STANLEY ENERGY W., INC.** **7.79572%**
Street 1776 Lincoln Street, Suite 410
City, State, ZIP Code Denver, CO 80203-4313

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th P.M.					
Section 26: ALL	60.0000%	10.0000%	50.0000%	0.0000%	7.5000%

Containing 640.00 acres, more or less, Sublette County, Wyoming

288687

This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.

RECORDED Jan 29 2002 10:30AM
IN BOOK 120 046 PAGE 717
FEES $10.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

By _____ _____ 49-690 _____
(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.

ODYSSEY EXPLORATION, INC. **1.60428%**
122 Plum Creek Place
Highlands Ranch, CO 80126

Executed this 8 day of January 2002

Assignee: _____
Scott R. Clark, President, Odyssey Exploration, Inc.

MARKUS PRODUCTION, INC. **0.32500%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 9th day of January, 2002

Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **0.27500%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 18 day of January, 2002

Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; 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, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor 12th 9M R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this 8th day of January, 2002

Assignee **STANLEY ENERGY W., INC.**

Lewis W. Douglas, Jr., 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, (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 any Department or agency of the United States any false, fictitious of fraudulen statements or representations as to any matter within its jurisdiction.

Y:LAND/MEMERSON/WYW-97279RT.XLS

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

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-133070

Lease Effective Date
(Anniversary Date)
08/01/94

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **ODYSSEY EXPLORATION, INC.** **5.000%**
Street 122 Plum Creek Place
City, State, ZIP Code Highlands Ranch, CO 80126

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 5: Lots 2, 4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4 Section 6: Lots 2, 4, 6, SE/4NW/4, SE/4SW/4, NW/4SE/4	60.000%	10.000%	50.000%	0.000%	7.5000%

Containing 456.20 acres, more or less,

Sublette County, Wyoming

288688

This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.

RECORDED Jun 29 2000 10:40AM
IN BOOK 120 of G PAGE 720
FEES $ 10.00 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 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 _____ _____ 49-823 _____
(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.

STANLEY ENERGY W., INC. **2.000%**
1776 Lincoln Street, Suite 410
Denver, CO 80203-4313

Executed this 5th day of January, 2002

Assignee: _____
Lewis W. Douglass, Jr., President, Stanley Energy W., Inc.

MARKUS PRODUCTION, INC. **1.625%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 9th day of January, 2002

Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **1.375%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 18 day of January, 2002

Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; 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, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor _____
R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this 8th day of June, 2002

ODYSSEY EXPLORATION, INC.

Assignee _____
Scott R. Clark, 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, (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 any Department or agency of the United States any false, fictitious of fraudulen statements or representations as to any matter within its jurisdiction.

Y:LAND/MEMERSON/WYW-133070 RT.XLS

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

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004

723

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-133080

Lease Effective Date
(Anniversary Date)
08/01/94

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **ODYSSEY EXPLORATION, INC.** **5.000%**
Street 122 Plum Creek Place
City, State, ZIP Code Highlands Ranch, CO 80126

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 110 West, 6th P.M. Section 12: N/2, SW/4	60.000%	10.000%	50.000%	0.000%	7.5000%
Containing 480.00 acres, more or less, **288689** Sublette County, Wyoming This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.					

RECORDED Jan 29 2002 10:40AM
IN BOOK 120 of G PAGE 723
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 assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assigament holds legal or equitable title to this lease.

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

By _____ _____ 49-824 _____
(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.

STANLEY ENERGY W., INC. **2.000%**
1776 Lincoln Street, Suite 410
Denver, CO 80203-4313

Executed this 6th day of January, 2002
Assignee: _____
Lewis W. Douglas, Jr., President, Stanley Energy W., Inc.

MARKUS PRODUCTION, INC. **1.625%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 4th day of January, 2002
Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **1.375%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 14 day of January, 2002
Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; 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, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor _____
R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this 8th day of Jan., 2002

ODYSSEY EXPLORATION, INC.

Assignee _____
Scott R. Clark, 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, (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 any Department or agency of the United States any false, fictitious of fraudulen statements or representations as to any matter within its jurisdiction.

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

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-135131

Lease Effective Date
(Anniversary Date)
02/01/95

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **ODYSSEY EXPLORATION, INC.** **1.375000%**
Street 122 Plum Creek Place
City, State, ZIP Code Highlands Ranch, CO 80126

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 110 West, 6th P.M. Section 1: Lots 1-4, S/2 Section 12: SE/4	16.50000%	2.75000%	13.75000%	0.00000%	7.5000%

Containing 614.92 acres, more or less,

Sublette County, Wyoming

288690

This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.

RECORDED Apr 29 2002 10:40AM
IN BOOK 120 of G PAGE 726
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

[ ] Assignment approved for attached land description

Assignment approved effective _____

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

By _____ _____ 49-814 _____
(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.

STANLEY ENERGY W., INC. **0.550000%**
1776 Lincoln Street, Suite 410
Denver, CO 80203-4313

Executed this 6th day of January, 2002
Assignee: _____
Lewis W. Douglass, Jr., President, Stanley Energy W., Inc.

MARKUS PRODUCTION, INC. **0.446875%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 9th day of January, 2002
Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **0.378125%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 18 day of January, 2002
Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; 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, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor RR _____
R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this _____ day of _____, 2002

ODYSSEY EXPLORATION, INC.

Assignee _____
Scott R. Clark, 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, (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 any Department or agency of the United States any false, fictitious of fraudulen statements or representations as to any matter within its jurisdiction.

Y:LAND/MEMERSON/WYW-135131 RT.XLS

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

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004

729

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

Lease Serial No.
WYW-144388

Lease Effective Date
(Anniversary Date)
08/01/94

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **ODYSSEY EXPLORATION, INC.** **5.000%**
Street 122 Plum Creek Place
City, State, ZIP Code Highlands Ranch, CO 80126

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 3: Lots 2, 4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4 Section 4: Lots 2, 4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4 Section 8: NW/4NE/4, NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4 Section 9: NW/4NE/4, NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4 Section 10: NW/4NE/4, NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4, NW/4SE/4	60.000%	10.000%	50.000%	0.000%	7.5000%

Containing 1,201.74 acres, more or less,

288691

Sublette County, Wyoming

This Assignment is made subject to the terms of that certain Letter Agreement, dated May 5, 1994, as amended, by and between Cabot Oil & Gas Corporation, fka Cabot Oil & Gas Production Corporation and High Plains Associates, Inc.

RECORDED Apr 29 2002 10:40 AM
IN BOOK 120 O+G PAGE 729
FEES $ 10.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

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

By _____ _____ 49-948 _____
(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.

STANLEY ENERGY W., INC. **2.000%**
1776 Lincoln Street, Suite 410
Denver, CO 80203-4313

Executed this 8th day of January, 2002

Assignee: _____
Lewis W. Douglass, Jr., President, Stanley Energy W., Inc.

MARKUS PRODUCTION, INC. **1.625%**
621 17th Street, Suite 1710
Denver, CO 80293

Executed this 9th day of January, 2002

Assignee: _____
Mark E. Brown, President, Markus Production, Inc.

SOUTH PASS RESOURCES, INC. **1.375%**
7182 South Harrison Way
Littleton, CO 80122

Executed this 15 day of January, 2002

Assignee: _____
Robert W. McDermott, President, South Pass Resources, Inc.

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 Sates; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
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For geothermal assignments, on 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 State when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 27th day of November, 2001.

Name of Assignor as shown on current lease **CABOT OIL & GAS CORPORATION**

Assignor _____
R. Scott Butler, Attorney-in-Fact

1200 Enclave Parkway, P.O. Box 4544
(Assignor's Address)

Houston (City) TX (State) 77077-4544 (Zip Code)

Executed this 8th day of January, 2002

ODYSSEY EXPLORATION, INC.

Assignee _____
Scott R. Clark, President

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Y:LAND/MEMERSON/WYW-144388 RT.XLS

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

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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 27th day of November, 2001, by R. Scott Butler, known to me to be the Attorney-in-Fact for Cabot Oil & Gas Corporation and who acknowledged to me that he executed same as his free and voluntary act and deed on behalf of said Corporation for the uses and purposes set forth.

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

Notary Public

My Commission Expires: July 13, 2004