STIPULATION AND CROSS CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT WEREAS, Norman F. Pape and Barbara Pape, husband and wife, Alvin "Bud" Davison and Miriam Davison, also known as Mariam L. Davision, also known as Miriam L. Davison, husband and wife, Karmen Marincic, also known as Karmen E. Marincic, also known as Karmen P. Marincic, a widow, Earl L. Babcock and Nadine F. Babcock, as Trustees of the Earl L. Babcock Family Trust under Trust Agreement dated February 3, 1989, and Kenneth P. Marincic and Rebecca J. Marincic, husband and wife, are owners of 100% of the oil, gas and other minerals, in and under and that may be produced or saved from the following described lands in Sublette County, State of Wyoming, to wit:

Township 34 North, Range 111 West, 6th P.M.

Section 09: A tract of land in the NE1/4NE1/4 of said section containing 0.34 acres, more or less, as more particularly described in that certain Warranty Deed recorded in Book 35, Page 50, in the records of the Sublette County Clerk and Recorder's office.

Section 09: A tract of land located in the NE1/4NE1/4 described as follows: Beginning at a point located North 14° 41' 10" West, 4,140.25 feet from the Southeast corner of said section 9, thence from said pint of beginning North 03° 13' 10" West, 849.94 feet; thence North 86° 46' 50" East, 727.95 feet; thence South 02° 04' 33" East, 900.17 feet; thence North 89° 11' 14" West, 711.75 feet to the point of beginning, containing 14.45 acres, more or less.

WHEREAS, some question has arisen as to the exact interest owned by the parties hereto, and the records in the above named county are not conclusive as to the exact interest owned by the parties hereto in and to the undivided 100% of the oil, gas and other minerals, in and under and that may be produced in said lands, and

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (10.00+) and the mutual advantages to be derived hereunder, the undersigned parties and each of them do hereby agree, declare and stipulate that their interest in and to the oil, gas and other minerals, in and under, and that may be produced from the above described lands is as follows:

Norman F. Pape.....an undivided 25.00% interest
Miriam Davison, ...an undivided 25.00% interest
Karmen Marincic, ...an undivided 25.00% interest
Earl L. Babcock and Nadine F. Babcock, as Trustees of the Earl L.
Babcock Family Trust under Trust Agreement dated February 3, 1989,.....an undivided 25.00% interest
Kenneth P. Marincic and Rebecca J. Marincic, husband and wife, ...none

AND FURTHER, the undersigned do hereby, grant, bargain, sell, convey, warrant, transfer and deliver, each onto the other, whatever interest necessary, in and to all of the oil gas and other minerals, in and under and that may be produced from the above described lands, to effectuate the purpose of this instrument.

The above named persons have and claim the fractional interest in 100% of the oil, gas, and other minerals, in said lands as set opposite their names and no greater interest. This instrument is binding upon and effective as to the interest of each party who executed the same without regard as to whether it is executed by any other person whomsoever. This instrument shall be binding upon the parties hereto, their heirs, successors and assigns, and may be executed in counterpart.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claims whatsoever, of the said Grantor(s), either in law or in equity, to the only proper use, benefit of the said Grantees, their heirs and assigns forever.

Executed as of this 22nd day of May, 2002, and to be effective as of May 1, 2002.

× Norman F. Pape
Norman F. Pape

× Barbara J. Pape
Barbara Pape

INITIAL HERE

× Alvin Bud Davison
Alvin "Bud" Davison

× Miriam L. Davison
Miriam Davison, aka Mariam L. ~~Davision~~ Davison, aka Miriam L. Davison

× Karmen Marincic
Karmen Marincic, aka Karmen E. Marincic, aka Karmen P. Marincic.

× Kenneth P. Marincic
Kenneth P. Marincic

× Rebecca J. Marincic
Rebecca J. Marincic

Earl L. Babcock Family Trust under Trust Agreement dated February 3, 1989

By: × Earl L. Babcock, Trustee
Earl L. Babcock, Trustee

By: × Nadine F. Babcock, Trustee
Nadine F. Babcock, Trustee

291328

June 25 2002 10:00a
IN BOOK 120 O+G PAGE 1
FEES $8.00
SUBLETTE COUNTY CLERK WYOMING
By Beth Scheer

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6, day of June, 2002, personally appeared, Earl L. Babcock and Nadine F. Babcock, as Trustees for the Earl L. Babcock Family Trust under Trust Agreement dated February 3, 1989, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 hereinabove written.

My commission expires: 8/8/02

SEAL: TRACEY L HOOVER NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 8, 2002

Notary Public: Tracey L Hoover
Address: Cora WY

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6, day of June, 2002, personally appeared, Norman F. Pape and Barbara Pape, husband and wife, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 hereinabove written.

My commission expires: 8/8/02

SEAL:

Notary Public: Tracey L Hoover
Address: Cora WY

INITIAL HERE

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6, day of June, 2002, personally appeared, Alvin "Bud" Davison and Miriam Davison, also known as Mariam L. Davison, also known as Miriam L. Davison, husband and wife, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 hereinabove written.

My commission expires: 8/8/02

SEAL: TRACEY L HOOVER NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 8, 2002

Notary Public: Tracey L Hoover
Address: Cora WY

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6, day of June, 2002, personally appeared, Karmen Marincic, also known as Karmen E. Marincic, also known as Karmen P. Marincic, a widow, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she 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 hereinabove written.

My commission expires: 8/8/02

SEAL: TRACEY L HOOVER NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 8, 2002

Notary Public: Tracey L Hoover
Address: Cora WY

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6, day of June, 2002, personally appeared, Kenneth P. Marincic and Rebecca J. Marincic, husband and wife, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 hereinabove written.

My commission expires: 8/8/02

SEAL: TRACEY L HOOVER NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 8, 2002

Notary Public: Tracey L Hoover
Address: Cora WY

[redacted] [redacted] [redacted]

RECORDED July 1 2002 4:00 PM
IN BOOK 122 OF G PAGE 3
FEES $ 5.00 m L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stro

ASSIGNMENT

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE § 291412

THIS ASSIGNMENT ("Assignment") dated the 22nd day of March, 2002 and effective as of February 22, 2002 ("Effective Date"), is from WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, with a mailing address of P. O. Box 3102, Tulsa, Oklahoma 74101 (referred to herein as "Assignor") to PRIMA OIL & GAS COMPANY whose address is 1099 18th Street, Suite 400, Denver, Colorado 80202, HELM ENERGY, LLC with a mailing address of 5251 DTC Parkway, Suite 425, Greenwood Village, Colorado 80111, MCLISH RESOURCES, L.L.P. with a mailing address of 633 17th Street, Suite 1650, Denver, Colorado 80202, RIGGS OIL & GAS CORPORATION, whose address is P.O. BOX 711, Farmington, New Mexico 84799, GASCONADE OIL CO. with a mailing address of 633 17th Street, Suite 1650, Denver, Colorado 80202 and W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUCKLE REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996 whose address is 633 17th Street, Suite 1650, Denver, Colorado 80202 (referred to herein as "Assignee(s)").

For and in consideration of Ten Dollars ($10.00) and good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby grants, conveys, and assigns unto Assignee(s), in their respective percentages referenced in paragraph (c) an interest in the following leasehold and agreements (hereinafter collectively referred to as the "Properties"):

(a) 33.9286% of Assignor's undivided oil and gas leasehold interests, oil, gas and mineral leasehold interests and working interests ("Leases"), identified on Exhibit "A" attached hereto and incorporated herein by reference.

(b) An undivided 33.9286% interest in and to Assignor's right, title and interest in and to all easements, permits, licenses, servitudes, rights of way and surface use agreements ("Agreements") to the extent the same are situated upon or used or held for future use in connection with the exploration, development or operation of the properties and interests described in Exhibit "A", or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals.

(c) It is the Assignor's intent to convey to Assignee(s) a cumulative 33.9286% of Assignor's undivided interest in the Properties, thereby vesting in each Assignee the ownership percentage set out below:

Prima Oil & Gas Company	12.5000%
Helm Energy, LLC	15.0000%
McLish Resources, L.L.P.	2.1429%
Riggs Oil & Gas Corporation	2.1429%
Gasconade Oil Co.	1.4286%
W. Clifton Arbuckle, Trustee	0.7142%

TO HAVE AND TO HOLD the Properties unto Assignee(s) and its successors and assigns, and Assignor hereby binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, title to the Properties unto Assignee(s) and Assignee's successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof by, through or under Assignor but not otherwise; and further, subject to the following terms, covenants and conditions:

1. Encumbrances. Assignee(s) agrees to bear its proportionate part of the Burdens. For purposes hereof, "Burdens" shall mean all royalties (including the royalty reserved to the owners of the minerals covered by an oil and gas lease under the terms of such lease), overriding royalties, production payments, carried working interest, and all other payments out of production with the which the Properties are burdened as of the Effective Date of this Assignment..

2. Leases and Other Contracts and Agreements. This Assignment is made by Assignor and accepted by Assignee(s) subject to all terms, covenants and conditions of the Properties and to the terms, covenants and conditions of the instruments, contracts and agreements affecting the Properties or production therefrom and the same shall bind Assignee(s) and Assignee's successors and assigns on and after the Effective Date hereof.

3. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF WYOMING, EXCLUDING ANY CONFLICT OF LAW RULES WHICH MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

4. Observance of Laws. This Assignment is made by Assignor and accepted by Assignee(s) subject to all applicable laws, ordinances, rules and regulations.

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

3

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated March 22, 2002, by and between Williams Production Rocky Mountain Company, Assignor, and Helm Energy LLC, Prima Oil and Gas Company, McLish Resources, L.L.P., Riggs Oil and Gas Corporation, Gasconade Oil Co. and W. Clifton Arbuckle as Trustee of the W. Clifton Arbuckle Revocable Trust under Trust Agreement dated January 1, 1996, Assignee(s).

1. Oil and Gas dated September 13, 2001, however effective February 22, 2002 between Analind Corporation, Ltd. and Willow Springs Cattle Company as Lessors and William Production Rocky Mountain Company as Lessee as recorded under Memorandum of Oil and Gas Lease in the County Clerks Office in Sublette County, Wyoming in Book 120 O&G at page 682.

2. An unrecorded Surface Use Agreement dated September 13, 2001, however effective February 22, 2002 between Analind Corporation, Ltd. and Willow Springs Cattle Company as Grantor and William Production Rocky Mountain Company as Operator.

   The Oil and Gas Lease and Surface Use Agreement both cover the following lands in Sublette County, Wyoming:

   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.

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

[redacted] [redacted] [redacted]

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

This instrument is signed on the date(s) set forth adjacent to each signature, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Date: 3/22/02

By: _____
Dorsey Roach
As Attorney-in-fact

CB

ASSIGNEE(S)

HELM ENERGY, LLC

Date: _____

By: _____

PRIMA OIL & GAS COMPANY

Date: 4/30/02

By: _____
G. Walter Lunsford, Attorney-in-Fact

MCLISH RESOURCES, L.L.P.

Date: _____

By: _____

RIGGS OIL AND GAS CORPORATION

Date: _____

By: _____

GASCONADE OIL CO.

Date: _____

By: _____

W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUKLE REVOCABEL TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996

Date: _____

By: _____

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Dorsey Roach, Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, in the capacity therein stated and on behalf of said corporation.

Teresa R. Higgins
Notary Public in and for the State of Oklahoma
My Commission Expires: 6-12-05

OKLAHOMA NOTARY PUBLIC
TERESA R.
HIGGINS
TULSA COUNTY
COMM EXP.
06-12-2005

ACKNOWLEDGMENTS FOR USE IN ARIZONA, OREGON, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, NEW MEXICO

STATE OF_____)
) SS.
COUNTY OF_____)

(INDIVIDUAL ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____

_____

My Commission Expires: _____

_____
Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

(CORPORATE ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 30 day of April, 2002, by G. Walter Lunsford, Attorney-in-Fact of Prima Oil & Gas Company a Colorado corporation, on behalf of the corporation.

My Commission Expires: 1-14-2003

D. Cruickshank
Notary Public
D. Cruickshank

D. CRUICKSHANK
NOTARY
PUBLIC
STATE OF COLORADO

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

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

This instrument is signed on the date(s) set forth adjacent to each signature, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Date: 3/22/02

By: _____
Dorsey Roach
As Attorney-in-fact

ASSIGNEE(S)

HELM ENERGY, LLC

Date: 4-1-02

By: _____
Joseph H. Brinkman, President

PRIMA OIL AND GAS COMPANY

Date: _____

By: _____

MCLISH RESOURCES, L.L.P.

Date: _____

By: _____

RIGGS OIL AND GAS CORPORATION

Date: _____

By: _____

GASCONADE OIL CO.

Date: _____

By: _____

W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUKLE REVOCABEL TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996

Date: _____

By: _____

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Dorsey Roach, Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, in the capacity therein stated and on behalf of said corporation.

OKLAHOMA NOTARY PUBLIC
TERESA R. HIGGINS
TULSA COUNTY
COMM EXP 06-12-2005

Teresa R. Higgins
Notary Public in and for the State of Oklahoma
My Commission Expires: 6-12-05

ACKNOWLEDGMENTS FOR USE IN ARIZONA, OREGON, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, NEW MEXICO

STATE OF_____)
) SS. **(INDIVIDUAL ACKNOWLEDGMENT)**
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____

_____

My Commission Expires: _____

_____
Notary Public

STATE OF Colorado)
) SS. **(CORPORATE ACKNOWLEDGMENT)**
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 1st day of April, 2002, by Joseph H. Brinkman, President of Helm Energy, LLC a Colorado Limited Liability Company, on behalf of the ~~corporation~~ Company.

My Commission Expires: 1/24/06

Florence Sherrard
Notary Public

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

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

This instrument is signed on the date(s) set forth adjacent to each signature, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Date: 3/22/02

By: _____
Dorsey Roach
As Attorney-in-fact

ASSIGNEE(S)

HELM ENERGY, LLC

Date: _____

By: _____

PRIMA OIL AND GAS COMPANY

Date: _____

By: _____

MCLISH RESOURCES, L.L.P.

Date: 3-28-02

By: _____, President of Gen'l Ptnr, McLish Ptr. Co.

RIGGS OIL AND GAS CORPORATION

Date: _____

By: _____

GASCONADE OIL CO.

Date: _____

By: _____

W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUKLE REVOCABEL TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996

Date: _____

By: _____

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

10

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Dorsey Roach, Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, in the capacity therein stated and on behalf of said corporation.

OKLAHOMA NOTARY PUBLIC
COMM EXP. 06-12-2005
TERESA R. HIGGINS
TULSA COUNTY

Teresa R. Higgins
Notary Public in and for the State of Oklahoma
My Commission Expires: 6-12-05

ACKNOWLEDGMENTS FOR USE IN ARIZONA, OREGON, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, NEW MEXICO

STATE OF _____)
) SS. **(INDIVIDUAL ACKNOWLEDGMENT)**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____

_____

My Commission Expires: _____

_____
Notary Public

STATE OF Colorado)
) SS. **(CORPORATE ACKNOWLEDGMENT)**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 28th day of March, 2002, by H. P. McLish of McLish Resources, L.L.P. a Colorado ~~corporation~~ Partnership, on behalf of the ~~corporation~~ Partnership.

My Commission Expires: 6-29-03

W. Clifton Arbuckle
Notary Public
W. Clifton Arbuckle

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

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

This instrument is signed on the date(s) set forth adjacent to each signature, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Date: 3/22/02

By: _____
Dorsey Roach
As Attorney-in-fact

ASSIGNEE(S)

HELM ENERGY, LLC

Date: _____

By: _____

PRIMA OIL AND GAS COMPANY

Date: _____

By: _____

MCLISH RESOURCES, L.L.P.

Date: _____

By: _____

RIGGS OIL AND GAS CORPORATION

Date: 3/30/02

By: _____

GASCONADE OIL CO.

Date: _____

By: _____

W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUKLE REVOCABEL TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996

Date: _____

By: _____

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Dorsey Roach, Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, in the capacity therein stated and on behalf of said corporation.

Teresa R. Higgins
Notary Public in and for the State of Oklahoma
My Commission Expires: 6-12-05

OKLAHOMA NOTARY PUBLIC
COMM EXP
06-12-2005
TERESA R.
HIGGINS
TULSA COUNTY

ACKNOWLEDGMENTS FOR USE IN ARIZONA, OREGON, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, NEW MEXICO

STATE OF_____)
) SS.
COUNTY OF_____)

(INDIVIDUAL ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____

_____

My Commission Expires: _____

_____
Notary Public

STATE OF NM)
) SS.
COUNTY OF San Juan)

(CORPORATE ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 30th day of March, 2002. by Elliott A. Riggs, President of Riggs Oil + Gas Corp a NM corporation, on behalf of the corporation.

My Commission Expires: 9/20/05

L. Ann Fouts
Notary Public

NOTARY PUBLIC
STATE OF NEW MEXICO

RETURN TO:
WILLIAMS PRODUC
P.O. BOX 3102
TULSA, OKLAHOMA 74101

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

This instrument is signed on the date(s) set forth adjacent to each signature, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Date: 3/22/02

By: _____
Dorsey Roach
As Attorney-in-fact

ASSIGNEE(S)

HELM ENERGY, LLC

Date: _____

By: _____

PRIMA OIL AND GAS COMPANY

Date: _____

By: _____

MCLISH RESOURCES, L.L.P.

Date: _____

By: _____

RIGGS OIL AND GAS CORPORATION

Date: _____

By: _____

GASCONADE OIL CO.

Date: 3-28-02

By: W. Clifton Arbuckle, Pres.

W. CLIFTON ARBUCKLE AS TRUSTEE OF THE W. CLIFTON ARBUKLE REVOCABEL TRUST UNDER TRUST AGREEMENT DATED JANUARY 1, 1996

Date: 3-28-02

By: W. Clifton Arbuckle, Trustee

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Dorsey Roach, Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, in the capacity therein stated and on behalf of said corporation.

OKLAHOMA NOTARY PUBLIC
COMM EXP. 06-12-2005
TERESA R. HIGGINS
TULSA COUNTY

Teresa R. Higgins
Notary Public in and for the State of Oklahoma
My Commission Expires: 6-12-05

ACKNOWLEDGMENTS FOR USE IN ARIZONA, OREGON, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, NEW MEXICO

STATE OF Colorado)
) SS. **(INDIVIDUAL ACKNOWLEDGMENT)**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 28th day of March, 2002, by W. Clifton Arbuckle, Trustee of the W. Clifton Arbuckle Revocable Trust under Trust Agreement dated 1-1-96.

My Commission Expires: 1/4/04

NOTARY PUBLIC

Notary Public

STATE OF Colorado)
) SS. **(CORPORATE ACKNOWLEDGMENT)**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 28th day of March, 2002, by W. Clifton Arbuckle as President of Gasconade Oil Co., a Colorado corporation, on behalf of the corporation.

My Commission Expires: 1/4/04

NOTARY PUBLIC

Notary Public

RETURN TO:
WILLIAMS PRODUCTION COMPANY
P.O. BOX 3102
TULSA, OKLAHOMA 74101

ASSIGNMENT OF OIL, GAS LEASES

291444

RECORDED July 1 2002 4:00PM
IN BOOK 122 Bk6 PAGE 15
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual benefits to be derived, **DOLAR ENERGY L.L.C.**, whose address is 935 East South Union Avenue, Suite D-202 Midvale, UT 84047-2393 (hereinafter referred to as "Assignor"), does hereby bargain, assign, transfer, sell and convey unto **WILLIAMS PRODUCTION RMT COMPANY**, 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202 (hereinafter referred to as "Assignee") all of Assignor's right, title and interest in and to those certain oil, gas and leases ("Leases") described on Exhibit "A" attached hereto and made a part hereof.

Assignor saves, excepts and reserves unto Asignor, its sucessors and assigns an overriding royalty interest, (proportionately reduced), equal to the difference between 82.50% and all royalty, overriding royalty, production payments, and other burdens on the Assignor's working interest net revenue interest, which encumber the Leases and are of record as of the Effective Date of this Assignment. Assignor and Assignee recognize that the royalty, and any overriding royalty, production payment and other burdens may vary from Lease to Lease, and the overriding royalty interest assigned to Assignee in each Lease may vary in amount from Lease to Lease.

This Assignment of Oil, Gas Leases is made subject to the terms of that certain Letter Agreement dated May 13, 2002 by and between the parties, and as referenced therein, is limited to those depths below the base of the MesaVerde formation as defined as the top of the Laseart Sandstone, as encountered at a depth of 4,310 ft. in the Apache Corp. Vernon Johnson #1-14 located in the SESW Section 14: Township 30 North, Range114 West.

This Assignment of Oil, Gas Leases is made without any representations or warranties of title, expressed or implied, except by, through and under Assignor, but no further, and is made subject to all the terms, conditions and reservations as set forth in said Leases therein made as of the date of this assignment. Assignee hereby assumes and agrees to perform all covenants of Assignor attributable to the interest hereby assigned under said Leases.

EXHIBIT "A"

Attached to and made a part of that certain Assignment
of Oil and Gas Leases dated May 31st, 2002 by and between:
Dolar Energy L.L.C., as Assignor, and Williams Production RMT Company, as Assignee.

SUBLETTE COUNTY, WYOMING

(All leases cover the following described land)

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW/4
Section 21: E/2NE/4
Section 22: SE/4NE/4, W/2NE/4, NW/4
Section 23: SE/4NE/4,W/2NE/4, NW/4, N/2S/2
Containing 960.00 acres more or less.

LESSOR:	May Brown Jones, heir to the Estate of Inez P. Finnegan
LESSEE:	Dolar Energy, L.L.C.
DATED	1/24/2002
RECORDED	Book 121 O&G, Page 111
LESSOR:	Kathleen A. King, as Trustee of the Kathleen A. King Revocable Living Trust
LESSEE:	Dolar Energy, L.L.C.
DATED	1/24/2002
RECORDED	Book 121 O&G, Page 107
LESSOR:	Beulah Louise Riggan, heir to the Estate of Inez P. Finnegan, deceased
LESSEE:	Dolar Energy, L.L.C.
DATED	1/24/2002
RECORDED	Book 121 O&G, Page 105
LESSOR:	Kathleen A. King, and Russlene Van Noy, as Co-Trustees of the Clifford R. Daniels Revocable Trust dated October 21, 1993
LESSEE:	Dolar Energy, L.L.C.
DATED	1/22/2002
RECORDED	Book 12I O&G, Page 138

EXECUTED this 31st day of May, 2002, but effective for all purposes on the 13th day of May, 2002.

Assignor:
Dolar Energy L.L.C.

Mark S. Dolar

Title: Managing Member

Assignee:
Williams Production RMT Company

By: Joseph P. Barrett
Attorney-in-Fact

Title: _____

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 13th day of May, 2002, by Mark S. Dolar, Managing Member of Dolar Energy L.L.C.

Witness my hand and official seal.
My Commission expires: 01-05-04

KATHLEEN M. VAN WART
NOTARY PUBLIC • STATE OF UTAH
8174 SO. 2660 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

Kathleen M. Van Wart
Notary Public Signature

==========

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of June May, 2002, by Joseph P. Barrett as Attorney-in-fact of Williams Production RMT Company on behalf of said corporation.

Witness my hand and official seal.
My Commission expires: 5/22/03

Patti E. Rives
Notary Public Signature

PATTI E. RIVES
NOTARY PUBLIC
STATE OF COLORADO

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

McMurry Oil Company, a Wyoming corporation, whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202, and Brown Grindstone, Inc., a Texas corporation, whose address is c/o Petroleum Strategies, Inc., 303 West Wall, Suite 1500, Midland, Texas 79701 (collectively, "Assignor") for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto SWEPI LP, a Delaware limited partnership ("Assignee"), whose address is P.O. Box 576, Houston, Texas 77001, the following (collectively, the "Assets"):

(A) All of Assignor's right, title and interest in and to the fee mineral interests, leasehold interests, royalty and overriding royalty interests owned by Assignor as of March 1, 2002 (the "Effective Date") described on Exhibit A-1 (the "Leases").

(B) All of Assignor's right, title and interest in and to the lands covered by or subject to the Leases (the "Lands").

(C) All of Assignor's right, title and interest in and to each well (whether producing, plugged and abandoned, shut-in, injection or water supply), well completion, multiple well completion, unit or other subdivision of property described in Exhibit A-2 or owned by Assignor in connection with the Leases or Lands (the "Wells").

(D) All of Assignor's right, title and interest in and to all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the Leases or the Lands and either (a) in storage tanks on the Effective Date or (b) sold on or after the Effective Date (the "Substances").

(E) All right, title and interest of Assignor in and to or derived from the following (collectively, the "Incidental Rights"):

(a) all rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands;

(b) all rights with respect to any pooled, communitized or unitized acreage by virtue of any of the Assets being a part thereof;

(c) all contracts, commitments, agreements, and arrangements that in any way relate to the Assets, including the production, storage, treatment, transportation, processing, purchase, sale, disposal or other disposition of Substances therefrom or in connection therewith and any and all amendments, ratifications or extensions of the foregoing, together with (a)

291490

July 3 02 1:30
BOOK 182 PAGE 18
FEES 29.00
SUBLETTE COUNTY CLERK
WYOMING
By Cathy Sexton

19

all rights, privileges, and benefits of Assignor thereunder arising on or after the Effective Date, (b) all rights of Assignor thereunder to audit the records of any party thereto and to receive refunds of any nature thereunder, relating to periods after the Effective Date, (c) all claims for take-or-pay or other similar payments arising before or after the Effective Date that have not been disclosed in any Exhibit to that certain Asset Purchase and Sale Agreement by and among Fort Collins Consolidated Royalties, Inc., McMurry Oil Company and SWEPI LP (d/b/a Shell Western E&P) dated May 23, 2002 (the "Asset Purchase and Sale Agreement"), and (d) rights to make claims and receive proceeds under any insurance policy held by or on behalf of Assignor in connection with the Assets for any claim that arises from the Effective Date through the Closing Date in connection with the Assets (collectively, the "Contracts");

(d) all leases, easements, privileges, right-of-way agreements, licenses or other agreements relating to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production or development of Substances from the Assets (collectively, the "Surface Contracts);

(e) all real and personal property located upon the Lands or used in connection with the exploration, construction, development, ownership, use, maintenance or operation of the Assets, including without limitation, accounts, accounts receivable, inventory, liens, security interests, permits, tanks, boilers, buildings, fixtures, machinery, equipment, pipelines, utility lines, power lines, telephone lines, telegraph lines, roads and other appurtenances; and

(f) any and all of Assignor's books, records, contracts, agreements, abstracts of title, title opinions, title files, ownership maps, lease files, assignments, division orders, reserve reports and other documents and reports relating to the Assets, including without limitation the following (collectively, the "Records"):

(i) Well information, including drilling records, well logs, well files, and production records;

(ii) Information and records concerning past payment of excise taxes, property taxes, severance taxes, ad valorem taxes, franchise taxes, production taxes and any other taxes assessed against or related to real and personal property and production activities associated with the Assets;

(iii) Accounting information, invoices and other records concerning field expenses, payments made to royalty owners, lessors, contractors and other third parties and concerning

payments/proceeds received from working interest owners, purchasers of production and any other third parties;

(iv) Any and all information concerning environmental matters including studies, reports, testing and sampling results, inspections, correspondence with contractors, government agencies or any other third parties, and any other information related to the environmental condition of the Assets or operations thereon; and

(v) Any and all information and records related to regulatory matters of any kind involving federal, state or local governmental agencies such as (but not limited to) permits, applications for agency action, enforcement proceedings, rulemaking and any similar regulatory activities.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the Permitted Encumbrances, as defined in the Asset Purchase and Sale Agreement.

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

1. THIS ASSIGNMENT IS MADE WITHOUT WARANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS AND WILL DEFEND THE ASSETS CONVEYED UNTO ASSIGNEE FROM AND AGAINST ALL PERSONS CLAIMING THE ASSETS OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

2. This Assignment is made subject to the Asset Purchase and Sale Agreement. If there is any conflict between the terms of this Assignment and the terms of the Asset Purchase and Sale Agreement, the Asset Purchase and Sale Agreement shall control in all respects and shall not merge into the terms of this Assignment.

3. This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof.

4. Assignor agrees to execute 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 rights, obligations, titles and interests and estates in the Assets.

5. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on this, the 6th day of June, 2002. This Assignment shall be effective at 7:00 a.m. (in the locale where the Assets are located) on March 1, 2002.

ASSIGNOR:

McMURRY OIL COMPANY

By: _____
Name: Roger J. Biemans
Title: President

BROWN GRINDSTONE, INC.

By: _____
Name: Cary D. Brown
Title: Vice President

ASSIGNEE:

SWEPI LP

By: _____
Name: _____
Title: Attorney - In - Fact

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

This instrument was acknowledged before me on June 6th, 2002, by Roger J. Biemans as President of McMurry Oil Company, a Wyoming corporation, on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: 3-10-04

Judith B. Sisneros
Notary Public

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

STATE OF TEXAS)
) ss.
COUNTY OF Midland)

This instrument was acknowledged before me this 6th day of June, 2002, by Carey D. Brown as the Vice President of Brown Grindstone, Inc., a Texas corporation, on behalf of such company.

WITNESS my hand and official seal.

My commission expires: 2-5-04

Ann Adams
Notary Public

ANN ADAMS
Notary Public, State of Texas
My Commission Expires 02-05-04

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 19th day of June, 2002, by Y. N. Youssef, as the Attorney-in-Fact of SWEPI LP, a Delaware limited partnership, on behalf of such company.

WITNESS my hand and official seal.

My commission expires: 6-14-2003

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2003

Gayle Kacal
Notary Public

EXHIBIT A-1

	MOC Lease No.	Name/Serial No.	Lessee	Recording Bk	Recording Pg	Lease Date	Expiration Date	Legal Description	Depth
1	WY-051-00024-00	WYW-141753	L. M. Grace, Jr.	115	102	8/1/1990		Township 29 North, Range 107 West, 6th P.M. Section 10: SW/4 Section 15: NE/4, SW/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4	All Depths **
2	WY-051-00031-00	ST WY 94-00148	McMurry Oil Co.	96	426	4/2/1994		Township 29 North Range 107 West, 6th P.M. Section 16: NE/4, SW/4	All Depths **
3	WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	88	447	4/2/1992		Township 30 North, Range 108 West, 6th P.M. Section 36: All	All Depths **

** A contractual right to earn an undivided interest in "deep rights" in the offsetting checkerboard was created under the terms of the Deep Rights JOA attached to the Snyder Purchase & Sale Agreement dated 6/1/94. Pursuant to Article XV.9, in the event a well is proposed and subsequently drilled to a depth greater than the base of the Mesa Verde formation, the WI owners shall cross-assign all their interest below the base of the Mesa Verde in the section in which the well is located.

EXHIBIT A-2

WELL NAME	LEGAL DESC	STATE OR FEDERAL LEASE	ENTITY	OPERATOR
FALCON 1-36	1 36 30N 108W	ST WY 92-00198	MOC	Shell Rocky Mtn Prod LLC
FALCON 8-36	8 36 30N 108W	ST WY 92-00198	MOC	Shell Rocky Mtn Prod LLC

RELEASE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENTS

THIS RELEASE is made and given by EnCANA OIL & GAS (USA) INC. ("EnCANA") to BROWN GRINDSTONE, INC. ("B-G") on the date set forth below but effective as of May 29, 2002.

WHEREAS, B-G, as Mortgagor, and EnCANA, as Mortgagee, executed that certain Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement (the "Mortgage") dated as of May 29, 2002, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference;

WHEREAS, the Mortgage has not been filed of record;

WHEREAS, SWEPI LP (d/b/a Shell Western E & P) is the successor in title to the Mortgaged Property;

WHEREAS, EnCANA was and as of the date hereof remains the sole mortgagor and beneficiary of the Mortgage;

WHEREAS, EnCANA has not assigned any of its interest in the Mortgage; and

WHEREAS, the indebtedness and all Obligations secured by the Mortgage, together with all interest and charges thereon (the "Indebtedness"), have been fully paid and satisfied and EnCANA desires to release the Mortgage.

NOW, THEREFORE, in consideration of the full payment and satisfaction of the Indebtedness and in consideration of the premises, the receipt and sufficiency of which are hereby acknowledged, EnCANA hereby releases and forever quitclaims to B-G and its successors and assigns, including SWEPI LP (d/b/a Shell Western E & P) as successor in title to the Mortgaged Property, any and all interest EnCANA may have or be entitled to by virtue of the Mortgage. EnCANA declares its interest to be fully released and discharged from any and all liens, security interests and assignments granted or created by reason of the Mortgage. EnCANA further states and affirms it no longer claims a security interest in the collateral described by the Mortgage.

TO HAVE AND TO HOLD, together with all and singular the privileges and appurtenances thereunto belonging, forever.

Terms defined in the Mortgage shall have the same meaning herein.

291491

RECORDED July 3 2002 1:30 PM
IN BOOK 182 OG PAGE 26
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

1

EXECUTED this 12th day of June, 2002.

EnCANA OIL & GAS (USA) INC.

By: _____
Roger J. Biemans, President

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

The foregoing instrument was acknowledged before me this 12th day of June, 2002, by Roger J. Biemans as President of EnCANA Oil & Gas (USA) Inc.

_____
Notary Public

My commission expires: 3-17-04

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

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EXHIBIT "A"
To
Release of Mortgage

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT

Dated as of May 29, 2002

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT CONTAINS A NOTICE OF SECURITY INSTRUMENT AFFECTING REAL PROPERTY IN EACH COUNTY IN WHICH IT IS RECORDED.

THIS INSTRUMENT SHALL BE EFFECTIVE AS, AMONG OTHER THINGS, A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE. THE COLLATERAL INCLUDES FIXTURES AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBITS "A-1," OIL AND GAS PRODUCED THEREFROM AND ACCOUNTS ATTRIBUTABLE THERETO, SAID PRODUCTION AND ACCOUNTS BEING FINANCED AT THE WELLHEAD OF THE WELLS AND PROPERTIES DESCRIBED IN EXHIBIT "A-2" ATTACHED HERETO.

Please return documents with filing information
to
Alan J. Brown
Lynch, Chappell & Alsup
300 North Marienfeld, Suite 700
Midland, Texas 79701

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That as of the 29th day of May, 2002, **BROWN GRINDSTONE, INC.** (herein called "Mortgagor") whose address is P.O. Box 5562, Midland, Texas 79704, to secure payment and performance of the Obligation (hereinafter defined), and for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other valuable consideration in hand paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the debt hereinafter mentioned, has **GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED,** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL, ASSIGN, TRANSFER,** and **CONVEY**, unto **EnCANA OIL & GAS (USA) INC.**, whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202 with power of sale, the following assets and properties, whether now owned by Mortgagor or hereafter acquired by Mortgagor (herein collectively called the "Mortgaged Property"), to-wit:

(A) All of Mortgagor's right, title and interest in and to the fee mineral interests, leasehold interests, royalty and overriding royalty interests owned by Mortgagor as of March 1, 2002 (the "Effective Date") described on Exhibit A-1 (the "Subject Leases").

(B) All of Mortgagor's right, title and interest in and to the lands covered by or subject to the Subject Leases (the "Lands").

(C) All of Mortgagor's right, title and interest in and to each well (whether producing, plugged and abandoned, shut-in, injection or water supply), well completion, multiple well completion, unit or other subdivision of property described in Exhibit A-2 or owned by Mortgagor in connection with the Subject Leases or Lands (the "Wells").

(D) All of Mortgagor's right, title and interest in and to all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the Subject Leases or the Lands and either (a) in storage tanks on the Effective Date or (b) sold on or after the Effective Date (the "Substances").

(E) All right, title and interest of Mortgagor in and to or derived from the following (collectively, the "Incidental Rights"):

(a) all rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands;

(b) all rights with respect to any pooled, communitized or unitized acreage by virtue of any of the Mortgaged Property being a part thereof;

(c) all contracts, commitments, agreements, and arrangements that in any way relate to the Mortgaged Property, including the production, storage, treatment, transportation, processing, purchase, sale, disposal or other disposition of Substances therefrom or in connection therewith and any and all amendments, ratifications or extensions of the foregoing, together with (a) all rights, privileges, and benefits of Mortgagor thereunder arising on or after the Effective Date, (b) all rights of Mortgagor thereunder to audit the records of any party thereto and to receive refunds of any nature thereunder, relating to periods after the Effective Date, (c) all claims for take-or-pay or other similar payments arising before or after the Effective Date that have not been disclosed to Mortgagee, and (d) rights to make claims and receive proceeds under any insurance policy held by or on behalf of Mortgagor in connection with the Mortgaged Property for any claim that arises from the Effective Date through the Closing Date in connection with the Mortgaged Property (collectively, the "Contracts");

(d) all leases, easements, privileges, right-of-way agreements, licenses or other agreements

relating to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production or development of Substances from the Mortgaged Property (collectively, the "Surface Contracts);

(e) all real and personal property located upon the Lands or used in connection with the exploration, construction, development, ownership, use, maintenance or operation of the Mortgaged Property, including without limitation, accounts, accounts receivable, inventory, liens, security interests, permits, tanks, boilers, buildings, fixtures, machinery, equipment, pipelines, utility lines, power lines, telephone lines, telegraph lines, roads and other appurtenances; and

(f) any and all of Mortgagor's books, records, contracts, agreements, abstracts of title, title opinions, title files, ownership maps, lease files, assignments, division orders, reserve reports and other documents and reports relating to the Mortgaged Property, including without limitation the following (collectively, the "Records"):

(i) Well information, including drilling records, well logs, well files, and production records;

(ii) Information and records concerning past payment of excise taxes, property taxes, severance taxes, ad valorem taxes, franchise taxes, production taxes and any other taxes assessed against or related to real and personal property and production activities associated with the Mortgaged Property;

(iii) Accounting information, invoices and other records concerning field expenses, payments made to royalty owners, lessors, contractors and other third parties and concerning payments/proceeds received from working interest owners, purchasers of production and any other third parties;

(iv) Any and all information concerning environmental matters including studies, reports, testing and sampling results, inspections, correspondence with contractors, government agencies or any other third parties, and any other information related to the environmental condition of the Mortgaged Property or operations thereon; and

(v) Any and all information and records related to regulatory matters of any kind involving federal, state or local governmental agencies such as (but not limited to) permits, applications for agency action, enforcement proceedings, rulemaking and any similar regulatory activities.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof in anywise appertaining or belonging thereto, unto the Mortgagee and Mortgagee's successors and assigns, forever, and Mortgagor hereby binds and obligates Mortgagor and Mortgagor's successors to warrant and forever defend, all and singular, the Mortgaged Property unto the Mortgagee and to Mortgagee's successors and assigns, against the lawful claims of any and all persons whomsoever claiming or to claim the same, or any part thereof by, through and under Mortgagor, **SUBJECT, HOWEVER, ONLY** to Permitted Liens.

This Mortgage is made upon the terms and provisions hereinafter set out to secure the full and final payment and performance of the Obligation.

To further secure the Obligation, Mortgagor hereby grants to Mortgagee, a security interest in the Mortgaged Property insofar as such Mortgaged Property consists of equipment, general intangibles, accounts, inventory, fixtures, rights to receive payments and any and all other personal property of any kind or character defined in and subject to the provisions of the applicable Uniform Commercial Code of each state where any of such Mortgaged Property, and the proceeds and products thereof (being herein called the "Collateral"). Upon the occurrence of any default, Mortgagee is

[redacted] [redacted] [redacted]

and shall be entitled to all of the rights afforded a secured party by the applicable Code with reference to the Collateral, or Mortgagee or Mortgagee may proceed as to both the real and personal property covered hereby. Such rights shall be cumulative and under this Mortgage in respect to the real property covered hereby. Such rights shall be cumulative and in addition to those granted to Mortgagee or Mortgagee under any other provision of this Mortgage or under any other instrument executed in connection with or as security for all or any part of the Obligation.

REFERENCE IS MADE TO SECTION 5.13 FOR THE DEFINITIONS OF SEVERAL OF THE TERMS USED HEREIN.

ARTICLE 1
SECURED OBLIGATION

This Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement (herein called the "Mortgage") is made to secure and enforce the following note or notes, guaranty, obligations, indebtedness, covenants, conditions, agreements, loans, advances, debts, and liabilities (herein collectively called the "Obligation"):

Section 1.1 **Letter Agreement**. All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of that certain Letter Agreement for Purchase and Sale of Oil and Gas Rights dated as of May 24, 2002, by and between Mortgagor, as Mortgagee, and Mortgagee, as Mortgagor, and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part (such Letter Agreement, as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being hereinafter called the "Agreement");

Section 1.2 **Note**. That Advance Term Note dated as of May 29, 2002, executed by Mortgagor and payable to the order of Mortgagee in the original principal amount of **Eight Million Nine Hundred and One Thousand Twenty-Seven and No/100 Dollars ($8,901,027)**, bearing interest as specified therein, being payable at Mortgagee's office in Denver, Colorado, or at such other office as Mortgagee shall direct in writing and, if not sooner matured (by acceleration or otherwise), finally maturing on **November 25, 2002** (as the same may be supplemented, amended, modified, extended, and renewed, being referred to herein as the "Note").

Section 1.3 **Other Obligation of Mortgagor**. Any and all other or additional indebtedness or liabilities for which Mortgagor is now or may hereafter become liable to Mortgagee at any time and from time to time, in any manner, either primarily or secondarily, absolutely or contingently, directly or indirectly, jointly, severally, or jointly and severally, and whether matured or unmatured, including all indebtedness and liabilities now or hereafter arising directly out of transactions between Mortgagor and Mortgagee or acquired by Mortgagee outright, conditionally or as collateral security from another Person and whether or not created after payment in full of the notes if this Mortgage shall not have been released of record by Mortgagee.

Section 1.4 **Obligation Arising Under Security Instruments**. All indebtedness, obligations, covenants, conditions, agreements, and liabilities arising pursuant to the provisions, of this Mortgage and/or any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or loan agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the Obligation and/or any part thereof (each such being herein called "other security instruments").

Section 1.5 **Future Advances to Mortgagor**. All loans and advances which Mortgagee may hereafter make to Mortgagor, which the Mortgagor and Mortgagee contemplate may be necessary from time to time. Such future advances, if any, shall be made on such conditions as Mortgagor and Mortgagee may negotiate, but it is specifically agreed that Mortgagee has not hereby agreed to advance any such additional sums.

Section 1.6 **Costs and Expenses**. All sums advanced and costs and expenses incurred by Mortgagee, including without limitation, all reasonable legal, accounting, engineering, management, consulting or like fees, made and incurred in connection with the foregoing Sections 1.1, 1.2, 1.3, 1.4, and 1.5, or any part thereof, or in connection with the acquisition, perfection, realization, maintenance, or preservation of the security therefor, or in connection with the

following Section 1.7, or any thereof, whether such advances, costs, or expenses shall have been made and incurred at the request of Mortgagor or Mortgagee.

Section 1.7 **Renewals, Extension, and Rearrangements**. Any and all renewals, extensions, and/or rearrangements of all or any part of the notes, indebtedness, obligations, debts, loans, advances, covenants, agreements, and liabilities described or to which reference is made in the foregoing Sections 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6.

ARTICLE 2
CERTAIN REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MORTGAGOR

Section 2.1 **Representations and Warranties**. With knowledge that Mortgagee is relying on the representations and warranties made herein without independent investigation, Mortgagor hereby covenants, agrees, represents, and warrants unto Mortgagee:

(a) Title Matters. Mortgagor warrants Defensible Title to the Mortgaged Property from and against all persons claiming by through or under Mortgagor, but not otherwise.

As used herein, "Defensible Title" shall mean, respectively as to each of the Subject Leases, such title held by Mortgagor that (i) entitles Mortgagor to receive not less than the applicable Net Revenue Interest or Net Revenue Interests specified for such Subject Lease in Exhibit "A-1"; (ii) obligates Mortgagor to bear the costs and expenses attributable to the maintenance, development, and operation of such Subject Lease in an amount not greater than the applicable Working Interest or Working Interests specified for such Subject Lease in Exhibit "A-1"; and, (iii) except for Permitted Encumbrances, is free and clear of all liens and encumbrances.

As used herein, "Permitted Encumbrances" shall mean any of the following matters:

(i) any liens for taxes not yet delinquent or, if delinquent, that are being contested in good faith in the ordinary course of business;

(ii) any liens or security interests created by law or reserved in oil, gas and/or mineral leases for royalty, bonus or rental or for compliance with the terms of the Subject Leases other material contracts related to the Mortgaged Property;

(iii) all preference rights and transfer requirements with respect to which (i) waivers or consents are obtained from the appropriate parties, or (ii) the appropriate time period for asserting such rights has expired without an exercise of such rights;

(iv) any easements, rights-of-way, servitudes, permits, licenses, surface leases and other rights with respect to surface operations to the extent such matters do not interfere in any material respect with the operation of the portion of the Mortgaged Property burdened thereby;

(v) all royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens to the extent that the net cumulative effect of such burdens, as to a particular Lease does not operate to reduce the Net Revenue Interest of Mortgagor in such Lease as specified in Exhibit "A-1" or increase the Working Interest of Mortgagor in such Lease as specified in Exhibit "A-1";

(vi) any encumbrance, title defect or other matter (whether or not constituting a Title Defect) waived in writing by Mortgagee;

(vii) rights reserved to or vested in any governmental authority to control or regulate any of the Wells or units included in the Mortgaged Property and all applicable laws, rules, regulations and orders of such authorities so long as the same have not been applied to decrease Mortgagor's Net Revenue Interest below the Net Revenue Interest shown in Exhibit "A-1" or increase the Working Interest of Mortgagor above the Working Interest shown in Exhibit "A-1"; and

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(viii) rights of SWEPI LP (d/b/a Shell Western E&P), as Buyer, under that certain Asset Purchase and Sale Agreement referred to in the Agreement in Section 1.1 above.

(b) Environmental Matters. Mortgagor makes no warranty or representation, express or implied, statutory or otherwise, with respect to any Environmental Matters concerning the Mortgaged Property. As used herein, "Environmental Matters" shall mean (i) any order, notice of responsibility, directive (including requirements embodied in environmental laws), injunction, judgment or similar act (including settlements) by any governmental authority arising out of or under any environmental laws or (ii) pursuant to any Environmental Claim by a governmental authority or other third party. As used herein, "Environmental Claim" shall mean any action or written notice threatening same by any third party alleging potential liability of Mortgagor arising out of or resulting from any past or current, actual or alleged violation of, or liability under, or any remedial obligation under, any environmental law with respect to the Mortgaged Property or as a result of an environmental condition with respect to the Mortgaged Property.

(c) Additional Representations and Warranties of Mortgagor. Mortgagor further represents and warrants to Mortgagee as follows:

(i) Organization and Qualification. Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Mortgagee is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

(ii) Power and Authority. Each Party has all requisite power and authority to carry on its respective business as presently conducted, and to enter into this Mortgage and to perform its obligations hereunder. The execution, delivery and performance of this Mortgage and the transactions contemplated herein have been duly and validly authorized by all requisite action on the part of each Party.

(iii) Due Execution. This Mortgage has been duly executed and delivered on behalf of each Party, and all documents and instruments required hereunder to be executed and delivered by each Party at or prior to Closing shall have been duly executed and delivered.

(iv) Enforceability. This Mortgage constitutes a valid and binding agreement of Mortgagor enforceable against Mortgagor in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors, (ii) general principles of equity, and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.

(v) No Conflict or Violation. Neither the execution and delivery of this Mortgage nor the consummation of the transactions and performance of the terms and conditions contemplated hereby will (i) conflict with or result in a violation or breach of any provision of the certificate of incorporation, bylaws or other similar governing documents of Mortgagor or any material agreement, indenture or other instrument under which Mortgagor is bound; or (ii) violate or conflict with any law applicable to Mortgagor or the Mortgaged Property.

Section 2.2 **Covenants of Mortgagor**. Mortgagor, for Mortgagor and Mortgagor's successors and assigns, covenants and agrees to:

(a) Additional Documents. At any time, and from time to time, upon request by Mortgagee, forthwith execute and deliver to Mortgagee any and all additional instruments and further assurances, and do all acts and things, as may be necessary or proper, in Mortgagee's opinion, to effect the intent of these presents and to evidence and perfect more fully the rights and liens herein created and intended to be created and to protect the rights of Mortgagee hereunder.

(b) Existence and Authority. If applicable, continuously maintain in good standing Mortgagor's corporate existence in the State of Texas or state in which incorporated.

(c) Cure of Defects. If the validity or priority of this Mortgage or of any rights or liens created or evidenced hereby with respect to the Mortgaged Property or any material part thereof shall be endangered or questioned, or shall be attacked directly or indirectly, or if any legal proceedings are instituted against Mortgagor with respect thereto, give written notice thereof within three (3) business days of such event to the Mortgagee and, at Mortgagor's own cost and expense, diligently endeavor to cure any defect that may be developed or claimed, and take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel acceptable to Mortgagee, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Mortgagee (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Property, and all expense so incurred of every kind and character shall be a demand obligation owing by Mortgagor to Mortgagee.

(d) Notice of Claims. Provide Mortgagee within three (3) business days of such event written notice of any (i) claim, action, notice, suspension, or proceeding which could, in the event of an unfavorable outcome, have a material adverse effect on the business and financial affairs of Mortgagor or on the ability to fully perform and abide by the terms, covenants, and conditions hereof, (ii) change in any material fact or circumstance stated, covenanted, represented, or warranted herein or in any of the documents contemplated hereby, or (iii) default in or acceleration of any of Mortgagor's obligations of payment or performance of which would have a material adverse effect on Mortgagor's business or financial affairs.

(e) Payment of Taxes. Pay, or cause to be paid, before delinquent, all lawful taxes in respect to the Mortgaged Property, or any part thereof, and from time to time, upon request of Mortgagee, to furnish to Mortgagee evidence satisfactory to Mortgagee of the timely payment of such taxes.

(f) Compliance with Subject Leases, Contracts, Incidental Rights and Surface Contracts. Timely perform all obligations under, and not violate any of, the Subject Leases, Contracts, Incidental Rights and Surface Contracts.

(g) Maintenance of Mortgaged Property. At all times maintain, preserve, and keep the Mortgaged Property in good repair and condition, and from time to time, to make all necessary and proper repairs, replacements, and renewals, and not to commit or permit any waste on or of the Mortgaged Property, and to do anything to the Mortgaged Property that may impair its value.

(h) Payment for Labor and Materials. Promptly pay all bills for labor and materials incurred in connection with the Mortgaged Property and never permit to be fixed against the Mortgaged Property, or any part thereof, any lien, even though inferior to the lien hereof, for any such bill which may be legally due and payable, except a Permitted Lien.

(i) Performance of Obligation. Pay and perform all of the Obligations.

(j) Mortgage Taxes. At any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any lien created hereby, immediately pay all such taxes; provided that, in the alternative, Mortgagor may, in the event of the enactment of such a law, and must, if it is unlawful for Mortgagor to pay such taxes, prepay that portion of the Obligation which Mortgagee in good faith determines is secured by property covered by such law within 60 days after demand therefor by Mortgagee.

(k) Performance of Covenants. Punctually and properly perform all of Mortgagor's covenants, duties, and liabilities under this Mortgage and any other security instrument.

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(l) Inspection of Mortgaged Property. Allow Mortgagee to inspect the Mortgaged Property and all records relating thereto, and to make and take away copies of such records.

(m) Operation of Mortgaged Property. Cause the Mortgaged Property to be operated, in a careful and efficient manner in accordance with the practices of the industry and in compliance with all Subject Leases, Subject Contracts and applicable laws.

(n) Development Work. Cause to be done such development and other work as may be reasonably necessary to protect from diminution and production capacity of the Mortgaged Property.

(o) Maintenance of Subject Leases, Contracts, and Surface Contracts. Maintain all Subject Leases, Contracts, and Surface Contracts in full force and effect and not permit to occur the surrender, abandonment, release, or termination of any Subject Lease, Contracts, or Surface Contracts, so long as the interests covered thereby or relating thereto are capable of producing hydrocarbons in paying quantities.

(p) Insurance. Carry insurance with respect to the Mortgaged Property with such insurers, in such amounts, and covering such risks as shall be customary in the industry, cause all insurance so carried to be payable to Mortgagee as its interest may appear; deliver the policies of insurance to Mortgagee and pay or cause to be paid all premiums for such insurance at least 15 days before such premiums become due, furnish to Mortgagee satisfactory proof of the timely making of such payments, and deliver all renewal policies to Mortgagee at least 15 days before the expiration date of each expiring policy.

(q) Compliance with Laws. Comply with all laws, ordinances, rules and regulations applicable to the Mortgaged Property and its ownership, use and operation, including, but not limited to the applicable rules of the Wyoming Oil and Gas Commission.

(r) Additional Reports. From time to time, upon request of Mortgagee, promptly furnish to Mortgagee such financial statements and reports relating to the Mortgaged Property as Mortgagee may request.

(s) Sales of Mortgaged Property. Not, without the prior written consent of Mortgagee, sell, trade, transfer, convey, assign, exchange, pledge, encumber, or create any lien (except a Permitted Lien) with respect to or otherwise dispose of the Mortgaged Property or any part thereof.

(t) Principal Office. Maintain the principal office and place of business of Mortgagor with all of Mortgagor's records and files relating to the Mortgaged Property in Midland County, Texas, except for those customarily maintained at the Mortgaged Property.

(u) Advance Payment Contract. Not enter into or agree to any Advance Payment Contract with any person affecting any of the Mortgaged Property. It is expressly stipulated that as a condition of granting approval of any Advance Payment Contract Mortgagee may, in its discretion, require that any Advance Payment be paid to Mortgagee in whole or in part for application toward payment of the Obligation or may require that any portion of any Advance Payment not thus applied on the Obligation be placed in escrow with Mortgagee to insure use thereof as Mortgagee may direct or determine, or Mortgagee, in its sole discretion, may impose other conditions upon such consent or may refuse to consent to the making of such Advance Payment Contract. Whether or not Mortgagee's consent to an Advance Payment Contract heretofore and hereafter made by Mortgagor has been obtained, and regardless of whether the existence or making of such Advance Payment Contract constitutes a breach of Mortgagor's representations or covenants herein contained, it is expressly stipulated that unless otherwise expressly agreed in writing by Mortgagee, all Advance Payments hereafter becoming due to Mortgagor under any Advance Payment Contract shall be deemed proceeds of sale of hydrocarbons from the Mortgaged Property for purposes hereof, which are assigned to and are to be paid over to Mortgagee, and Mortgagee's receipt or acceptance of any such Advance Payment or application thereof toward payment of the Obligation shall not constitute a waiver of any default resulting from the existence of making of the Advance Payment Contract pursuant to which such Advance Payment is made or a ratification or approval by Mortgagee of such Advance Payment Contract.

(v) Properties Not Operated by Mortgagor. Anything in this Section 2.2 to the contrary notwithstanding, Mortgagor, with respect to those interests included in the Mortgaged Property that are operated by operators other than Mortgagor, shall not be obligated itself to perform undertakings performable only by such operators and that are beyond the control of Mortgagor. In each such case, however, Mortgagor will promptly take all actions available to it, under applicable operating arrangements or otherwise, to bring about the performance of any such undertakings required to be performed by such operators.

(w) Compliance with Environmental Laws. Mortgagor is and will remain in substantial compliance with all state and federal environmental laws and regulations and Mortgagor will not place nor permit to be placed any Hazardous Materials on any of its Mortgaged Property in violation of applicable state and federal environmental laws. In the event Mortgagor should discover any Hazardous Materials on any of the Mortgaged Property that could result in a breach of the foregoing covenant, Mortgagor shall notify Mortgagee within three (3) days after such discovery. Mortgagor shall dispose of all material amounts of Hazardous Materials generated by the Mortgagor only at facilities and/or with carriers that maintain valid governmental permits under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901. In the event of any notice or filing of any complaint or commencement of any administrative hearing or procedure (an "Environmental Proceeding") against the Mortgagor alleging a violation of an environmental law or regulation, Mortgagor shall give notice to Mortgagee within three (3) days after Mortgagor has received such notice or has knowledge of such filing.

ARTICLE 3
DEFAULTS AND REMEDIES

Section 3.1 **Defaults**. The term "Default," as used herein shall mean: (a) an event of default under the Agreement, the Note, or any other Obligations secured hereby; (b) failure of Mortgagor to observe or perform any covenant or agreement contained in this Mortgage; (c) the failure of Mortgagor to pay when due any installment of principal or interest on the Obligation, or any part thereof, as and when the same shall be due and payable (whether at stated maturity, by acceleration, or otherwise); (d) failure by Mortgagor to comply with any agreement with Mortgagee; (e) the occurrence of any event or condition which results in, or with lapse of time or service of notice or both could result in a default in the payment of any indebtedness or the performance of any obligation to Mortgagee made herein or otherwise; (f) the discovery by Mortgagee of the incorrectness of any material representation or warranty made to Mortgagee; (g) the liquidation, termination, death, or dissolution of Mortgagor; (h) the occurrence of an event causing material loss or depreciation in the Collateral's value (whether by casualty, actions by governmental authorities, loss of permits, authorities, franchises, certificates or rights or otherwise) and Mortgagor's failure to within ten (10) days of demand by Mortgagee, either provide enough additional Collateral or a reduction in the total indebtedness by an amount sufficient to satisfy Mortgagee; (i) the occurrence of any claim, action, notice, suspension, or proceeding which affects all or part of the Collateral or the security interest or liens granted to Mortgagee; (j) the occurrence of the default in or acceleration of any of Mortgagor's obligations of payment or performance under any instrument or obligation, the default in or accelerated payment or performance of which would, in Mortgagee's good faith option, have a material adverse effect on Mortgagor's business or financial affairs or on the ability to fully perform and abide by the terms, covenants, and conditions hereof, or would be a default under any agreement between Mortgagor and Mortgagee; (k) the application for, or consent to the appointment of a receiver, Mortgagee, custodian, or liquidator for Mortgagor or any of Mortgagor's properties; (l) the seeking by Mortgagor or the protection of any bankruptcy, insolvency, reorganization, composition, moratorium, or similar proceeding; (m) the admission in writing of Mortgagor's inability to pay its debts as they regularly mature; (n) the filing of an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, insolvency, reorganization, composition, moratorium, or similar proceeding; and to remain undismissed for more than thirty (30) days; (o) the permitting of any involuntary petition in bankruptcy to be filed against Mortgagor and to remain undismissed for more than thirty (30) days; (p) Mortgagor being made a party to an Environmental Proceeding, which Mortgagee, in good faith, believes that may result in an adverse ruling against Mortgagor, which will in turn affect Mortgagor's ability to repay the Obligation or any Part thereof; (q) the permitting of any attachment, sequestration, garnishment, execution, or similar proceeding against Mortgagor or any of Mortgagor's properties to remain undismissed for more than thirty (30) days; or (r) the making of any assignment for the benefit of creditors.

Section 3.2 **Remedies**. If a Default shall occur and be continuing, Mortgagee may, at its option, do any one or more of the following to the extent permitted by applicable law:

(a) Remedies and Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of a Default, the Mortgagee shall have all of the rights and remedies of a mortgagee and secured party granted by applicable law and the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as it may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall specially warrant title to such real property to such purchaser or purchasers. The Mortgagee may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and form time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Mortgagee may make other and such successive sales until all of the real property is legally sold.

(b) Rights of the Mortgagee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of a Default, the Mortgagee shall have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Mortgagee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Mortgagee may require the Mortgagor to assemble such personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee that is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Mortgagee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition.

(c) Rights of the Mortgagee With Respect to Fixtures Constituting a Part of the Mortgage Property. Upon the occurrence of a Default, the Mortgagee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

(d) Judicial Proceedings. Upon occurrence of a Default, the Mortgagee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

(e) Possession of the Mortgaged Property. It shall not be necessary for the Mortgagee to have physically present or constructively in its possession at any sale held by the Mortgagee or by any court, receiver or public officer any or all of the Mortgaged Property, and the Mortgagor shall deliver to the purchaser at such sale on the date of such sale the Mortgaged Property purchased by such purchaser at such sale, and if it should be impossible or impracticable for any of such purchaser to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

(f) Certain Aspects of a Sale. The Mortgagee shall have the right to become the purchaser at any sale held by the Mortgagee or by any court, receiver or public officer, and the Mortgagee shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the production payment after

the same has become due and payable, advertisement and conduct of such sale in the manner provided herein.

(g) Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any or all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Mortgagee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(h) Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Mortgagee in the performance of its duties including, without limiting the generality of the foregoing, expenses (including reasonable attorneys' fees) of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees.

Second: To the payment of the Note with interest to the date of such payment.

Third: To the payment of any other Obligations secured hereby.

Fourth: Any surplus thereafter remaining shall be paid to the Mortgagor or the Mortgagor's successors or assigns, as their interests shall appear.

(i) Liability for Deficiency. The Mortgagor shall not be personally liable for any deficiency owing to the Mortgagee after application of the proceeds of any sale of the Mortgaged Property as set forth in Section 5.8 hereof.

(j) The Mortgagor's Wavier of Appraisement, Marshalling, and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereinafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety or in separate parts.

(k) Costs and Expenses. All costs and expenses (including attorneys' fees and other legal, management and consulting expenses) incurred by the Mortgagee in protecting and enforcing its rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate of 8%, all of which shall constitute Obligations secured hereby.

(l) Operation of the Mortgaged Property by the Mortgagee. Upon the occurrence of a Default and in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents and servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent

that the Mortgagor shall be at the time entitled and in its place and stead. The Mortgagee, or any person, firm or corporation designated by the Mortgagee, may operate the same without any liability to the Mortgagor in connection without any liability to the Mortgagor in connection with such operations.

(m) Appointment of Receiver. Mortgagee shall be entitled to the appointment of a receiver for the Mortgaged Property to receive the rents, issues and profits therefrom from and after any such appointment, including the time covered by foreclosure proceedings and the period of redemption, if any, as a matter of right without regard to the solvency or insolvency of the Mortgagor (or of the then owner of said Mortgaged Property) and without regard to the value of the Mortgaged Property. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice to the Mortgagor or any other individual or entity, notice being hereby expressly waived. All rents, issues, profits, income and revenue from said Mortgaged Property shall be applied by such receiver to the payment first of the fees and costs of such receivership proceeding and then to the Obligation. The balance remaining, if any, shall be disposed of in accordance with the orders and directions of the court. The fees of any such receiver, attorneys' fees incurred in the appointment of the receiver and administration of the receivership estate and all costs, including court costs, shall be the liability of the Mortgagor, its successors and assigns, shall be due and payable upon demand and shall become so much additional Indebtedness secured hereby. Failure to pay said fees and costs upon demand shall be in breach of the terms of this Mortgage. In the event of any inconsistency between the terms of this paragraph 4.13 and Article III hereof, the provisions of said Article III shall control.

ARTICLE 4
ASSIGNMENT OF PRODUCTION

Section 4.1 **Additional Security**. To additionally secure the Obligation, Mortgagor has, effective as of 7 a.m., local time, on March 1, 2002, at the site of each of the Subject Interests, **ASSIGNED, TRANSFERRED AND CONVEYED,** and does hereby **ASSIGN, TRANSFER AND CONVEY**, unto Mortgagee all of the following:

(a) All hydrocarbons, and the proceeds therefrom and products obtained or processed therefrom (such proceeds and products being herein called "proceeds"), produced and to be produced from the Mortgaged Property, and Mortgagor hereby authorizes and empowers Mortgagee to demand, collect and receive such hydrocarbons and proceeds, to endorse and cash any checks and drafts payable to Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with such hydrocarbons and proceeds and to execute any release, receipt, division order, transfer order, and relinquishment or other instrument that may be required or necessary to collect and receive such hydrocarbons and proceeds. Mortgagor hereby authorizes and directs all pipeline companies, gathering companies, and others purchasing such hydrocarbons or having in their possession any such hydrocarbons or proceeds, to pay and deliver to Mortgagee all such hydrocarbons and proceeds. Mortgagor agrees that all division orders, transfer orders, receipts and other instruments which Mortgagee may from time to time execute and deliver for the purpose of collecting or receipting for hydrocarbons or proceeds may be relied upon in all respects and that the same shall be binding upon Mortgagor and Mortgagor's successors. Mortgagor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by Mortgagee in connection with the receipt by Mortgagee of such hydrocarbons or proceeds and to indemnify and keep and hold Mortgagee free and harmless from all parties whomsoever having or claiming an adverse interest in such hydrocarbons and proceeds and in this respect agrees to pay all expenses, costs, charges and attorney's fees that may be incurred by Mortgagee as to any such matters.

(b) All proceeds hereafter payable to or to become payable to Mortgagor or to which Mortgagor is entitled under all gas sales or exchange contracts, all oil, distillate, or condensate sales or exchange contracts, all gas transportation contracts, and all gas processing contracts now or hereafter to become a part of the Mortgaged Property.

(c) All amounts, sums, revenues, and income which become payable to Mortgagor from any of the Mortgaged Property (including any after-acquired properties) or under any contract, present or future, relating to, any gas pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Property.

(d) All lease bonus, delay rentals, royalties and shut-in gas royalties which become payable to Mortgagor from any of the Mortgaged Property.

Section 4.2 **Transfer Orders**. Mortgagor agrees to execute such transfer orders, payment orders, division orders and other instruments as may be needed by Mortgagee or requested by it incident to its having all assigned payments made direct to it at its office in Odessa, Texas. Mortgagor hereby authorizes and directs all such pipeline companies, purchasers, transporters and other parties owing moneys to Mortgagor under contracts herein assigned, to pay such amounts direct to Mortgagee at its address first set forth above and such authorization shall continue until this Mortgage is released. Mortgagee is authorized to collect, receive, and give receipt for all such amounts, and no party making payment shall have any responsibility to see to the application of any funds paid to the Mortgagee but shall be fully protected in making such payment to Mortgagee under the assignments herein contained. Should Mortgagee bring suit against any third party for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Mortgagor.

Section 4.3 **Payment of Proceeds.** In the event that, for its convenience, Mortgagee should elect with respect to particular properties or contracts not to exercise immediately its right to receive hydrocarbons or proceeds, then the purchasers or other persons obligated to make such payment shall continue to make payment to Mortgagor until such time as written demand has been made upon them by Mortgagee or Mortgagee that payment be made directly to Mortgagee. Such failure to notify shall not in any way waive the right of Mortgagee to receive any payments not theretofore paid out to Mortgagor before the giving of written notice. In this regard, in the event payments are made directly to Mortgagee, and then, at the request of Mortgagee payments are, for a period of time, paid to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future payments be again made to Mortgagee.

Section 4.4 **Proceeds Held in Trust by Mortgagor**. If under any existing gas sales or exchange agreements or products sales or exchange contracts, other than division orders or transfer orders, or under any gas transportation contract, any proceeds are required to be paid by the purchaser or transporter direct to Mortgagor so that under such existing agreements payment cannot be made to Mortgagee in the absence of foreclosure, then Mortgagor's interest in all proceeds under such sales agreement and in all other proceeds which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in his hands and shall be immediately paid over to Mortgagee, if Mortgagee has requested that such payments be delivered to it under this assignment.

Section 4.5 **Limitation of Liability of Mortgagee and Mortgagee**. Mortgagee is hereby absolved from all liability for failure to enforce collection of the proceeds and amounts assigned under Section 4.1 above and from all other responsibility in connection therewith, except the responsibility to account to the person legally entitled thereto (by application upon the Obligation or otherwise) for funds actually received. Mortgagor agrees to indemnify and hold harmless Mortgagee and Mortgagee against any and all liabilities, actions, claims, judgments, costs, charges, and attorney's fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligation, funds from the production of hydrocarbons claimed by third persons, and the Mortgagee and Mortgagee shall each have the right to compromise and adjust any such claims, actions, and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee or by Mortgagee in compromise, satisfaction, or discharge of any such claim, action or judgment, and all court costs, attorney's fees, and other expenses of every character incurred by Mortgagee or by Mortgagee, pursuant to the provisions of this section, shall be demand obligations owing by Mortgagor and shall bear interest at the Highest Lawful Rate from date of expenditure until paid and shall be secured by the liens created and granted by this Mortgage.

ARTICLE 5
MISCELLANEOUS

Section 5.1 **Right to Perform the Mortgagor's Obligations**. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Mortgagee or any receiver appointed hereunder, may, but shall not be obligated to, perform or keep, or cause to be performed or kept, the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to reimburse the Mortgagee or such receiver (as the case may be) on demand for all expenses incurred in connection therewith plus interest thereon at an annual rate equal to 8% until paid. The undertaking of such performance by the Mortgagee or such receiver (as the case may be) to continue such

performance or to engage in such performance or performance of any other act in the future, shall not relieve the Mortgagor from the observance or performance of any covenant or agreement contained in this instrument or constitute a waiver of default hereunder and shall not affect the right of the Mortgagee to accelerate the payment of the Indebtedness or to resort to any other of its right or remedies hereunder or under applicable law.

Section 5.2 **Construction of Instrument as an Assignment**. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

Section 5.3 **Unenforceable or Inapplicable Provisions**. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 5.4 **Indemnification**. The Mortgagor shall indemnify the Mortgagee and hold it harmless against, and the Mortgagee shall not be liable for, any loss, cost or damage, including, without limitation, attorneys' fees, resulting from exercise by the Mortgagee of any right, remedy, power, or privilege conferred upon it by this instrument or any other instrument pertaining hereto, or from the attempt or failure of the Mortgagee to exercise any such right, remedy, power or privilege; and notwithstanding any provision hereof to the contrary, the foregoing indemnity shall in all respects continue and remain in full force and effect even though all Indebtedness may be fully paid and the lien of this instrument released.

Section 5.5 **Amendments and Waivers**. This Agreement may not be modified or amended except by an instrument in writing signed by both parties. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Mortgagee be waived to such extent and in such manner as the Mortgagee may desire, but no such waiver shall ever affect or impair the Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

Section 5.6 **Binding Effect**. This Mortgage is binding upon Mortgagor and Mortgagor's successors and shall inure to the benefit of Mortgagee and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the Land. The duties, covenants, conditions, obligations, and warranties of Mortgagor in this Mortgage shall be joint and several obligations of Mortgagor and Mortgagor's successors. Each and every party who signs this Mortgage, other than Mortgagee, and each and every subsequent owner of the Mortgaged Property, or any part thereof, jointly and severally covenants and agrees that he or it will perform, or cause to be performed, each and every condition, term, provision, and covenant of this Mortgage.

Section 5.7 **Article and Section Headings**. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or its interpretation.

Section 5.8 **Execution in Counterparts**. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical.

Section 5.9 **Special Filing as Financing Statement**. This Mortgage shall likewise be a Security Instrument and a Financing Statement. This Mortgage shall be filed for record, at Mortgagor's sole cost and expense, among other places, in the real estate records of each county in which the Subject Leases, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the Wells located on the Lands (and accounts arising therefrom). This Mortgage shall also be filed, at Mortgagor's sole cost and expense, in the UCC records of appropriate counties and Secretary of State offices. The Mortgagee is authorized to file a copy of this Mortgage and/or any separate financing statement signed by the Mortgagor with any filing authority in lieu of the original, and such filing shall have the same legal force and effect as the filing of the original.

5.10 **Notices**. Whenever this Mortgage requires or permits any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective

and shall be deemed to have been given on the day personally delivered or, if mailed, on the day it is enclosed in an envelope, properly stamped, sealed and deposited in a post office or official depository maintained by the United States Postal Service, certified mail, return receipt requested, addressed to the party to be notified at the address stated below (or at such other address as may have been designated by written notice):

If to Mortgagor: **BROWN GRINDSTONE, INC.**
P.O. Box 5562
Midland, Texas 79704
ATTN: CARY D. BROWN
(915) 682-0292 tel.
(915) 682-4013 fax

If to Mortgagee: **EnCANA OIL & GAS (USA) INC.**
950 17th Street, Suite 2600
Denver, Colorado 80202
ATTN: Mary A. Viviano
(303) 623-2300 tel.
(303) 623-2400 fax

Section 5.11 **Release**. If the Obligation is paid and performed in full in accordance with the terms of this Mortgage and the Note and other security instruments and documents and writings evidencing or securing all or any part of the Obligation, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this conveyance shall be released at Mortgagor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Mortgagor's warranties and indemnities contained herein.

Section 5.12 **Rights Cumulative**. All rights and liens herein expressly conferred are cumulative of all other rights and liens herein, or by law or in equity provided, or provided in any other security instruments, and shall not be deemed to deprive Mortgagee or Mortgagee of any such other legal or equitable rights and liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage and other security instruments, and the employment or enforcement of any rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment or enforcement of any other rights.

Section 5.13 **Sale of Mortgaged Property**. In the event Mortgagor or any of Mortgagor's successors conveys any interest in the Mortgaged Property, or in any part thereof, to any other party, Mortgagee may, without notice to Mortgagor or Mortgagor's successors, deal with any owner of any part of the Mortgaged Property with reference to this Mortgage and the Obligation, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligation, or release of all or any part of the Mortgaged Property, or any other property securing payment and performance of the Obligation, without in any way modifying or affecting Mortgagee's rights and liens hereunder or the liability of Mortgagor or any other party liable for payment and performance of the Obligation, in whole or in part; provided, that no action taken or omitted to be taken by Mortgagee under this Section 5.4 shall be deemed a waiver of any default occurring by reason of any such conveyance.

Section 5.14 **Condemnation Sale**. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

Section 5.15 **Renewals of Obligation**. It is understood and agreed that the proceeds of the Note or of any further loans or advances, to the extent the same are utilized to renew or extend any indebtedness or take up any outstanding liens against the Mortgaged Property, or any portion thereof, have been advanced by Mortgagee at Mortgagor's request and upon Mortgagor's representation that such amounts are due and payable. Mortgagee shall be

subrogated to any and all rights and liens owned or claimed by any owner or holder of such outstanding rights and liens, however remote, regardless of whether such rights and liens are acquired by assignment or are released by the holder thereof upon payment.

Section 5.16 **Number and Gender of Words, Etc**. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa, and words such as "herein," "hereof," "hereinafter," and other words of similar import shall refer to this Mortgage and not to any particular section or portion hereof, and words of any gender shall include each other gender where appropriate.

Section 5.17 **Headings**. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 5.18 **Governing Law**. This Mortgage is intended to be performed in the States of Texas and Wyoming and the substantive laws of such state and of the United States of America shall govern the validity, construction, enforcement, and interpretation of this Mortgage. However, anything in this Mortgage to the contrary notwithstanding, the substantive laws of the States of Texas and Wyoming relating to the validity, construction and interpretation of the Obligation and to usury and permissible interest and similar charges and amounts shall govern all aspects of this Mortgage.

Section 5.19 **Definitions**. As used herein, the following terms shall have the meanings indicated:

"Advance Payment Contract" means any contract with another person or party (the "Other Party") whereby Mortgagor either (i) receives or becomes entitled to receive (either directly or to a third party for Mortgagor's account or benefit) any payment (an "Advance Payment") which the Other Party may require to be applied toward payment of the purchase price of hydrocarbons produced or to be produced from any of the Mortgaged Property and which Advance Payment is paid or to be paid in advance of actual delivery of such production to or for the account of the Other Party regardless of such production, or (ii) grants an option or right of refusal to such Other Party to purchase and take delivery of such production, and, in either of the foregoing instances, regardless of whether the Advance Payment may be applied as payment for a portion only of the purchase price thereof or of a percentage or share of such production. Inclusion of the standard "take or pay" provision in any gas sales or purchase contract shall not, in and of itself, constitute such contract an "Advance Payment Contract" for the purposes hereof.

"Collateral" has the meaning given such term on page 4 hereof.

"Contracts" has the meaning given such term in Paragraph (E)(c) on page 3 hereof.

"Incidental Rights" has the meaning given such term in Paragraph (E) on page 3 hereof.

"Mortgage" has the meaning given such term in Article 1 hereof.

"Default" has the meaning given such term in Section 3.1 hereof.

"Highest Lawful Rate" means the maximum rate of interest which Mortgagee is allowed from time to time to contract for, charge, take, reserve, or receive under applicable laws after taking into account, to the extent required by applicable laws, any and all relevant payments or charges under either note and, for purposes of such determination, the "Highest Lawful Rate" shall mean the greater of (a) the maximum rate of interest from time to time permitted under the laws of the United States of America (including without limitation the rate of interest permitted to be charged under 12 U.S.C. §85), and (b) the maximum rate of interest permitted to be charged under the laws of the State of Texas.

"Holder" means any present or future holder of the Obligation or any part thereof.

"Land" has the meaning given such term in Paragraph (B) on page 3 hereof.

"**Laws**" means all applicable constitution., treaties, statues, laws, ordinances, regulations, orders, writs, injunctions or decrees of the United States or of any state, commonwealth, county, parish, municipality or tribunal.

"**Lien**" means any lien, mechanic's lien, materialman's lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, security interest, mortgage, deed of trust or other encumbrance, whether arising by agreement or under law.

"**Mortgaged Property**" has the meaning given such term on page 3 hereof.

"**Mortgagee**" means EnCana Oil & Gas (USA) Inc.

"**Mortgagor**" means Brown Grindstone, Inc

"**Mortgagor's Successors**" means each and all of the immediate and remote successors, assigns, heirs, executor, administrators, and legal representatives of Mortgagor.

"**Note**" or "**Note**" has the meaning given to such term in Section 1.2 hereof.

"**Obligation**" has the meaning given such term in Article I hereof.

"**Permitted Encumbrances** has the meaning given such term in Section 2.1(a) hereof.

"**Person**" means any individual, firm, corporation, association, partnership, joint venture, company, trust, tribunal or other entity.

"**Proceeds**" has the meaning given such term in Section 4.1(a) hereof.

"**Section**" means a section of this Mortgage, unless specifically indicated otherwise.

"**Surface Contracts**" has the meaning given such term in Paragraph (E)(d).

"**Subject Leases**" has the meaning given such term in Paragraph (A) on page 3 hereof.

"**Substances**" has the meaning given such term in Paragraph (D) on page 3 hereof.

"**Taxes**" means all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings or other similar charges from time to time or at any time imposed by any law or any tribunal.

"**Wells**" has the meaning given such term in Paragraph (B) on page 3 hereof.

Effective May 29, 2002, but executed the day of acknowledgment.

MORTGAGOR:

BROWN GRINDSTONE , INC.

By: _____
CARY D. BROWN, VICE PRESIDENT

P.O. Box 5562
Midland, Texas 79704

[redacted] [redacted] [redacted]

MORTGAGEE:

address

EnCANA OIL & GAS (USA) INC.

By: _____
Roger A. Biemans, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 29th day of May, 2002, by Cary D. Brown as Vice President for BROWN GRINDSTONE, INC., a Texas corporation, on behalf of said corporation.

ANN ADAMS
Notary Public, State of Texas
My Commission Expires 02-05-04

_____
Notary Public, State of Texas

THE STATE OF COLORADO §
§
CITY & COUNTY OF DENVER §

This instrument was acknowledged before me on the 29th day of May, 2002, by Roger A. Biemans as President of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public

My commission expires: 3-17-04

Witness my hand and official seal.

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

PREFACE TO
EXHIBIT "A-1" TO
,MORTGAGE, DEED OF TRUST ASSIGNMENT, SECURITY
AGREEMENT AND FINANCING STATEMENT, DATED AS OF May 29, 2002
FROM BROWN GRINDSTONE, INC.
TO EnCANA OIL & GAS (USA) INC., MORTGAGEE

This Exhibit "A-1" contains a description of those Subject Leases and Lands referred to in the foregoing Mortgage. The Subject Leases and Lands consist of producing and non-producing oil and gas leases, oil, gas and mineral interests, oil and gas royalty interests, and oil and gas overriding royalty interests affecting lands situated in the following counties in the State of Wyoming. Reference is hereby made to each particular instrument described and referred to in this Exhibit "A-1" for further description and for all the terms and conditions thereof and the lands covered thereby.

Where references in this Exhibit "A-1" state that any described interest is subject to any referenced agreement, instrument, or outstanding interest, such reference is made only to the extent, if any, that such agreement, instrument or interest is valid and subsisting, and such references shall not create rights in or have any effect upon any person not parties to this Mortgage, to which the Exhibit "A" is attached. The Subject Leases and Lands are conveyed or mortgaged subject to valid and presently subsisting easements and rights-of-way, either of record or on the ground. All recording references in this Exhibit "A-1" are to the official records of the Clerk of the County in which the lands affected by the described instrument are situated.

This Mortgage may be executed in multiple counterparts, each of which is an original and all of which are substantially identical and shall together constitute but one and the same Mortgage except that to facilitate recordation, there is attached to each counterpart which is to be recorded only that portion of this Exhibit "A" which contains the description of the lands located in the County where that particular counterpart will be recorded. The Exhibit "A" to be attached to the financing statement filed in the central filing jurisdiction of each state shall contain descriptions of all of the Subject Leases and Lands in that state that are affected by this Mortgage.

It is the intention of the Mortgagor herein to convey or mortgage all oil and gas properties of whatsoever nature that Mortgagor owns, including all of its interests in the Subject Leases and the Lands, even though any such oil and gas property may not be accurately described herein.

"Working Interest" or "WI" (expressed as a decimal) shall mean the interest of Mortgagor in a particular Subject Lease, well, or unit as the case may be, entitling the Mortgagor to produce oil, gas and other hydrocarbons produced therefrom and being equivalent to the proportionate part of the cost of exploration, development and production of oil, gas and other minerals borne by the owners thereof with respect to such Subject Lease or well.

"Net Revenue Interest" or "NRI" (expressed as a decimal) means the warranted interest of Mortgagor representing the proportionate share of the production of oil, gas and other hydrocarbons produced from the Subject Lease or well as the case may be, to which the Mortgagor is entitled after deduction of all royalties, overriding royalty interests, production payments and other burdens on or payments out of production.

"Overriding Royalty Interest" or "ORI" (expressed as a decimal) means the interest in the applicable hydrocarbons produced, saved and sold from a particular Subject Lease, well or unit, as the case may be, which is afforded to Mortgagor by virtue of his ownership of such expense-free interest in the oil, gas and mineral lease, well or unit.

Notwithstanding the percentage of Working Interest, Net Revenue Interest or Overriding Royalty Interest set forth with respect to a particular oil, gas and mineral lease or well, Mortgagor intends that this Mortgage shall convey or mortgage the entirety of their interest in the Subject Leases and Lands.

Any reference herein to wells or well names, prospects or prospect names, if any, shall be for information purposes and shall not limit the description of the interests made subject to this Mortgage.

EXHIBIT A-1
LEASES

1) Lease WYW 141753, (segregated from WYW-120908) MOC # 051-00024-00 Working Interest - 24.083%, Net Revenue Interest - 18.363%
Only insofar as the lease covers:
Township 29 North, Range 107 West
Section 10: SW
15: NE, SW
21: NE, SW
22: NE, SW
23: NE, SW
27: NE, SW

2) Lease ST WY 94-00148, MOC #051-00031-00
Working Interest - 24.083%, Net Revenue Interest - 17.581%
Only insofar as the lease covers:
Township 29 North, Range 107 West
Section 16: NE, SW

3) Lease ST WY 92-00198, MOC 051-00021-00
Working Interest - 12.042%, Net Revenue Interest - 7.95%
Only insofar as the lease covers:
Township 30 North, Range 108 West
Section 36: All

EXHIBIT A-2
WELLS

1. Falcon 1-36
   Lease: ST WY 92-00198
   Gross working interest: .12041667
   Net revenue interest: .07947500

2. Falcon 8-36
   Lease: ST WY 92-00198
   Gross working interest: .12041667

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

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

Lease Serial No.
WYW-125950

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)* Stone Energy, L.L.C.
Street 1801 Broadway, Suite 700
City, State, ZIP Code Denver, CO 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 29 North, Range 108 West, 6th P.M. Section 28: NWNE, SENW, NWSE, SESE All rights assigned are limited to depths and formations in the 40-acre tracts from the surface down to the stratigraphic equivalent of 100 feet below the total depth drilled in the following wells: Stud Horse Butte 2-28 located in the NWNE of Section 28 (TD 11,225') Stud Horse Butte 6-28 located in the SENW of Section 28 (TD 11,424') Stud Horse Butte 10-28 located in the NWSE of Section 28 (TD 11,485') Stud Horse Butte 16-28 located in the SESE of Section 28 (TD 11,230') Subject to Participation Agreement effective September 21, 2001	48%	30%	18%	None	7.5%

291492

RECORDED July 3 2021 1:30 PM
IN BOOK 122 016 PAGE 49
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

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 _____

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

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

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 25th day of June, 2002

Name of Transferor: BP America Production Company
Please type or print

Transferor

or
Attorney-in-fact: J. Kent Wells (Signature)

P. O. Box 3092
(Transferor'sAddress)

Houston, TX 77253
(City) (State) (Zip Code)

Executed this 25th day of June, ____

STONE ENERGY, L.L.C.

Transferee

or
Attorney-in-fact (Signature)

Michael E. Cuba
Denver District Land Manager

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

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 25th day of June, 2002, before me the undersigned personally appeared Michael E. Cuba, know to me to be the whose name is subscribed to the foregoing instrument as Denver District Land Manager of Stone Energy, L.L.C., a limited liability company and acknowledged that he executed the same for the purposes and consideration therein and in the capacity therein stated.

My Commission Expires:

My Commission Expires 02-01-2005

Patty Richardson
Notary Public
Patty Richardson
1801 Broadway, Suite 700
Denver, CO 80202

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, dated this 12th day of June, 2002, **BUT DEEMED TO BE EFFECTIVE** August 1, 1995 by and between WOLD OIL PROPERTIES, INC., whose address is 139 West Second Street, Suite 200, Casper, WY 82601 (hereinafter referred to as "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 (hereinafter referred to as "ASSIGNEE").

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 by ASSIGNOR, and the terms and conditions hereinafter set out, ASSIGNOR hereby transfers, grants, sells, assigns, delivers and conveys to ASSIGNEE an undivided twenty percent (20.0%) of all of ASSIGNOR'S right, title and interest in and to the following (all of which are herein called the "INTERESTS").

A.) All leasehold interest, working interest, operating rights, mineral interests, royalty interests, overriding royalty interests, or other similar interests in the leases, described in Exhibit "A" attached hereto, **in and only insofar** as the interest received by ASSIGNOR in those 'Assignments' also described in Exhibit "A" and any rights that arise by operation of law or otherwise in all leases and lands pooled, unitized, communitized or consolidated with such leases (the "Oil and Gas Leases").

B.) All 'Wells' located on the Oil and Gas Leases, whether producing, operating, shut-in, temporarily abandoned, abandoned, standing or otherwise described in Exhibit "B" (the "Wells").

C.) All severed crude oil, natural gas, and other hydrocarbons and other minerals or materials of every kind and description produced from the Oil and Gas Leases and either (a) in storage tanks on the Effective Date, or (b) sold on or after the Effective Date (the "Substances"). ASSIGNOR shall receive its share of all revenue attributable to substances which were produced prior to the effective date. ASSIGNOR and ASSIGNEE agree to account for such revenue and make final payment of proceeds within sixty (60) days after the execution date of this assignment.

D.) All physical facilities or interests therein that are used or held for use solely in connection with the ownership or operation of the Oil and Gas Leases and Wells.

E.) All (a) contracts and agreements that relate to the Oil and Gas Leases and; (b) governmental permits and licenses of ASSIGNOR (other than bonds), to the extent such permits and licenses are transferable; (c) easements and rights-of-way used or held for use in connection with the Oil and Gas Leases; and (d) amendments, ratifications or extensions of the foregoing (the "Contracts").

TO HAVE AND TO HOLD all and singular the Oil and Gas Leases, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto ASSIGNEE and its respective successors, legal representatives and assigns forever, with warranty limited to persons, or parties claiming by, through, or under ASSIGNOR, relating to the condition, quantity, quality, fitness for a particular purpose, merchantability of any of the equipment, or its fitness for any purpose.

291634

RECORDED July 15 2002 3:20 PM
IN BOOK 122 OR6 PAGE 52
FEES $ 40.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY [illegible]

ASSIGNEE shall and does hereby covenant and agree to indemnify, save and hold ASSIGNOR harmless from any and all liabilities, liens, judgments, costs, expenses, and claims of any kind or character arising from ASSIGNEE's ownership, possession, operation and administration of the assigned INTERESTS under and by virtue of this Assignment, including, but not limited to, claims for damages to land, stock, crops, fences, buildings, or structures and claims for personal injuries to and death of persons, or in connection with the surface or subsurface environmental contamination, release or disposal of hazardous substances, solid wastes, asbestos and/or other man made fibers or "NORM".

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county in which the interests are located. This Assignment and Bill of Sale shall bind and inure to the benefit of ASSIGNOR and ASSIGNEE and their respective successors and assigns.

ASSIGNOR agrees to execute and deliver to ASSIGNEE such further Assignments, Bills of Sale or other instruments which are necessary to fulfill the terms and conditions of this Assignment and Bill of Sale.

If the interest herein assigned is less than the full and undivided leasehold estate, or if the Oil and Gas Leases described on attached Exhibit "A" covers less than the entire undivided mineral estate, then the working interest and overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on this the 12th day of June, 2002. **This assignment shall be effective as of 7:00 a.m. (in the locale where the Oil and Gas Properties are located) on August 1, 1995 (the "Effective Date").**

ASSIGNOR:

ATTEST:

WOLD OIL PROPERTIES, INC.

David W. Klym
David W. Klym, Secretary

BY: Peter I. Wold
Peter I. Wold, President

ASSIGNEE:

BY: Huntington T. Walker
Huntington T. Walker

BY: Carol N. Walker
Carol N. Walker

(ACKNOWLEDGMENT)

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 12th day of June, 2002, before me, personally appeared **Peter I. Wold**, to me personally known, who, being by me duly sworn, did say that he is the **President of Wold Oil Properties, Inc.** 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 **Peter I. Wold** acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 12th day of June, 2002.

Carla Hubbard
Carla Hubbard - Notary Public

My commission expires: November 9, 2003

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

(ACKNOWLEDGMENT)

STATE OF COLORADO)
) SS
COUNTY OF Denver)

The above and foregoing was acknowledged before me by Huntington T. Walker, this 27th day of June, 2002.

Witness my hand and official seal.

NOTARY PUBLIC PATTY J. ADAIR STATE OF COLORADO

Patty J. Adair
Notary Public

My Commission Expires: 2/20/06

(ACKNOWLEDGMENT)

STATE OF COLORADO)
) SS
COUNTY OF Denver)

The above and foregoing was acknowledged before me by Carol N. Walker, this 27th day of June, 2002.

Witness my hand and official seal.

NOTARY PUBLIC PATTY J. ADAIR STATE OF COLORADO

Patty J. Adair
Notary Public

My Commission Expires: 2/20/06

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain 'Assignment and Bill of Sale' dated effective August 1, 1995, by and between Wold Oil Properties, Inc., as Assignor, and Huntington T. and Carol N. Walker as Joint Tenants with Right of Survivorship, as Assignees

Sublette County, Wyoming

OIL AND GAS LEASES

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
Devereux Milburn, Jr.	USA	WYW-36438	10-01-72	Township 30 North, Range 114 West, 6th P.M. Section 33: All Section 34: SW/4NE/4, W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 containing 1040 acres, more or less
Howell Spear	USA	WYW-38887	4-1-73	Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4, SW/4NW/4, S/2NE/4, S/2 Section 5; Lots 1, 2, 3, S/2N/2, S/2 containing 1000.90 acres, more or less
Louise A. Shaffer	USA	WYW-49633	4-1-75	Township 29 North, Range 114 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2N/2, SW/4 Section 4: Lots 1, 2, 3, SE/4NW/4 containing 523.06 acres, more or less
John A. Yates	USA	WYW-49634	4-1-75	Township 29 North, Range 114 West, 6th P.M. Section 8: All containing 640 acres, more or less
Don J. Leeman	USA	WYW-49635	4-1-75	Township 29 North, Range 114 West, 6th P.M. Section 9: SW/4, N/2SE/4, SW/4SE/4 Section 15: W/2 containing 600 acres, more or less
Edward C. Reinauer, Sr.	USA	WYW-52404	12-1-75	Township 29 North, Range 115 West, 6th P.M. Section 12: All containing 640 acres, more or less
Estelle C. Haefele	USA	WYW-54161	4-1-76	Township 29 North, Range 114 West, 6th P.M. Section 19: E/2 containing 320 acres, more or less
Patricia R. Pfenning	USA	WYW-54162	4-1-76	Township 29 North, Range 114 West, 6th P.M. Section 29: NE/4 containing 160 acres, more or less
Judy P. Clifton	USA	WYW-56739	12-1-76	Township 30 North, Range 114 West, 6th P.M. Section 32: SE/4, SE/4NE/4, E/2SW/4, SW/4SW/4 containing 320 acres, more or less
Fred D. Volz	USA	WYW-59398	8-1-77	Township 29 North, Range 114 West, 6th P.M. Section 18: NE/4 Section 20: All containing 800 acres, more or less
Estelle E. Haefele	USA	WYW-60620	4-1-76	Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE/4, SE/4 Section 7: E/2 Section 9: SE/4SE/4 Section 17: All Section 18: SE/4 containing 1459.12 acres more or less
Patricia R. Pfenning	USA	WYW-60621	4-1-76	Township 29 North, Range 114 West, 6th P.M. Section 21: All Section 28: All containing 1,280 acres, more or less
Gary L. Wise	USA	WYW-62803	11-1-78	Township 29 North, Range 114 West, 6th P.M. Section 6: Lots 3, 4, 5, 6, 7, SE/4NW/4, E/2SW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 26: E/2, E/2NW/4, SW/4NW/4, SW/4 containing 1435.14 acres, more or less
Gus Carras	USA	WYW-67196	4-1-79	Township 29 North, Range 115 West, 6th P.M. Section 1: All Section 2: All Section 11: E/2, E/2W/2 containing 1760 acres, more or less

LESSEE	LESSOR	SERIAL NUMBER	LEASE DATE	LAND DESCRIPTION
J. T. Lykes, Jr.	USA	WYW-69874	1-1-80	Township 30 North, Range 114 West, 6th P.M. Section 31: SE/4SE/4 containing 40 acres, more or less
Joanne Pritchett	USA	WYW-78475	6-1-74	Township 29 North, Range 114 West, 6th P.M. Section 10: All Section 15: E/2 containing 960 acres, more or less
Pete J. Kithas	USA	WYW-78476	3-1-75	Township 29 North, Range 114 West, 6th P.M. Section 9: N/2 containing 320 acres, more or less
Gus Carras	USA	WYW-80232	4-1-79	Township 29 North, Range 115 West, 6th P.M. Section 14: S/2, NE/4, E/2NW/4 containing 560.0 acres, more or less
Judy P. Clifton	USA	WYW-118393	12-1-76	Township 30 North, Range 114 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, W/2E/2 Section 32: N/2N/2, SW/4NE/4, S/2NW/4, NW/4SW/4 containing 641.68 acres, more or less
Chinook Roustabout Service, Inc.	State of Wyoming	76-342	5-2-76	Township 29 North, Range 114 West, 6th P.M Section 16: All containing 640 acres, more or less

"ASSIGNMENTS"

1.) 'Assignment, Conveyance and Bill of Sale' by and between Western Interior Energy, Inc. and Wold Oil Properties, Inc. dated effective August 1, 1995 and recorded in the Sublette County, Wyoming records in Book 102 O & G, Page 648.

2.) 'Assignment, Conveyance and Bill of Sale' by and between Ross-Steven 1994-1 Acquisition Program, LLC and Wold Oil Properties, Inc. dated effective August 1, 1995 and recorded in Sublette County, Wyoming in Book 103 O & G, Page 47.

3.) 'Conveyance, Assignment and Bill of Sale' by and between Kerr-McGee Corporation and Wold Oil Properties, Inc. dated effective August 1, 1997, and recorded in the Sublette County, Wyoming records in Book 106 O & G, Page 193.

4.) 'Assignment' by and between Amoco Production Company and Wold Oil Properties, Inc. dated effective August 1, 1998 and recorded in Sublette County, Wyoming in Book 108 O & G, Page 472.

5.) 'Quit Claim Assignment and Bill of Sale' by and between Marathon Oil Company and Wold Oil Properties, Inc. dated effective June 1, 2001 and recorded in Sublette County, Wyoming Book 119 O & G, Page 28.

6.) 'Assignment, Bill of Sale and Conveyance' by and between Berco Resources, LLC and Wold Oil Properties, Inc. dated effective April 1, 2001 and recorded in Sublette County, Wyoming Book 118 O & G, Page 592.

EXHIBIT "B"

Attached to and made a part of that certain 'Assignment and Bill of Sale' dated effective August 1, 1995, by and between Wold Oil Properties, Inc., as Assignor, and Huntington T. and Carol L. Walker as Joint Tenants with Right of Survivorship, as Assignees

HOW

WELLS

WELL NAME	LOCATION – SUBLETTE COUNTY, WYOMING
Riley Ridge #33-24	Township 30 North Range 114 West, 6th P.M. Section 33: SESW
Riley Ridge #10-14	Township 29 North, Range 114 West, 6th P.M. Section 10: SWSW
Riley Ridge #17-34	Township 29 North, Range 114 West, 6th P.M. Section 17: SWSE
Riley Ridge #8-24	Township 29 North, Range 114 West, 6th P.M. Section 8: SESW
Riley Ridge #12-43	Township 29 North, Range 115 West, 6th P.M. Section 12: NESE

QUITCLAIM ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL BY THESE PRESENTS THAT:

FOR ONE ($1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Catherine M. Martin of 3621 Dalarida Parkway, Montgomery, AL 36109, hereinafter referred to as "Assignor", hereby quitclaims, assigns and conveys unto Catherine M. Martin and John W. Martin as Co-Trustees of the Catherine M. Martin Revocable Trust u/a dated October 3, 2001 of 3621 Dalarida Parkway, Montgomery, AL 36109, all of Assignor's overriding royalty interest in each of the leases described on Exhibit "A" attached hereto, together with any extensions or renewals thereof, insofar as said leases cover the lands described on said Exhibit "A", which exhibit is hereby incorporated herein.

TO HAVE AND HOLD the interest herein conveyed unto said Assignees, their heirs, successors and assigns, forever, subject to the terms of each of the leases described on Exhibit "A", the terms of that certain Amendment of Assignments of Overriding Royalty recorded August 15, 2000 in Book 115 of Oil & Gas at page 694 of the records of Sublette County, Wyoming and all other matters of record. This assignment is made without warranty of title, express or implied.

IN WITNESS WHEREOF this instrument is executed as of this 5th day of July, 2002.

291639

RECORDED July 15 2002 3:25pM
IN BOOK 182 OR6 PAGE 58
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Burton

ASSIGNOR:

Catherine M. Martin
Catherine M. Martin

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 5th day of July, 2002, by, Catherine M. Martin, Assignor.

My commission expires:

4/10/2006

Witness my hand and official seal.

Marie A. Borden
Notary Public

MARIE A. BORDEN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/10/2006

J:\Thompson\Martin John\Corporate\Quitclaim Assignment of ORJ.wpd

EXHIBIT "A"

Lease No.	Lease Date	Legal Description
USA Lease WYW-57521	1/25/77	Township 28 North, Range 108 West, 6th P.M. Section 3: Lots 1, 2, 3, 4, S/2S/2 Section 4: Lots 1, 2, 3, 4, S/2S/2 Section 10: All
USA Lease WYW-147792 (formerly Lease WYW-57521)	1/25/77	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S/2S/2 Section 11: All

60

75516-000
Backyard Prospect

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-129267

Lease Effective Date (Anniversary Date): June 1, 1993

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: EOG Resources, Inc.
   City, State, ZIP Code: 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West 6th P.M. Section 33: All Section 34: W/2 Containing 960.00 acres, more or less Sublette County, Wyoming This Assignment of Record Title Interest 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 interests 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

291709

RECORDED July 18 2002 8:00AM
IN BOOK 122.B+B PAGE 60
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____ (Authorized Officer)

_____ (Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

[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 11th day of June, 2002

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

Assignor: Barry McMahon

or

Attorney-in-fact: Barry McMahon, Senior Vice President (Signature)

1201 Louisiana, Suite 400 (Assignor's Address)

Houston (City) Texas (State) 77002 (Zip Code)

Executed this 14th day of June, 2002

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 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.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 11th day of June, 2002 by BARRY MCMAHAN, the Senior Vice President of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 14th day of June 2002, 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.

Carolyn S. Baughman, Notary Public

My Commission Expires:

July 9, 2005

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

Allmy Land, Inc

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.: See Exhibit "A"

Lease Effective Date (Anniversary Date): See Exhibit "A"

New Serial No.:

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

*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

291710

RECORDED July 18 2002 8:00AM
IN BOOK 122 OR 3 PAGE 63
FEES $ 17.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Ann

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)

63

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 11th day of June, XX 2002

Seneca Resources Corporation
Name of Assignor as shown on current lease

Please type or print

Assignor Barry McMahan
or
Attorney-in-fact Senior Vice President
(Signature)

1201 Louisiana, Suite 400
(Assignor's Address)

Houston (City) Texas (State) 77002 (Zip Code)

Executed this 17th day of June, XX 2002

EOG RESOURCES, INC
Assignee

(Signature)
or
Attorney-in-fact 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.

MASS TRANSFER OF WYOMING FEDERAL LEASES
RECORD TITLE INTERESTS
EXHIBIT "A"

LEASE NO. EOG Internal No. SRC Internal No.	LEASE DATE	COUNTY	ST	DESCRIPTION	PERCENT OF INTEREST			% OF OVERRIDING ROYALTY OR SIMILAR INTEREST	
					Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYW-129621 0075265-000 00102980	7/1/93	Sublette	WY	T32N, R113W Section 10: E2SW; N2SE, S2NE, SENW Section 15: NENE; NWNW; S2NE; SE Containing 600.00 acres, more or less	33.33%	33.33%	0	0	As of Record
WYW-136849 0075598-000 00102961	7/1/95	Sublette	WY	T33N, R113W Section 15: E2; E2W2 Section 22: N2N2; SWNW Containing 680.00 acres, more or less	33.33%	33.33%	0	0	As of Record

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 11th day of June, 2002 by BARRY MCMAHAN, the Senior Vice President of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 17th day of June 2002, 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.

Carolyn S. Baughman
Carolyn S. Baughman, Notary Public

My Commission Expires:

July 9, 2005

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

OC 75899-000
Meadow Canyon

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 99-00412 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 114 West 6th P.M.
Section 12: Lot 3, S/2NW/4, NW/4SW/4
Sublette County, Wyoming
Containing 136.81 acres, more or less

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.

291711

RECORDED July 18 2002 8:00 AM
IN BOOK 122 Q6 PAGE 67
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Page 1 *of* 1 *of Lease #* 99-00412 *assignment dated* June 30, 2002

SIGNED AS TO TRANSFER AND ACCEPTANCE this 28th day of June 2002

ASSIGNOR - Seneca Resources Corporation	Assignee (1) - EOG Resources, Inc.
By - BM McMahan	By -
Title - Barry McMahan Senior Vice President	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).]

3) 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 11th day of June, 2002 by BARRY MCMAHAN, the Senior Vice President of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 28th day of June 2002, 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.

Carolyn S. Baughman, Notary Public

My Commission Expires:

July 9, 2005

CAROLYN S. BAUGHMAN
NOTARY
PUBLIC
STATE OF COLORADO

70

RECORDED 6/10/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1559
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 7

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment") is made and entered into by and between EDWARD M. WARNER, whose address is 1625 Larimer Street, Suite 2005, Denver, Colorado, 80248 ("Assignor") and TOM BROWN, INC., whose address is 555 Seventeenth Street, Suite 1850, Denver, Colorado, 80202 ("Assignee").

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

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

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

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

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

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

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

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

Assignor shall indemnify, save and hold harmless Assignee against all claims, costs, expenses and liabilities which accrue or relate to times prior to the effective date of this Assignment and Assignee shall indemnify, save and hold harmless Assignor against all claims, costs, expenses and liabilities which accrue or relate to times after the effective date of this Assignment. Assignor shall be entitled to receive all proceeds, including proceeds from production of oil and gas, attributable to the Leases before the effective date of this Assignment and Assignee shall be entitled to receive all proceeds, including proceeds from production of oil and gas, attributable to the Leases after the effective date of this Assignment. Assignee shall be responsible for and shall pay all sales taxes which may become due and payable pursuant to this

291712

RECORDED July 18 2002 8:00AM
IN BOOK 122 OF C PAGE 70
FEES $26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignment and Assignor shall be responsible for and shall pay all lawfully assessed production and personal property taxes accruing prior to the effective date of this Assignment.

THIS ASSIGNMENT is made and accepted without warranty of title, either express or implied, except by, through and under Assignor. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective heirs, successors and assigns. This Assignment shall be effective as of April 1, 2002 at 7:00 A.M. Mountain Standard Time.

ASSIGNOR:

Edward M. Warner

ASSIGNEE:

TOM BROWN, INC.

Rodney G. Mellott, Attorney-in-Fact

STATE OF Colorado)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Edward M. Warner, this 26th day of April, 2002.

Witness my hand and official seal.

My Commission expires:

5/14/05

GAIL ANNE BATES NOTARY PUBLIC STATE OF COLORADO

Notary Public

STATE OF COLORADO
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Rodney G. Mellott, Attorney-in-Fact for Tom Brown, Inc., this 26th day of April, 2002.

Witness my hand and official seal.

My Commission expires:

May 22, 2004

NORMA K. SHETTLE NOTARY PUBLIC STATE OF COLORADO

Notary Public

RECORDED 6/10/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1560
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 7

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RECORDED 6/10/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1561
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 7

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective April 1, 2002 by and between Tom Brown, Inc., as Purchaser and Edward M. Warner, as Seller.

SERIAL NUMBER: WYW-0274540 (TBI #801322)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 8: All
Containing 640.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0274546-B (TBI #801307)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: E/2
Containing 320.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0279705-B (TBI #801313)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: SW/4SE/4
Section 20: NE/4SW/4, N/2SE/4
Containing 160.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0311641-A (TBI #801321)
LESSOR: USA-BLM
LEASE DATE: October 1, 1964
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 3: Lots 3, 4, S/2NW/4
Township 26 North, Range 110 West, 6th P.M.
Section 21: SE/4
Section 22: E/2, SW/4, S/2NW/4, NE/4NW/4
Section 26: SW/4
Section 29: SE/4
Section 34: NE/4
Containing 1401.72 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0312237 (TBI #801320)
LESSOR: USA-BLM
LEASE DATE: November 1, 1964
LEGAL DESCRIPTION: Township 27 North, Range 111 West, 6th P.M.
Section 34: E/2SW/4, W/2NW/4
Containing 160.00 acres, more or less
~~Sweetwater~~ Sublette County, Wyoming

SERIAL NUMBER: WYW-0312237-B (TBI #801319)
LESSOR: USA-BLM
LEASE DATE: November 1, 1964
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 4: Lots 1, 2, S/2NE/4
Township 26 North, Range 110 West, 6th P.M.
Section 34: W/2SW/4, E/2NW/4
Containing 321.78 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0312793 (TBI #801327)
LESSOR: USA-BLM
LEASE DATE: December 1, 1964
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 10: S/2SW/4, NW/4SW/4
Containing 120.00 acres, more or less
Sweetwater County, Wyoming

[redacted] [redacted] [redacted]

SERIAL NUMBER: WYW-0316369 (TBI #801328)
LESSOR: USA-BLM
LEASE DATE: May 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 10: E/2SE/4, SW/4SE/4
Containing 120.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0318305 (TBI #801329)
LESSOR: USA-BLM
LEASE DATE: August 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 10: S/2NE/4
Section 15: NW/4SW/4
Containing 120.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0318314-A (TBI #801341)
LESSOR: USA-BLM
LEASE DATE: August 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 3: SW/4
Township 26 North, Range 110 West, 6th P.M.
Section 21: SW/4
Containing 320.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0318314-B (TBI #801331)
LESSOR: USA-BLM
LEASE DATE: August 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 3: Lots 1, 2, S/2NE/4, SE/4
Section 4: SW/4
Section 9: W/2
Township 26 North, Range 110 West, 6th P.M.
Section 21: NW/4, SW/4NE/4, E/2NE/4
Section 29: NE/4
Containing 1241.64 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0318316-A (TBI #801311)
LESSOR: USA-BLM
LEASE DATE: August 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 20: S/2S/2
Section 21: NE/4SW/4
Containing 200.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0318317-A (TBI #801332)
LESSOR: USA-BLM
LEASE DATE: August 1, 1965
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 29: N/2
Containing 320.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0323103 (TBI #801309)
LESSOR: USA-BLM
LEASE DATE: March 1, 1966
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: E/2SW/4
Section 20: N/2NE/4, NE/4NW/4
Containing 200.00 acres, more or less
Sweetwater County, Wyoming

RECORDED 6/10/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1562
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 7

RECORDED 6/18/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1563
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 7

SERIAL NUMBER: WYW-0323104 (TBI #801318)
LESSOR: USA-BLM
LEASE DATE: March 1, 1966
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 15: E/2, E/2W/2, SW/4SW/4
Section 20: NW/4NW/4
Section 22: N/2
Containing 880.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-0323866-A (TBI #801312)
LESSOR: USA-BLM
LEASE DATE: April 1, 1966
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 20: S/2NE/4, SE/4NW/4
Containing 120.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-3764 (TBI #801305)
LESSOR: USA-BLM
LEASE DATE: February 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 2: Lot 4
Containing 40.79 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-4295 (TBI #801308)
LESSOR: USA-BLM
LEASE DATE: March 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: NW/4SE/4
Containing 40.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-44445 (TBI #801344)
LESSOR: USA-BLM
LEASE DATE: July 1, 1974
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 14: SW/4SW/4
Containing 40.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-48188 (TBI #801310)
LESSOR: USA-BLM
LEASE DATE: December 1, 1974
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: NW/4, W/2NE/4, NE/4NE/4
Township 26 North, Range 110 West, 6th P.M.
Section 31: SE/4
Containing 440.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-52071 (TBI #801315)
LESSOR: USA-BLM
LEASE DATE: October 1, 1975
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 20: NW/4SW/4
Section 23: SE/4, S/2NE/4, NW/4NE/4, SE/4SW/4
Containing 360.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-52783 (TBI #801306)
LESSOR: USA-BLM
LEASE DATE: December 1, 1975
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 17: W/2SW/4, SE/4NE/4
Containing 120.00 acres, more or less
Sweetwater County, Wyoming

[redacted] [redacted] [redacted]

SERIAL NUMBER: WYW-52784 (TBI #801337)
LESSOR: USA-BLM
LEASE DATE: December 1, 1975
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 23: E/2NW/4, N/2SW/4, SW/4SW/4
Section 27: All
Section 28: All
Containing 1480.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-54916 (TBI #801336)
LESSOR: USA-BLM
LEASE DATE: June 1, 1976
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 23: W/2NW/4
Containing 80.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-6182-A (TBI #801314)
LESSOR: USA-BLM
LEASE DATE: June 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 20: SW/4NW/4
Containing 40.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-6183-A (TBI #801325)
LESSOR: USA-BLM
LEASE DATE: June 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 29: S/2
Containing 320.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-7991-A (TBI #801324)
LESSOR: USA-BLM
LEASE DATE: September 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 23: NE/4NE/4
Containing 40.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-9560 (TBI #801323)
LESSOR: USA-BLM
LEASE DATE: December 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 4: NE/4SE/4, S/2SE/4
Section 9: E/2
Township 26 North, Range 110 West, 6th P.M.
Section 29: W/2
Section 31: Lots 1 – 4, E/2W/2
Containing 1080.92 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111673 (TBI #801538)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 11: N/2NE/4
Containing 80.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111674 (TBI #801539)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 1: NW/4S/2SE/4, S/2SE/4
Section 13: SE/4
Section 24: SW/4
Containing 440.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111675 (TBI #~~111675~~ 801540)
LESSOR: USA-BLM
LEASE DATE: November 1, 1963
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 2: E/2SW/4
Containing 80.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111676 (TBI #801541)
LESSOR: USA-BLM
LEASE DATE: March 1, 1966
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 2: SE/4
Containing 160.00 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111677 (TBI #801542)
LESSOR: USA-BLM
LEASE DATE: February 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 2: Lot 3, S/2N/2
Containing 200.75 acres, more or less
Sweetwater County, Wyoming

SERIAL NUMBER: WYW-111678 (TBI #801543)
LESSOR: USA-BLM
LEASE DATE: March 1, 1967
LEGAL DESCRIPTION: Township 25 North, Range 110 West, 6th P.M.
Section 2: W/2SW/4
Containing 80.00 acres, more or less
Sweetwater County, Wyoming

RECORDED 6/10/2002 AT 09:00 AM REC# 1362380 BK# 0955 PG# 1565
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 7

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

02 JUL -4 PM 3:00
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)

Lease Serial No.
WYW-139793

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **SHAMA ZOE LIMITED PARTNERSHIP**
   Street **7128 S. POPLAR LANE**
   City, State, ZIP Code **ENGLEWOOD, CO 80112**

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	C	D	E	f
TOWNSHIP 30 NORTH, RANGE 110 WEST, 6TH PM SECTION 19: LOTS 3 AND 4, E/2SW CONTAINING 151 ACRES, MORE OR LESS. LOCATED IN SUBLETTE COUNTY, WYOMING ASSIGNMENT TO BE EFFECTIVE FEBRUARY 1, 2002	100%	100%	NONE	NONE	7.5% OF 8/8

RECORDED July 18 2002 8:00 AM 291713
IN BOOK 122 OR 6 PAGE 77
FEES $ 14.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seton

FOR ASSIGNEE

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective MAY 0 1 2002

By **/s/ Pamela J. Lewis** **Chief, Fluid Minerals Adjudication** APR 1 2 2002
(Authorized Officer) (Title) (Date)

77

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

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

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

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

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

Executed this 1st day of February, 2002

Name of Transferor: Pannonian Energy Inc. (Please type or print)

Transferor By: (Signature) Mark A. Erickson, President

Attorney-in-fact: (Signature)

14 Inverness Drive East, Suite H-236 (Transferor's Address)

Englewood, Colorado 80112 (City) (State) (Zip Code)

Executed this 1st Day of February, 2002

Shama Zoe Limited Partnership

Transferee or Attorney-in-fact By: 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 (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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 1st day of February, 2002, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership.

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

JoAnn Sarver, Notary Public

My Commission Expires: November 21, 2002

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 1st day of February, 2002, personally appeared MARK A. ERICKSON, President of Pannonian Energy Inc., a Delaware Corporation.

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

Suzanne Wright, Notary Public

My Commission Expires: January 18, 2006

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

State of Wyoming
Board of Land Commissioners
Oil & Gas Lease Interest Assignment

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

Wyoming Oil & Gas Lease Serial Number 98-00595 Assignment Approval Date JUL 0 5 2002

ASSIGNOR, with name and address at,

LaVon S. Hill Trust
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 100 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

ALL OF Section 16, Township 29 North, Range 110 West, 6th P.M., Sublette County, Wyoming, containing 640.00 acres, more or less.

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

1) ASSIGNEE, with name and address at:

Shama Zoe Limited Partnership, a Colorado limited partnership
7128 S. Poplar Lane
Englewood, CO 80112

100 percent interest in the total leasehold

281714

RECORDED July 18 2002 8:00AM
IN BOOK 122 OG PAGE 80
FEES $ 11.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

and reserving unto ASSIGNOR, Nothing

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 30th day of April, 2002.

ASSIGNOR - LaVon S. Hill Trust	Assignee (1) – Shama Zoe Limited Partnership, a Colorado limited partnership
By – LaVon S. Hill LaVon S. Hill	By – Gilman A. Hill
Title – Trustee	Title – General Partner

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 30th day of April, 2002, LaVon S. Hill, as Trustee of the LaVon S. Hill Trust

My Commission Expires: 11-21-2002

Notary Public

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

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 30th day of April, 2002, by Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado limited partnership.

My commission expires: 11-21-2002

Notary Public

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

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

Sublette County Recorder
P.O. Box 250
Pinedale WY 82941

July 2, 2002

281721

RECORDED July 18 2002 12:45PM
IN BOOK 122 046 PAGE 82
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Subject: Conveyance of interest in oil & gas properties

Company: EOG Resources, Inc Owner # 044835R
Unit Name: North LaBarge **DEEP** Unit
Location: Twnsp 27 North, Range 113 West
Section 8: W2NENE, SENENE, W2NE, SENE, E2NW, NESW, NESESW, SE
Section 9: W2SWNE, SESWNE, S2NWNW, S2NW, SW, W2SE
Section 16: N2N2, SWNE, N2SENE, SWSENE, S2NW, N2NESW, SENESW, N2NWSE, SWNWSE
Section 17: N2NE, NESWNE, SENE
Unit Interest: 0.00134860

This formally requests the recording of the transfer of ownership:
FROM: **Kathryn Van Dyke Trust Agreement**, dtd 11/16/90, David L. Van Dyke, Successor Co-Trustee (Milton William Van Dyke II, Successor Co-Trustee) 20200 Hwy 149 Powderhorn Colorado 81243-9401

Unit Interest: 0.0006743 to be TRANSFERRED TO:
Milton William Van Dyke II
438 County Road 29
Powderhorn CO 81243
970-641-2641
-and-
Unit Interest: 0.0006743 to be TRANSFERRED TO:
David Lee Van Dyke
20200 Hwy 149
Powderhorn CO 81243-9401
970-641-2868

Signed:

David Lee Van Dyke Successor Co-Trustee Date 7-16-02

Milton William Van Dyke II Successor Co-Trustee Date 16 July 2002

Enclosure(s);
Copy of Death Certificates, Milton William Van Dyke and Kathryn W. Van Dyke(resigned Trustee)
EOG Division Order June 26, 2002 (showing owner name, location, etc.)
Copy of Appointment of David L and Milton W. Van Dyke as Successor Co-Trustees dtd. 11April 2001.
Check #1053 in amount of $27.00 ($8 first page, $3.00 each x4 additional pages + $7 Doc. Fee)
Copy mailed David M Barton, Attorney 304 W. Tomichi Ave. Gunnison CO 81230 phone 970-641-2181
Copy mailed EOG Resources, Inc. PO Box 4362 Houston TX 77210-4362 (1200 Smith Street, 77002)

SublettecountyrecorderKAY.doc

Notary Public
Sublette County, Wyoming
Kathleen K. Williams - Notary

My Commission Expires August 8, 2004

TO WHOM IT MAY CONCERN:

Effective immediately, I, Kathryn W. VanDyke, hereby resign as Trustee of the Kathryn W. VanDyke Trust, which was established by and under the Kathryn W. VanDyke Trust Agreement dated November 26, 1990, as that Trust Agreement has been amended by the First and Second Amendments thereto, and ratify the appointment of my sons, Milton William VanDyke II and David Lee VanDyke (as made in the said Second Amendment) as co-Successor Trustees, to serve pursuant to the provisions of the Trust Agreement and the said First and Second Amendments.

Dated this 11 day of April, 2001.

Kathryn W. VanDyke

STATE OF UTAH

County of Salt Lake

On this 11th day of April, 2001, personally appeared before me Kathryn W. VanDyke, known to me to be the person whose name is subscribed to the foregoing document, who duly acknowledged to me that she signed the same as her free act and deed and for the purposes therein contained.

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

Notary Public
Residing at: SL county

My Commission Expires: 3 Dec 2002

WITNESSED BY: BONNIE McDOUGALL
Bonnie McDougall
1044 East 4008o #508A
SLC UT 84102

JULIE STRINGHAM

c:\myfiles\ctv\est-plan\trusts\vandyke-kathryn.resignation

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CERTIFICATION OF VITAL RECORD

STATE OF COLORADO

STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER

#19, Bk. 42, Dist. 102

DECEDENT

1. DECEDENT'S NAME (First, Middle, Last): Kathryn Willey VAN DYKE
2. SEX: Female
3. DATE OF DEATH (Month, Day, Year): March 6, 2002
4. SOCIAL SECURITY NUMBER: 577-44-9018
5a. AGE (Last Birthday (Years)): 90
5b. UNDER 1 YEAR (Mos. / Days):
5c. UNDER 1 DAY (Hrs. / Mins.):
6. DATE OF BIRTH (Month, Day, Year): December 23, 1911
7. BIRTHPLACE (City and State or Foreign Country): Salt Lake City, Utah
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☒ No ☐ Yes
9a. PLACE OF DEATH (Check only one): ☐ Hospital: ☐ Inpatient ☐ ER/Outpatient ☐ DOA ☒ Other: ☒ Nursing Home ☐ Residence ☐ Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): Health Care Center Of Gunnison
9c. CITY, TOWN, OR LOCATION OF DEATH: Gunnison
9d. COUNTY OF DEATH: Gunnison
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Homemaker
10b. KIND OF BUSINESS/INDUSTRY: Own Home
11. MARITAL STATUS: Married, Never Married, Widowed, Divorced (Specify): Widowed
12. SPOUSE (If wife, give maiden name): Milton W. Van Dyke
13a. RESIDENCE-STATE: Colorado
13b. COUNTY: Gunnison
13c. CITY, TOWN, OR LOCATION: Powderhorn
13d. STREET AND NUMBER: 20200 N Hwy. 149
13e. INSIDE CITY LIMITS? ☐ Yes ☒ No
13f. ZIP CODE: 81243
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - if yes, specify Cuban, Mexican, Puerto Rican, etc.) ☒ No ☐ Yes
15. RACE - American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or Secondary (0 through 12) College (13 through 15 or 17+): 12

PARENTS

17. FATHER-NAME (First, Middle, Last): David O. Willey
18. MOTHER-NAME (First, Middle, Last (Maiden Name)): Mary Ann Price
19. INFORMANT NAME and relationship to deceased: David L. Van Dyke Son

DISPOSITION

20a. METHOD OF DISPOSITION: ☒ Burial ☐ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Provo City Cemetery
20c. LOCATION - City or Town, State: Provo, Utah
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: Calvin L. LeChot
21b. NAME AND ADDRESS OF FACILITY: LeChot Funeral Home 118 N. Wisconsin St. Gunnison, Colorado ZIP 81230
22a. REGISTRAR'S SIGNATURE: Kathy L. Ashwood
22b. DATE FILED (Month, Day, Year): March 8, 2002
23. TIME OF DEATH: 1:15 AM
24. DATE PRONOUNCED DEAD (Month, Day, Year): March 6, 2002
24. TIME PRONOUNCED DEAD (Hour): 1:15 AM
25. WAS CORONER NOTIFIED? (Yes or No): No

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated.
Signature: Jay W. McMurren MD
28. DATE SIGNED (Month, Day, Year): MARCH 8, 2002

TO BE COMPLETED BY CORONER

27. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner as stated.
Signature:
29. DATE SIGNED (Month, Day, Year):

1 _____
2 _____
3 _____
4 _____
5 _____

30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print): JAY W. McMURREN, MD 130 E. VIRGINIA GUNNISON, Colo 81230
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print):

32. MANNER OF DEATH: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Undetermined Manner ☐ Homicide
33a. DATE OF INJURY (Month, Day, Year):
33b. TIME OF INJURY:
33c. INJURY AT WORK? ☐ Yes ☐ No
33d. DESCRIBE HOW INJURY OCCURRED:
33e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
33f. LOCATION (Street and Number or Rural Route Number, City, County, State):

CAUSE OF DEATH

34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) Interval between onset and death

PART I CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST (c)

(a) CARDIORESPIRATORY ARREST — Minutes
DUE TO OR AS A CONSEQUENCE OF
(b) CEREBROVASCULAR DISEASE — YEARS
DUE TO OR AS A CONSEQUENCE OF
(c) ATHEROSCLEROTIC VASCULAR DISEASE — Years

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g. alcohol abuse, obesity, smoker)

CHRONIC ANXIETY

36. AUTOPSY (Yes or No): No
38. IF YES were findings considered in determining cause of death?

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD WHICH IS IN MY CUSTODY

DATE ISSUED March 8, 2002 Ronald S. Hyman

RONALD S. HYMAN
STATE REGISTRAR

SL 1648798

Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW. Section 25-2-118, Colorado Revised Statutes, 1982, if any person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

STATE OF COLORADO 1876

American Bank Note Company ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 18-3579

STATE FILE NUMBER

1. NAME OF DECEDENT — FIRST: Milton; MIDDLE: William; LAST: VAN DYKE
2. SEX: Male
3. RACE (White, Black, Am. Indian, etc.): White
4. DATE OF DEATH (Month, Day, Year): October 19, 1984
5. HISPANIC ORIGIN? YES ☐ NO ☐ (If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ If other, specify)
6. DATE OF BIRTH (Month, Day, Year): August 19, 1905
7. AGE (Last Birthday): 79 YRS.
8. IF UNDER 1 YEAR: Months / Days
9. IF UNDER 24 HOURS: Hours / Minutes
10. BIRTHPLACE (State or foreign country): Provo Utah
11. CITIZEN OF WHAT COUNTRY: USA
12. MARITAL STATUS: Never Married ☐ Married ☒ Widowed ☐ Divorced ☐
13. EDUCATION — (Specify only highest grade completed. Elementary or Secondary (0-12) College (13-16 or 17+)): 12+2
14. SOCIAL SECURITY NUMBER: 224-60-7076
15a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Procurement Officer
15b. KIND OF BUSINESS OR INDUSTRY: Bureau of Land Mgt.
16. NAME of surviving spouse (If wife, enter maiden name): Kathryn Willey
17. FATHER'S NAME: Alfred O. Van Dyke
18. MAIDEN NAME OF MOTHER: Avera Hardy
19. Was decedent ever in U.S. Armed Forces? YES ☐ NO ☒
20a. USUAL RESIDENCE — (Street address or location): 4785 Dipo Place #C
20b. INSIDE CITY LIMITS? YES ☐ NO ☒
20c. CITY OR TOWN: Salt Lake
20d. COUNTY: Salt Lake
20e. STATE AND ZIP CODE: Utah 84117
21. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Kathryn W. Van Dyke (Wife) 4785 Dipo Place #C Salt Lake City, Utah 84117
22a. PLACE OF DEATH (Name of hospital, nursing home or other institution where death occurred. If outside an institution, give street address or location): Holy Cross
Inpatient ☐ E.D. patient ☐ DOA ☐
22b. CITY OR TOWN: Salt Lake
22c. COUNTY: Salt Lake

MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and/or investigation of the circumstances.
Decedent was pronounced dead at HOUR ____ DAY ____ DATE ____

INVESTIGATOR: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below, that I attended the deceased, and I last saw the deceased alive on: 10 day, 84 year.
Not certified by medical examiner, was death reported to him? YES ☐ NO ☐ xx
If yes enter the date and hour reported M.E. Case No. ____

22d. HOUR ____ MO ____ DAY ____ YEAR ____

23. Burial ☐ Entombment ☐ Cremation ☐ Other ☐
24. DATE: 10/22/84
25. SIGNATURE — Funeral Director: A.E. Robbins
26. FUNERAL HOME — Name, address and license number: MacKay-Cottonwood Mortuary Salt Lake City, Utah
27. LOCAL REGISTRAR — Signature: Barry Jr. D. Burke D.D.S.
28. Date accepted for registration: Oct. 23, 1984
29. NAME AND LOCATION OF CEMETERY OR CREMATORY: Provo City Cemetery, Provo, Utah

PART I. DEATH WAS CAUSED BY: (Enter only one cause per line for A, B and C.)
IMMEDIATE CAUSE (A): Pulmonary embolism
DUE TO, OR AS A CONSEQUENCE OF (B): Thrombophlebitis
DUE TO, OR AS A CONSEQUENCE OF (C):
CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A) STATING THE UNDERLYING CAUSE LAST.
Interval between onset and death: (A) 1 hr; (B) ____; (C) ____

PART II. OTHER SIGNIFICANT CONDITIONS — CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.

30. AUTOPSY? YES ☐ NO ☒
31. If YES, were findings considered in determining cause of death? YES ☐ NO ☐
32. Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined if Injured Accidently or Purposely ☐
33. DATE of Injury (Month, Day, Year)
34. TIME OF INJURY (24 Hour Clock)
35. INJURY AT WORK? YES ☐ NO ☐
36. PLACE OF INJURY (Specify home, farm, factory, highway, street, office buildings, etc.)
37. LOCATION OF INJURY — STREET AND NUMBER OR LOCATION AND CITY OR TOWN.
38. Distance from place of injury to usual residence (from 18): Miles
39. Were laboratory tests done for drugs or toxic chemicals? YES ☐ NO ☐
40. Were specimens sent for drugs? YES ☐ NO ☐
41. DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 20)
If motor vehicle accident, specify if decedent was driver, passenger or pedestrian

CERTIFIER'S name and title (Type or print): Keith M. Pearson M.D.
DATE SIGNED (Month, Day, Year): 10-22-84
CERTIFIER'S address and zip code: 1002 East So. Temple, SLC, Utah
UTAH PHYSICIAN LICENSE NUMBER: 270

This is to certify that this is a true copy of the information on file in this office. This certified copy is issued under authority of Section 26-15-26 of the Utah Code Annotated, 1953 as amended.

Date Issued NOV 29 1990

Harry L. Gibbons, M.D., M.P.H.
Director of Health

Mary Lee J. MacKay
DEPUTY REGISTRAR

SALT LAKE COUNTY

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES

EOG Resources, Inc.
1200 Smith Street
Houston, TX 77002

P.O. Box 4362
Houston, TX 77210-4362

DIVISION ORDER

(ALL STATES EXCLUDING TEXAS)

P. O. Box 4362
Houston, Texas 77210-4362
Attn: Deborah D. Johnson
(713) 651-6706

Date: January 14, 2002
Division Order No: 0024350002/102
Well Classification: ALL
Effective Date: 2/1/2000

North LaBarge Deep Unit Fifth Revision to Consolidated Baxter Formation Participating Area A-B, as approved by the Bureau of Land Management effective February 1, 2000, containing 1,310.00 acres of land

Each of the undersigned certify and guarantee that they are the legal owners of and hereby warrant title to their respective interests as set out below, in all the oil and gas produced from the lands hereinafter described. The word "oil" shall also include condensate, distillate and other liquid hydrocarbons, and the word "gas" shall also include casinghead gas, (hereafter referred to as hydrocarbons). The word "you" when used herein shall mean EOG Resources, Inc., its successors or assigns. This Division Order shall apply to production from the following described land situated in Sublette County, Wyoming, to wit:

Sublett County WY

Township 27 North, Range 113 West
Section 8: W2NENE, SENENE, W2NE, SENE, E2NW, NESW, NESESW, SE
Section 9: W2SWNE, SESWNE, S2NWNW, S2NW, SW, W2SE
Section 16: N2N2, SWNE, N2SENE, SWSENE, S2NW, N2NESW, SENESW, N2NWSE, SWNWSE
Section 17: N2NE, NESWNE,SENE

KGJ

EOG Resources, Inc. will make distribution of proceeds from the sale of gas and/or oil, as applicable, from the above described property in accordance with the following division of interest:

NAME	INTEREST IN TOTAL PRODUCTION
SEE ATTACHED EXHIBIT "A"	

The following covenants and agreements are part of this division order and shall be binding upon the parties and their respective heirs, devisees, administrators, executors and assigns:

1. Settlement hereunder shall be made on the basis of the proceeds derived from sales of such hydrocarbons and upon the volume computations made by the purchaser(s) thereof.

2. Payment hereunder shall be made by mailing check of EOG Resources, Inc. (hereinafter called "EOG") to each of the parties thereto entitled at the address above given, the parties hereto authorize EOG to withhold from the proceeds of the sale of any and all hydrocarbons referred to herein the amount of any tax placed thereon, or on the production thereof, by any governmental authority, and to pay the same on behalf of the parties hereto.

3. Liquid hydrocarbons produced from any well shall be your property and the parties hereto, their heirs, successors, assigns, or legal representatives shall be paid for all such liquid hydrocarbons saved and sold in proportion to their respective interests at the price at the mouth of the well currently received by you from your vendee.

KATHRYN VAN DYKE TRUST 044835R
AGREEMENT, DTD 11/16/90
DAVID L VANDYKE, SUCC CO-TTEES
20200 HIGHWAY 149
POWDERHORN CO 81243-9401

This DO mailed 2/17/02 to EOG

Sublette County Recorder
P.O. Box 250
Pinedale WY 82941

July 2, 2002

291722

RECORDED July 18 2002 12:45pm
IN BOOK 122 OR 6 PAGE 87
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cotton

Subject: Conveyance of interest in oil & gas properties

Company: EOG Resources, Inc Owner # 085965R
Unit Name: North LaBarge **Shallow** Unit
Location: Twnsp 27 North, Range 113 West
Section 04: S2SESW, SWSE
Section 08: E2, E2W2
Section 09: WW2, W2E2
Section 16: N2N2, SENE, NESE, N2SW, S2NW, SWSW, N2SESE, SESESE
Section 17: E2, N2NENW, E2NESW
Section 20: W2NE
Unit Interest: 0.00096719

This formally requests the recording of the transfer of ownership:
FROM: Milton William Van Dyke Family Trust, David L. Van Dyke, Successor Co-Trustee
(Milton William Van Dyke II, Successor Co-Trustee) 20200 Hwy 149 Powderhorn Colorado 81243-9401

Unit Interest: 0.00048360 to be TRANSFERRED TO:
Milton William Van Dyke II
438 County Road 29
Powderhorn CO 81243
970-641-2641
-and-
Unit Interest: 0.00048359 to be TRANSFERRED TO:
David Lee Van Dyke
20200 Hwy 149
Powderhorn CO 81243-9401
970-641-2868

Signed:

David Lee Van Dyke Successor Co-Trustee Date 7-16-02

Milton William Van Dyke II Successor Co-Trustee Date 16 July 2002

Enclosure(s);
Copy of Death Certificates, Milton William Van Dyke and Kathryn W. Van Dyke(resigned Trustee)
EOG Division Order June 26, 2002 (showing owner name, location, etc.)
Copy of Appointment of David L and Milton W. Van Dyke as Successor Co-Trustees dtd. 11April 2001.
Check #1054 in amount of $27.00 ($8 first page, $3 each x4 additional pages =$7 Doc. Fee)
Copy mailed David M Barton, Attorney 304 W. Tomichi Ave. Gunnison CO 81230 phone 970-641-2181
Copy mailed EOG Resources, Inc. PO Box 4362 Houston TX 77210-4362 (1200 Smith Street, 77002)

Sublettecountyrecorder.doc

Notary Public
Deborah L Williams - Notary
My Commission Expires August 8, 2004

TO WHOM IT MAY CONCERN:

Effective immediately, I, Kathryn W. VanDyke, hereby resign as Trustee of the Kathryn W. VanDyke Trust, which was established by and under the Kathryn W. VanDyke Trust Agreement dated November 26, 1990, as that Trust Agreement has been amended by the First and Second Amendments thereto, and ratify the appointment of my sons, Milton William VanDyke II and David Lee VanDyke (as made in the said Second Amendment) as co-Successor Trustees, to serve pursuant to the provisions of the Trust Agreement and the said First and Second Amendments.

Dated this 11 day of April, 2001.

Kathryn W. VanDyke

STATE OF UTAH

County of Salt Lake

On this 11th day of April, 2001, personally appeared before me Kathryn W. VanDyke, known to me to be the person whose name is subscribed to the foregoing document, who duly acknowledged to me that she signed the same as her free act and deed and for the purposes therein contained.

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

Notary Public
Residing at: SL county

My Commission Expires: 3 Dec 2002

WITNESSED BY: Bonnie McDougall
Bonnie McDougall
1044 East 400 So #508A
SLC, UT 84102

Julie Stringham

c:\myfiles\ctv\est-plan\trusts\vandyke-kathryn.resignation

CERTIFICATION OF VITAL RECORD

STATE OF COLORADO

STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER

#19, Bk. 42, Dist. 102

DECEDENT

1. DECEDENT'S NAME (First, Middle, Last): Kathryn Willey VAN DYKE
2. SEX: Female
3. DATE OF DEATH (Month, Day, Year): March 6, 2002
4. SOCIAL SECURITY NUMBER: 577-44-6618
5a. AGE - Last Birthday (Years): 90
5b. UNDER 1 YEAR: Mos. / Days
5c. UNDER 1 DAY: Hrs. / Mins.
6. DATE OF BIRTH (Month, Day, Year): December 23, 1911
7. BIRTHPLACE (City and State or Foreign Country): Salt Lake City, Utah
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
9a. PLACE OF DEATH (Check only one): HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER: ☒ Nursing Home ☐ Residence ☐ Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): Health Care Center Of Gunnison
9c. CITY, TOWN, OR LOCATION OF DEATH: Gunnison
9d. COUNTY OF DEATH: Gunnison
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Homemaker
10b. KIND OF BUSINESS/INDUSTRY: Own Home
11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): Widowed
12. SPOUSE (If wife, give maiden name): Milton W. Van Dyke
13a. RESIDENCE STATE: Colorado
13b. COUNTY: Gunnison
13c. CITY, TOWN, OR LOCATION: Powderhorn
13d. STREET AND NUMBER: 20200 N Hwy. 149
13e. INSIDE CITY LIMITS? ☐ Yes ☒ No
13f. ZIP CODE: 81243
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☒ No ☐ Yes Specify
15. RACE - American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or Secondary (0 through 12) College (13 through 16 or 17+): 12

PARENTS

17. FATHER NAME (First, Middle, Last): David O. Willey
18. MOTHER NAME (First, Middle, Last (Maiden Name)): Mary Ann Price
19. INFORMANT NAME and relationship to deceased: David L. Van Dyke Son

DISPOSITION

20a. METHOD OF DISPOSITION: ☒ Burial ☐ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Provo City Cemetery
20c. LOCATION - City or Town, State: Provo, Utah
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: LeChot
21b. NAME AND ADDRESS OF FACILITY: LeChot Funeral Home, Gunnison, Colorado 118 N. Wisconsin St. ZIP 81230
22a. REGISTRAR'S SIGNATURE: Kathy L. Ashwood
22b. DATE FILED (Month, Day, Year): March 8, 2002
23. TIME OF DEATH: 1:15 AM
24. DATE PRONOUNCED DEAD (Month, Day, Year, Hour): March 6, 2002 1:15 AM
25. WAS CORONER NOTIFIED? (Yes or No): No

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature: Jay W. McMurren MD
27. DATE SIGNED (Month, Day, Year): MARCH 8, 2002

TO BE COMPLETED BY CORONER

27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature:
28. DATE SIGNED (Month, Day, Year):

30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print): JAY W. McMURREN, M.D. 130 E. VIRGINIA GUNNISON Colo 81230
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print):

1 ____
2 ____
3 ____
4 ____
5 ____

32. MANNER OF DEATH: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Undetermined Manner ☐ Homicide
33a. DATE OF INJURY (Month, Day, Year):
33b. TIME OF INJURY:
33c. INJURY AT WORK? ☐ Yes ☐ No
33d. DESCRIBE HOW INJURY OCCURRED:
33e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):
33f. LOCATION (Street and Number or Rural Route Number, City, County, State):

CAUSE OF DEATH

PART I — CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) alone.

(a) CARDIORESPIRATORY ARREST — Interval between onset and death: MINUTES
DUE TO OR AS A CONSEQUENCE OF
(b) CEREBROVASCULAR DISEASE — Interval between onset and death: YEARS
DUE TO OR AS A CONSEQUENCE OF
(c) ATHEROSCLEROTIC VASCULAR DISEASE — Interval between onset and death: YEARS

PART II — OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g., alcohol abuse, obesity, smoker): CHRONIC ANXIETY

35. AUTOPSY (Yes or No): No
36. IF YES were findings considered in determining cause of death?

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD WHICH IS IN MY CUSTODY.

DATE ISSUED March 8, 2002 Ronald S Hyman

RONALD S HYMAN
STATE REGISTRAR

Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if any person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

F648798

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

SALT LAKE CITY - COUNTY HEALTH DEPARTMENT

DIVISION OF VITAL STATISTICS

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 18-3579 STATE FILE NUMBER

1 NAME OF DECEDENT — FIRST: Milton — MIDDLE: William — LAST: VAN DYKE

2 SEX: Male

3 RACE (White, Black, Am. Indian, etc.) (specify): White

4 DATE OF DEATH (Month, Day, Year): October 19, 1984

5 WAS DECEDENT OF SPANISH ORIGIN? YES ☐ NO ☐ (If yes, indicate type) Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ (If other specify)

6 DATE OF BIRTH (Month, Day, Year): August 19, 1905

7 AGE (Last Birthday): 79 Yrs. — IF UNDER 1 year: Months / Days — IF UNDER 24 HOURS: Hours / Minutes

8a BIRTHPLACE (State or foreign country): Provo, Utah

8b CITIZEN of what country: USA

9 MARITAL STATUS: Never Married ☐ Married ☒ Widowed ☐ Divorced ☐

10 EDUCATION — (Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 12+2

11 SOCIAL SECURITY NUMBER: 224-60-7076

12a USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Procurement Officer

12b KIND OF BUSINESS OR INDUSTRY: Bureau of Land Mgt.

13 NAME of surviving spouse (If wife, enter maiden name): Kathryn Willey

14 NAME OF FATHER: Alfred O. Van Dyke

15 MAIDEN NAME OF MOTHER: Avera Hardy

16 Was decedent ever in U.S. Armed Forces? YES ☐ NO ☒

17a USUAL RESIDENCE — (Street address and number): 4785 Dipo Place #C

17b INSIDE CITY LIMITS? YES ☐ NO ☒

17c CITY OR TOWN: Salt Lake

17d COUNTY: Salt Lake

17e STATE AND ZIP CODE: Utah 84117

18 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Kathryn W. Van Dyke (Wife), 4785 Dipo Place #C, Salt Lake City, Utah 84117

19a NAME of hospital, nursing home or other institution where death occurred (If outside an institution, give street address or location): Holy Cross — Inpatient ☐ E.D. patient ☐ DOA ☐

19b CITY OR TOWN: Salt Lake

19c COUNTY: Salt Lake

20a MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and or investigation of the circumstances. Decedent was pronounced dead at HOUR ____ DATE ____

20b PHYSICIAN OR MEDICAL EXAMINER SIGNATURE: [signature]

20c TIME of death (24 hr. clock): 2000

21a PHYSICIAN: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below. That I attended the decedent and I last saw the deceased alive on month ____ day ____ year ____

21b CERTIFIER'S name and title (Type or print): Keith M. Pearson M.D.

21c DATE SIGNED (Month, Day, Year): 10/22/84

If not certified by medical examiner, was death reported to him? YES ☐ NO ☐ **

If yes, enter the date and hour reported. M.E. Case No. ____

HOUR ____ MO ____ DAY ____ YEAR ____

21d CERTIFIER'S address and zip code: 1002 East So. Temple, SLC, Utah

21e UTAH PHYSICIAN LICENSE NUMBER: [illegible]

22a Burial ☒ Removal ☐ Entombment ☐ Cremation ☐ Other ☐

22b DATE: 10/22/84

23 SIGNATURE OF FUNERAL DIRECTOR: [signature]

24 FUNERAL HOME — Name, address and license number: MacKay-Cottonwood Mortuary, Salt Lake City, Utah

25 NAME AND LOCATION OF CEMETERY OR CREMATORY: Provo City Cemetery, Provo, Utah

26 LOCAL REGISTRAR — SIGNATURE: [signature]

27 DATE ACCEPTED FOR REGISTRATION: Oct. 23, 1984

28 PART I. DEATH WAS CAUSED BY — IMMEDIATE CAUSE (Enter only one cause per line for A, B and C.)

(A) [illegible]

CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A) STATING THE UNDERLYING CAUSE LAST

DUE TO, OR AS A CONSEQUENCE OF (B) [illegible]

DUE TO, OR AS A CONSEQUENCE OF (C)

Interval between onset and death: [illegible]

Interval between onset and death: [illegible]

Interval between onset and death:

29 PART II. OTHER SIGNIFICANT CONDITIONS — CONTRIBUTING TO DEATH, BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I

30 AUTOPSY: YES ☐ NO ☒

31a If YES, were findings considered in determining cause of death? YES ☐ NO ☐

32 Accident ☐ Suicide ☐ Homicide ☐ Pending investigation ☐ Undetermined if injured Accidently or Purposely ☐

32a DATE of injury (Month, Day, Year)

32b TIME OF INJURY (24 Hour Clock)

33 INJURY AT WORK? YES ☐ NO ☐

34 PLACE OF INJURY (Specify home, farm, factory, highway, street, office buildings, etc.)

35a LOCATION OF INJURY — STREET AND NUMBER OR LOCATION AND CITY OR TOWN

35b Distance from place of injury to usual residence (Item 18): ____ Miles

36 Were laboratory tests done for drugs or toxic chemicals? YES ☐ NO ☐

37 Were laboratory tests done for alcohol? YES ☐ NO ☐

38 DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 28)

39 If motor vehicle accident, specify if decedent was driver, passenger or pedestrian

This is to certify that this is a true copy of the information on file in this office. This certified copy is issued under authority of Section 26-15-26 of the Utah Code Annotated, 1953 as amended.

Date Issued NOV 29 1990

Harry L. Gibbons, M.D., M.P.H.
Director of Health

Mary Lue J. MacKay
DEPUTY REGISTRAR

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

[redacted] [redacted] [redacted]

eog resources

EOG Resources, Inc.
1200 Smith Street
Houston, TX 77002

P.O. Box 4362
Houston, TX 77210-4362

DIVISION ORDER

(ALL STATES EXCLUDING TEXAS)

P. O. Box 4362
Houston, Texas 77210-4362
Attn: Deborah D. Johnson)
(713) 651-6706

Date: June 26, 2002
Division Order No: 0261420001/106/107
Well Classification: Gas/Con
Effective Date: September 1, 2000

North LaBarge Shallow Unit Sixteenth Revision to Participating Area, as approved by the Bureau of Land Management effective September 1, 2000, containing 1,930.00 acres of land

Each of the undersigned certify and guarantee that they are the legal owners of and hereby warrant title to their respective interests as set out below, in all the oil and gas produced from the lands hereinafter described. The word "oil" shall also include condensate, distillate and other liquid hydrocarbons, and the word "gas" shall also include casinghead gas, (hereafter referred to as hydrocarbons). The word "you" when used herein shall mean EOG Resources, Inc., its successors or assigns. This Division Order shall apply to production from the following described land situated in Sublette County, Wyoming, to wit:

Sublett Cty, WY

Township 27 North, Range 113 West
Section 04: S2SESW, SWSE
Section 08: E2, E2W2
Section 09: W2, W2E2
Section 16: N2N2, SENE, NESE, N2SW, S2NW, SWSW, N2SESE, SESESE
Section 17: E2, N2NENW, E2NESW
Section 20: W2NE

EOG Resources, Inc. will make distribution of proceeds from the sale of gas and/or oil, as applicable, from the above described property in accordance with the following division of interest:

NAME	INTEREST IN TOTAL PRODUCTION
SEE ATTACHED EXHIBIT "A"	

The following covenants and agreements are part of this division order and shall be binding upon the parties and their respective heirs, devisees, administrators, executors and assigns:

1. Settlement hereunder shall be made on the basis of the proceeds derived from sales of such hydrocarbons and upon the volume computations made by the purchaser(s) thereof.

2. Payment hereunder shall be made by mailing check of EOG Resources, Inc. (hereinafter called "EOG") to each of the parties thereto entitled at the address above given, the parties hereto authorize EOG to withhold from the proceeds of the sale of any and all hydrocarbons referred to herein the amount of any tax placed thereon, or on the production thereof, by any governmental authority, and to pay the same on behalf of the parties hereto.

3. Liquid hydrocarbons produced from any well shall be your property and the parties hereto, their heirs, successors, assigns, or legal representatives shall be paid for all such liquid hydrocarbons saved and sold in proportion to their respective interests at the price at the mouth of the well currently received by you from your vendee.

085965R

MILTON WILLIAM VAN DYKE
FAMILY TRUST
DAVID L VAN DYKE, CO-SUCC TTEE
20200 HIGHWAY 149
POWDERHORN CO 81243-9401

19.4

WHEN RECORDED RETURN TO:
JOHN C. OSMOND
400 S. STEELE ST., #55
DENVER, CO 80209

RECORDED July 25 2002 1:00PM
IN BOOK 122 O&G PAGE 92
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

291832

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Donald R. Hembre and **Lewis & Clark Exploration Co.**, 1100 West Littleton Blvd. Suite 101, Littleton, Colorado 80120, ASSIGNORS, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, do hereby convey, transfer, and assign and deliver unto the following in the identified proportions:

MAP2001-NET, an Oklahoma general partnership c/o Mineral Acquisition Partners, Inc. 100 Park Avenue, Suite 1007 Oklahoma City, Oklahoma 73102 Tax ID #73-1618912	**87.5%**
John C. Osmond 400 South Steele St. #55 Denver, Colorado 80209	**12.5%**

hereafter ASSIGNEES, a total 0.5% of 8/8ths overriding royalty interest in the following leases and lands in Sublette County, State of Wyoming, being more particularly described as follows:

A. Lease: Oil, Gas and Mineral Lease dated July 1, 1975 and recorded February 20, 1980 in Book 58 O&G, Page 626, from Brandt M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, to Leonard Hay

Lands: Township 31 North, Range 109 West, 6th P.M.
Section 10: NE1/4SE1/4, S1/2SE1/4
Section 11: Lots 2 [NW1/4SE1/4], 3 [NE1/4SW1/4], 4, 5, 6 and 7 [S1/2S1/2], W1/2NE1/4, S1/2NW1/4, NW1/4SW1/4
Section 14: Lots 1 and 2 [NW1/4NW1/4], NE1/4NW1/4
Section 15: Lots 1and 2 [N1/2NE1/4]

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 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, T31N, R109W, 6th P.M.

(the "Jensen Lease").

ASSIGNORS hereby intend to convey a total 0.5% of 8/8ths overriding royalty interest in the Jensen Lease as to all depths and as to all existing and future wells located on the Jensen Lease. Said overriding royalty interest is being conveyed out of the ASSIGNORS' interests which were acquired by ASSIGNORS in the following assignments:

1. Assignment of Overriding Royalty dated effective September 1, 1994 and recorded November 28, 1994 in Book 100 O&G, Page 28, in which Donald R. Hembre acquired a 2.5% of 8/8ths overriding royalty interest in the Jensen Lease, but limited in depths "from the surface down to the stratigraphic equivalent of 10,320 feet as encountered in the Jensen #1 well;"

2. Assignment of Overriding Royalty dated effective November 1, 1999 and recorded April 9, 1999 in Book 111 O&G, Page 12, in which Donald R. Hembre acquired a 2.5% of 8/8ths overriding royalty interest in the Jensen #4 wellbore and limited to those depths "from the stratigraphic equivalent of 10,320 feet below the surface as encountered in the Jensen #1 well...down to the stratigraphic equivalent of 11,306 feet below the surface, as encountered in the Jensen #4 well...;"

3. Assignment of Overriding Royalty Interest dated effective August 1, 2001 and recorded October 11, 2001 in Book 119 O&G, Page 515, in which Donald R. Hembre acquired a 2.5% of 8/8ths overriding royalty interest in the Jensen Lease, without depth limitations, however, excluding the existing wells described therein as the Jensen No.1, Jensen No. 2, Jensen No. 3, Jensen No. 4 and Jensen No. 1A wells; and

4. Wellbore Assignment and Bill of Sale dated effective March 1, 2001 and recorded August 9, 2001 in Book 119 O&G, Page 178, in which Lewis & Clark Exploration Co. acquired a 2.5% working interest in the Jensen #1A wellbore.

B. Lease: Oil and Gas Lease dated September 16, 1994 and recorded September 20, 1994 in Book 99 O&G, Page 83, from Elva Louise Vible to Leonard Hay

Lands: Township 31 North, Range 108 West, 6th P.M.

Section 5: Lot 4 [NW1/4NW1/4], SW1/4NW1/4
Section 6: Lots 1 and 2 [N1/2NE1/4], S1/2NE1/4, Lot 5 [SW1/4NW1/4], SE1/4NW1/4, Lots 6, 7, 12 and 13 [SW1/4]
Section 7: Lots 1 [NE1/4NW1/4] and 2 [NW1/4NW1/4], NW1/4NE1/4

Township 32 North, Range 108 West, 6th P.M.
Section 32: S1/2SW1/4

Township 31 North, Range 109 West, 6th P.M.
Section 1: S1/2NE1/4, Lot 5 [SE1/4SE1/4], NE1/4SE1/4, W1/2SE1/4, E1/2 SW1/4, SW1/4SW1/4
Section 11: E1/2NE1/4
Section 12: Lots 1and 2 [N1/2NE1/4] and 3 [NE1/4NW1/4], NW1/4NW1/4, Lot 4 [SW1/4NW1/4]

(the "Vible Lease").

It is the ASSIGNORS intent and they do hereby assign said overriding royalty interest in all lands covered by the Vible Lease including those lands which are appurtenant to Lots 12 and 13 of Section 6, Lots 1 and 2 of Section 7, T31N, R108W, 6th P.M., and Lot 5 of Section 1, Lots 1, 2, 3, and 4 of Section 12, T31N, R109W, 6th P.M. if said appurtenant lands are deemed to be not sufficiently described by utilization of the applicable lot designations.

The oil, gas and other hydrocarbons attributable to the overriding royalty interest conveyed herein shall be delivered free of cost to the ASSIGNEES in the pipelines serving the above-described leases and lands or the tanks erected thereupon for the purpose of storing such products.

This overriding royalty interest shall be applicable to all extensions and renewals of the above-described leases.

[redacted] [redacted] [redacted]

ASSIGNORS warrant and agree to defend title, and to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

Dated this 12TH day of July, 2002, but effective as of June 1, 2002.

Lewis & Clark Exploration Co.

Donald R. Hembre

By: Donald R. Hembre
Title: President

Donald R. Hembre

Donald R. Hembre

STATE of COLORADO)
)ss.
COUNTY of ARAPAHOE)

The foregoing Assignment of Overriding Royalty Interests was acknowledged before me this 12 day of JULY, 2002, by Donald R. Hembre, individually and as President of Lewis & Clark Exploration Co.

Laura A. Schick
NOTARY PUBLIC
Residing at: 7310 E HARVARD AVE #204
DENVER CO 80231

My Commission Expires
8/17/04

LAURA A. SCHICK NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
August 17, 2004

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ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: Gundry-White Properties, LLC
518 17th Street, Suite 1108
Denver, CO 80202

hereinafter called Assignor, for and in consideration of One Dollar ($1.00) the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

Berco Resources, LLC
1200 17th Street, Suite 600
Denver, CO 80202

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas leases more particularly described in Exhibit "A" attached hereto, and made a part hereof insofar as said leases cover the lands in Sublette County, Wyoming, described on said Exhibit "A".

This Assignment is made without warranty of title, either express or implied.

EXECUTED, This 22nd day of October, 2001.

GUNDRY-WHITE PROPERTIES, LLC.

By: _____
D. Gundry-White,
Managing Member

ACKNOWLEDGEMENT

STATE OF COLORADO }
}SS
CITY AND COUNTY OF DENVER }

On this 22nd day of October, 2001, before me personally appeared D. Gundry-White, as Managing Member of Gundry-White Properties, LLC. known to me to be the person described and who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of Gundry-White Properties, LLC.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission Expires: 3/23/03

_____
Notary Public

291833

RECORDED July 25 2002 1:00PM
IN BOOK 122 M6 PAGE 96
FEES $ 108.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases dated the 22nd day of October, 2001,
between Gundry-White Properties, LLC as assignor and Berco Resources, LLC as Assignee

LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Evelyn Bertagnolli, a widow	01/31/01	117/583	Township 28 North, Range 112 West, 6th P.M. Section 12: SW/4SW/4 Section 13: Lot 3(36.64), W/2NW/4 Sublette County, Wyoming
Flora Mae Bertagnolli, a widow	01/31/01	117/581	Township 28 North, Range 112 West, 6th P.M. Section 12: SW/4SW/4 Section 13: Lot 3(36.64), W/2NW/4 Sublette County, Wyoming
Marjorie Brawley, a widow	02/27/01	117/416	Township 29 North, Range 111West, 6th P.M. Section 27: S/2SW/4 Section 28: Lot 10(26.62), SE/4SE/4 Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 Section 34: W/2NW/2 Sublette County, Wyoming
Gordon W. & Beth A. Bray, h/w	02/27/01	117/414	Township 30 North, Range 112 West, 6th P.M. Section 26: W/2SW/4, SW/4NW/4 Section 27: S/2NE/4, N/2SE/4, SE/4SE/4 Section 34: N/2NE/4, E/2NW/4 Sublette County, Wyoming

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EXHIBIT "A"

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Victor S. & Dorothy J. McGinnis, h/w	02/22/01	117/418	Township 29 North, Range 111 West, 6th P.M. Section 27: S/2SW/4 Section 28: Lot 10(26.62), SE/4SE/4 Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 Section 34: W/2NW/4 Sublette County, Wyoming
Mary Nell McGinnis a/k/a Mary Nell Hannon McGinnis, a widow	02/27/01	117/585	Township 29 North, Range 111 West, 6th P.M. Section 27: S/2SW/4 Section 28: Lot 10(26.62), SE/4SE/4 Section 33: Lots 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 Section 34: W/2NW/4 Sublette County, Wyoming
Beulah W.Scully, a widow	02/15/01	118/125	Township 28 North, Range 111 West, 6th P.M. Section 05: Lot 4(50.44); Section 06: 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: SE/4SE/4; Section 33: Lot 7(19.97) Sublette County, Wyoming

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases dated the 22nd day of October, 2001, between Gundry-White Properties, LLC as assignor and Berco Resources, LLC as Assignee

LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/420	Township 29 North, Range 112 West, 6th P.M. Section 11: NE/4NE/4, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4 Section 12: NW/4, N/2SW/4, W/2NE/4, N/2SE/4, SE/4SE/4 Sublette County, Wyoming
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/422	Township 29 North, Range 111 West, 6th P.M. Section 18: Lots 1(39.68), 2(39.68), E/2NW/4, NE/4, N/2SE/4 Township 29 North, Range 112 West, 6th P.M. Section 13: E/2NE/4 Sublette County, Wyoming
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/424	Township 29 North, Range 111 West, 6th P.M. Section 06: That port. of E/2SE/4 lying E & N of ROW of SH 189 (24.0 ac) Section 07: SE/4 Section 08: S/2, NW/4 Sublette County, Wyoming
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/426	Township 29 North, Range 111 West, 6th P.M. Section 16: W/2W/2, SE/4SW/4 Section 17: N/2, N/2SW/4, NE/4SE/4 Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/428	Township 29 North, Range 111 West, 6th P.M. Section 21: Lots 3(37.13), 8(47.10), 11(44.80), 12(33.02), N/2NW/4 Section 28: Lots 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4 Sublette County, Wyoming
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	118/121	Township 28 North, Range 111 West, 6th P.M. Section 07: Lots 1(16.42), 2(16.88), 3(17.52), 4(17.78), E/2W/2, E/2 less & except all lands lying E & N of Highline Canal Section 18: Lot 2(18.98), NW/4NE/4, E/2NW/4 Section 19: Lot 1(21.12) Sublette County, Wyoming
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	117/430	Township 28 North, Range 112 West, 6th P.M. Section 01: Lots 15(39.97), 16(9.72) Section 12: Lots 1(19.00), 2(21.02), 3(11.60), 6(6.21), 7(43.95), 8(48.52), 9(47.98), 10(41.66), 13(34.79), 14(47.45) Section 13: Lots 1(46.91), 2(31.65), 5(37.52) Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Rock Springs National Bank, Successor Trustee of the Fear Family Trust	03/12/01	118/123	Township 28 North, Range 111 West, 6th P.M. Section 05: Lots 2(44.50), 3(47.51), S/2NW/4, W/2SW/4 less and except all lands lying E & N of Highline Canal Section 06: Lots 9(37.56), 10(15.94), S/2NE/4, SE/4, SE/4SW/4 Township 29 North, Range 111 West, 6th P.M. Section 33: SE/4SE/4 Section 34: W/2SW/4 less and except all lands lying E & N of Highline Canal Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/127	Township 30 North, Range 112 West, 6th P.M. Section 05: SW/4SW/4 Section 06: Lot 7, SE/4SW/4, S/2SE/4, NE/4SE/4 Section 07: Lot 1, NE/4NW/4, NE/4NE/4 Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/139	Township 30 North, Range 112 West, 6th P.M. Section 09: SE/4NE/4, NE/4SE/4 Section 10: S/2NW/4, S/2 Section 11: SW/4SW/4, S/2SE/4 Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/135	Township 30 North, Range 112 West, 6th P.M. Section 14: N/2NE/4, W/2NW/4, SE/4NW/4, S/2 Section 15: N/2NE/4, NE/4NW/4, S/2N/2, S/2 Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/133	Township 30 North, Range 112 West, 6th P.M. Section 22: W/2NW/4, NE/4NW/4, NW/4SW/4, NE/4, N/2SE/4 Section 23: NW/4, N/2SW/4, 2 acres in NW corner of NE/4 Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/129	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: All Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/131	Township 30 North, Range 112 West, 6th P.M. Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership	04/21/01	118/137	Township 30 North, Range 112 West, 6th P.M. Section 12: SE/4SW/4, SW/4SE/4 Section 13: W/2NE/4, NW/4 Section 24: E/2E/2 Sublette County, Wyoming
Alden L.Johansen	03/19/01	118/574	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming

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EXHIBIT "A"

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
George W. Johansen	03/19/01	118/576	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming
Rodger D. Johansen	03/19/01	118/117	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming
Avis Palmer, a widow	04/10/01	118/141	Township 29 North, Range 111 West, 6th P.M. Section 17: NW/4SE/4, S/2SE/4 Section 20: NE/4, NW/4SE/4, E/2SE/4 Section 21: Lots 9, 10 Section 29: E/2E/2 Section 32: NE/4NE/4 Sublette County, Wyoming

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EXHIBIT "A"

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Rita Nielson, a single woman	03/19/01	118/119	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming
Clair D. Whitman	03/19/01	118/556	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming
Claudie & William Meyer	04/23/01	118/572	Township 29 North, Range 111 West, 6th P.M. Section 28: Lots 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4 Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
William and Carolyn Budd	05/08/01	118/560	Township 31 North, Range 112 West, 6th P.M. Section 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4 Township 31 North, Range 113 West, 6th P.M. Section 26: SE/4SE/4 Section 36: a 160.00 acre tract of land out of the E/2, more particularly described in Book 11QCD, Pg 712, Clerk & Recorder's office Sublette County, Wyoming
William and Carolyn Budd	05/08/01	118/562	Township 30 North, Range 112 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4NW/4 Township 30 North, Range 113 West, 6th P.M. Section 1: Lots 1, 2, 3, 4 Township 31 North, Range 112 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, SE/4SW/4, S/2SE/4 Section 32: NW/4NW/4 Sublette County, Wyoming
Sally and Donald Friedrichs	05/08/01	118/564	Township 31 North, Range 112 West, 6th P.M. Section 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4 Township 31 North, Range 113 West, 6th P.M. Section 26: SE/4SE/4 Section 36: a 160.00 acre tract of land out of the E/2, more particularly described in Book 11QCD, Pg 714 and Book 12QCD, Pg 410, Clerk & Recorder's office

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Sally and Donald Friedrichs	05/08/01	118/566	Township 30 North, Range 112 West, 6th P.M. Section 6: Lots 3, 4, 5, SE/4NW/4 Township 30 North, Range 113 West, 6th P.M. Section 1: Lots 1, 2, 3, 4 Township 31 North, Range 112 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, SE/4SW/4, S/2SE/4 Section 32: NW/4NW/4 Sublette County, Wyoming
Sandra Wohrman	04/25/01	118/584	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
Jay and Rebecca Downs, Trustees	04/24/01	118/582	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Thomas Daniel O'Neil	04/25/01	118/568	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
William J. Kvenild	05/16/01	118/578	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Sublette County, Wyoming
William J. Kvenild	05/16/01	118/580	Township 30 North, Range 112 West, 6th P.M. Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
George A. Whitman	03/19/01	118/570	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Robert W. Whitman	03/19/01	118/558	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: SE/4SE/4 Section 33: Lot 7(19.97) Sublette County, Wyoming
J.R. Kvenild	05/16/01	119/42	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Sublette County, Wyoming
J.R. Kvenild	05/16/01	119/40	Township 30 North, Range 112 West, 6th P.M. Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
John Perry Barlow, trustee	06/05/01	119/213	Township 30 North, Range 112 West, 6th P.M. Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4 Section 22: NW/4SW/4 Sublette County, Wyoming
John Perry Barlow	06/05/01	119/209	Township 28 North, Range 112 West, 6th P.M. Section 12: SW/4SW/4 Section 13: Lot 3 (36.64), W/2NW/4 Sublette County, Wyoming

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EXHIBIT "A"

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LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
John Perry Barlow, trustee	06/05/01	119/211	Township 30 North, Range 112 West, 6th P.M. Section 28: N/2N/2, S/2NW/4, S/2 Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
William J. McGinnis, III, Trustee of the William J. McGuinnis, II Revocable Trust and President of JF Ranch, Inc	09/06/01	119/287 119/431	Township 28 North, Range 111 West, 6th P.M. Section 5: Lot 4 (50.44) Section 6: All that part of Lot 5 lying outside the NE/4NW/4 and all of Lots 1(12.86), 2 (13.30), 3 (17.13), 4 (27.59), 6 (40.00), 8 (16.07) Township 29 North, Range 111 West, 6th P.M. Section 27: S/2SW/4 Section 28: Lot 10 (26.62), SE/4SE/4 Section 32: SE/4SE/4 Section 33: NE/4, N/2SE/4, SW/4SE/4, Lots 1 (19.46), 2 (41.22), 3 (34.30), 4 (36.42), 5 (41.98), 6 (28.42), 7 (19.97), 8 (48.90) Section 34: W/2NW/4 Sublette County, Wyoming
Laurie M. Latta	06/11/01	118/700	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 1,2,3,4,5,6,8 Section 34: W/2NW/4 Sublette County, Wyoming

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Attached to Assignment of Oil and Gas Leases dated the 22nd day of October, 2001, between Gundry-White Properties, LLC as assignor and Berco Resources, LLC as Assignee

LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
Milleg Partnership, a Wyoming Partnership	05/16/01	119/37	Township 30 North, Range 112, 6th P.M. Section 35: E/2NE/4, less and except 2.50 acres, more or less, a tract more particularly described in Warranty Deed, recorded in Book 25, Page 567 Section 36: N/2NE/4, N/2NW/4, SE/4NW/4, SW/4NW/4, less and except 6.446 acres more particularly described as Tract #1 and #2 of Milleg Heights Subdivision and Parcel 3 Described by metes and bounds in Warranty Deed recorded at Book 10, Page 45 Sublette County, Wyoming
Mathew Miller et al	08/07/01	119/277	Township 29 North, Range 111 West, 6th P.M. Section 6: Lots 6 (39.67), 7 (39.87), E½SW¼, SE¼ except 24.00 acres in E½SE¼ Section 7: Lots 1 (39.92), 2 (39.86), 3 (39.78), 4 (39.71), E½W½, NE¼ Township 29 North, Range 112 West, 6th P.M. Section 1: Lots 2 (39.54), 3 (39.24), 4 (38.93), SW¼NE¼, S½NW¼, S½ Section 2: Lot 1 (38.58), 2 (38.19), 3 (37.79), 4 (37.40), S½N½, S½

EXHIBIT "A"

Attached to Assignment of Oil and Gas Leases dated the 22nd day of October, 2001, between Gundry-White Properties, LLC as assignor and Berco Resources, LLC as Assignee

LESSOR	LEASE DATE	RECORDED BOOK/PAGE	LEGAL DESCRIPTION
			Section 3: Lots 1 (38.84), 2 (36.14), 3 (35.42), 4 (34.72), S½N½, S½ Section 4: Lots 1 (34.44), 2 (34.61), 3 (34.77), 4 (34.94), S½N½, S½ Section 5: Lot 1 (35.33), SE¼NE¼, E½SE¼, SW¼SE¼ Section 7: S½NE¼, SE¼SW¼, SE¼ Section 8: NE¼, W½NW¼, S½ Section 9: N½, N½S½, SW¼SW¼, SE¼SE¼ Section 10: N½NE¼, NW¼, N½SW¼ Section 11: NW¼NE¼, N½NW¼ Section 12: E½NE¼ Section 17: NW¼NW¼ Section 18: N½NE¼, SW¼NE¼ Township 30 North, Range 112 West, 6th P.M. Section 32: SE/4SE/4 Section 33: S/2 Section 34: S/2NE/4, S/2 Section 35: W/2NE/4, W/2, SE/4 Section 36: SW/4, W/2SE/4 Sublette County, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: Gundry-White Properties, LLC
518 17th Street, Suite 1108
Denver, CO 80202

hereinafter called Assignor, for and in consideration of Ten Dollar ($10.00) the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto:

Berco Resources, LLC
1200 17th Street, Suite 600
Denver, CO 80202

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease more specifically described below, insofar as said lease covers the lands described below.

Oil and Gas Lease

Lessor: Caroline C.M. McGinnis, Administratrix of the Estate of Aaron H. McGinnis
Lessee: Gundry-White Properties, LLC
Dated: June 15, 2001
Recorded:
Description: 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
Containing 653.38 acres, more or less
Sublette County, Wyoming

This Assignment is made without warranty of title, either express or implied.

EXECUTED, This 6th day of December, 2001.

GUNDRY-WHITE PROPERTIES, LLC 291834

By: _____
D. Gundry-White,
Managing Member

RECORDED July 25 2002 1:00 p.m.
IN BOOK 122 OR 6 PAGE 112
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGEMENT

STATE OF COLORADO }
}SS
CITY AND COUNTY OF DENVER }

On this 6th day of December, 2001, before me personally appeared D. Gundry-White, as Managing Member of Gundry-White Properties, LLC. known to me to be the person described and who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of Gundry-White Properties, LLC.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission Expires: 3/23/03

_____
Notary Public

[redacted] [redacted] [redacted]

291835

RECORDED July 25 02 1:00
IN BOOK 182 ORG PAGE 113
FEES $ 14.00 CODY DEKLER
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNMENT OF OIL AND GAS LEASES

WHEREAS, the undersigned, **Northern Energy Corporation,** whose address P.O. Box 2283, Bismarck, ND 58502, hereinafter referred to as "ASSIGNOR", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BERCO RESOURCES, LLC — **100%**
1200 17th Street, Suite 600
Denver, CO 80202

hereinafter referred to as "ASSIGNEE", One hundred Percent (100%) of ASSIGNOR'S interest in the Oil and Gas leases and lands listed on Exhibit "A" located in Sublette County, Wyoming more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest, overriding royalty interest, production payment, oil payment, carried interest, and any other interest burdening the respective interest of the ASSIGNOR, together with all of Assignor's right, title and interest in and to all wells, leasehold equipment, material or personal property located therein, thereon or appurtenant thereto, in its present condition and as located on the assigned premises hereto.

This Assignment is made under the following terms and conditions:

1. This Assignment shall be effective as of May 7, 2002, at 7:00 a.m., regardless of the date of execution.

2. ASSIGNOR does not warrant the validity of the Interests nor its title in or to the Interests hereby conveyed; however, ASSIGNOR does represent that all the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by and through ASSIGNOR, that ASSIGNOR has not otherwise conveyed, by, through or under itself, and interest herein assigned, and that ASSIGNOR has the right to make this assignment.

3. It is understood and agreed between Assignor and Assignee that this assignment will vest title in Assignee of all working interests, net revenue interests and overriding royalty interests owned by Assignor in said leases and lands on Exhibit "A" attached hereto.

4. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things as may be necessary more fully to assure Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

IN WITNESS WHEREOF, THIS Assignment is executed this 10 day of May, 2002.

ASSIGNOR:

NORTHERN ENERGY CORPORATION

By: _____
Clark D. Crawford, President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF Burleigh)

This instrument was acknowledged before me on May 10, 2002 by Clark D. Crawford, President Northern Energy Corporation .

My Commission Expires:

11/14/02

_____
Notary Public
Nancy Bohl
State of North Dakota

EXHIBIT "A"

LEASES:

Lessor:	USA WYW-139399
Lessee:	Dorothy R. Ferrara
Dated:	July 1, 1996
Recorded:	Unrecorded
Description:	Township 28 North, Range 111 West Section 4: Lots 1(36.63), 2(37.65), 3(38.67) 4(39.69), S/2N/2, S/2 Containing 632.64 Acres, M/L

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, GENE F. LANG & CO., 6995 South Chapparal Circle West, Aurora, CO 80016 hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby sell, assign, transfer and set over unto BERCO RESOURCES, LLC, 1200 17th Street, Suite 600, Denver, CO 80202 hereinafter called Assignee, all of Assignor's right, title and interest, in and to the oil and gas leases described in Exhibit "A" attached hereto, covering lands in the County of Sublette, State of Wyoming, insofar as the leases cover the lands described in said Exhibit "A", together with the rights incident thereto.

AND, for the same consideration, Assignor covenants with the Assignee, its successors and assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting and that all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that Assignor will warrant therein by, through, or under said Assignor.

WITNESS the hand of Assignor this 11th day of June 2002.

ATTEST:

By: Barbara A. Lang
Barbara. A. Lang, Secretary

GENE F. LANG & CO.

By: Gene F. Lang
Gene F. Lang, President

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me Gene F. Lang, as the President of GENE F. LANG & CO. this 11th day of June, 2002.

Witness my hand and official seal.

NOTARY PUBLIC MARIE E. SPEAR STATE OF COLORADO

Marie E Spear
Notary Public

My Commission Expires:
12-17-2005

291836

RECORDED July 25 2002 1:00PM
IN BOOK 122 046 PAGE 116
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Lee

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil & Gas Leases
Gene F. Lang & Co., Assignor and Berco Resources, LLC, Assignee

LEASE #	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	PG
	Fred W. Marble, Jr. and Catherine C. Marble, ind. and as husband and wife	Gene F. Lang & Co.	4/6/2002	Township 29 North, Range 111 West Section 28: Lots 2(20.22), 3(31.98),4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4	349.03	121 O&G	574
	Wendy Cardone, mwdssp and as a devisee under the Last Will and Testament of Geraldine C. Ross, Deceased	Gene F. Lang & Co.	4/1/2002	SAME AS ABOVE	349.03	121 O&G	568
	Gary Ross, ind. and as a devisee under the Last Will and Testament of Geraldine C. Ross, Deceased, and Diana M. Ross, husband and wife	Gene F. Lang & Co.	4/1/2002	SAME AS ABOVE	349.03	121 O&G	571
	Bonnie Edwards, ind. and as one of the devisee under the Last Will and Testament of Geraldine C. Ross, deceased, and Steven Edwards, wife and husband	Gene F. Lang & Co.	4/1/2002	SAME AS ABOVE	349.03	121 O&G	577

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil & Gas Leases
Gene F. Lang & Co., Assignor and Berco Resources, LLC, Assignee

LEASE #	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	PG
	Gary Nelson, ind. and as an heir of Esther Nelson and Jaime Singletary Young, deceased, and Carol Nelson, husband and wife	Gene F. Lang & Co.	5/15/2002	Township 30 North, Range 112 West, 6th P.M. Section 22: S/2SE/4, NE/4SW/4, S/2SW/4 Section 27: N/2NE/4 Township 30 North, Range 112 West, 6th P.M. Section 3: Lot 1 Township 31 North, Range 112 West, 6th P.M. Section 34: SE/4NE/4, E/2SE/4 Section 35: SW/4	598.58	121 O&G	646
	Jarl Nelson, ind. and as an heir of Esther Nelson, deceased and Jaime Singletary Young, deceased	Gene F. Lang & Co.	1/18/2002	SAME AS ABOVE	598.58	121 O&G	492
	Jamie Patricia Lufkin, ind. and as an heir of Jaime Singletary Young, deceased	Gene F. Lang & Co.	1/18/2002	SAME AS ABOVE	598.58	121 O&G	566

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Mid-Continent Royalty
Owners Association
Approved Form Revised

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT GENE F. LANG & CO.
6995 S. Chapparal Cir. W.
Aurora, CO 80016
(Give Exact Postoffice Address)
of ..... hereinafter called Grantor, (whether one or more) for and in consideration of the sum of ten and more Dollars ($ 10.00+) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto BERCO RESOURCES, LLC, 1200 17th Street, Suite 600 of Denver, CO 80202 (Give Exact Postoffice Address), hereinafter called Grantee (whether one or more) an undivided all right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

Tract 1: Township 30 North, Range 112 West, 6th P. M.
Section 22: S/2SE/4, NE/4SW/4, S/2SW/4
Section 27: N/2NE/4
containing 280.00 acres, more or less

Tract 2: Township 30 North, Range 112 West, 6th P. M.
Section 3: Lot 1
Township 31 North, Range 112 West, 6th P. M.
Section 34: SE/4NE/4, E/2SE/4
Section 35: SW/4
containing 318.58 acres, more or less

containing 598.58 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein its heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 11th day of June 19 2002

Attest:

BY: Barbara A. Lang
Barbara A. Lang, Secretary

GENE F. LANG & CO.

BY: Gene F. Lang
Gene F. Lang, President

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ 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 official seal the day and year last above written.

My commission expires _____

_____
Notary Public

291837

RECORDED July 25 2002 1:00 P.M.
IN BOOK 122 CHG PAGE 119
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Seeton

119

Printed by P&M Printing (303) 423-4691

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19_____, personally appeared_____ and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 11th day of ~~May~~ June, A.D. ~~19~~ 2002 before me personally appeared Gene F. Lang, to me personally known, who, being by me duly sworn, did say that he is the president of GENE F. LANG & CO. 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 Gene F. Lang acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 11th day of ~~May~~ June, A.D. ~~19~~ 2002.

Marie E Spear
Notary Public.

(SEAL)

My Commission expires 12-17-2005

Address: _____

NOTARY PUBLIC MARIE E. SPEAR STATE OF COLORADO

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

County, _____

Term_____

This instrument was filed for record on the_____ day of_____, 19____, at _____ o'clock____M., and duly recorded in Volume_____ Page_____ of the records of this office.

_____
County Clerk.

By_____ Deputy.

When recorded return to

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

2nd

CHANGE OF LEASE DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, DOLAR ENERGY, L.L.C., 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, ~~XXXX~~, 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 Change of Lease Description in and recorded in Book 118 O&G at Page 144 and , Book 120 O&G, at page 382 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, S½NE¼

291838

RECORDED July 25 2002 1:00PM
IN BOOK 120 O&G PAGE 121
FEES $11.00 [illegible] CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy [illegible]

County of Sublette, State of Wyoming,

and containing 917.00 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 24th day of June, ~~XX~~ 2002.

DOLAR ENERGY, L.L.C.

X _____

Mark S. Dolar

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(s) 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 9th day of July, 2002.

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, L.L.C., 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 Administration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th day of June, 2002.

My commission expires:

01-05-04

Kathleen M. Van Wart
Notary Public

KATHLEEN M. VAN WART
NOTARY PUBLIC - STATE OF UTAH
8174 SO. 2650 EAST
SANDY, UT. 84093
COMM. EXP. 01-05-2004

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Contex Energy Company, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by EOG Resources, Inc. of P. O. Box 4362, Houston, TX 77210-4362, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said EOG Resources, Inc., hereinafter called "Assignee", its successors and assigns, the following Oil and Gas Lease, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said lease covers the lands identified and described therein situated in Sublette County, Wyoming, to wit:

Lessor:	State of Wyoming, Lease No. 02-00216
Lessee:	Contex Energy Company
Dated:	effective June 2, 2002
Recorded:	Filed in records of the State of Wyoming, Board of Land Commissioners
Covering:	TOWNSHIP 29 NORTH, RANGE 113 WEST, 6th P.M. Section 1: Lot 1 containing 39.39 acres, more or less

Reference is hereby made to said lease, and the filing thereof in the records of the State of Wyoming, Board of Land Commissioners, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, their successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 8th day of July, 2002.

CONTEX ENERGY COMPANY

by _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 8th day of July, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

Elly Barnes

Notary Public: Elly Barnes
Address: 11412 West Prentice Dr
Littleton, CO 80127

291887

RECORDED July 30 2002 1:30 PM
IN BOOK 122 O+G PAGE 123
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

123

ASSIGNMENT AND CONVEYANCE OF PRODUCTION PAYMENT

THIS ASSIGNMENT AND CONVEYANCE OF PRODUCTION PAYMENT is made as of July 30, 2002 (the "Effective Date"), by and between HILLTOP GAS, L.L.C., a Delaware limited liability company, whose address is 320 Boston Avenue, Suite 400, Tulsa, Oklahoma 74103 (herein called "Assignor"), and WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation, whose address is 4100 One Williams Center, Tulsa, Oklahoma 74102-2400, (herein called "Assignee").

WHEREAS, pursuant to that certain Production Payment Conveyance dated as of April 21, 1999, recorded and filed as set forth on Schedule I attached hereto (the "Prior Assignment"), Williams Production Rocky Mountain Company, Assignee (f/k/a Rockies Acquisition Properties, Inc.) assigned and conveyed to Assignor a Production Payment (as defined in the Prior Assignment) in and to the Production Payment Percentage (as defined in the Prior Assignment) of the Certain Percentage (as defined in the Prior Assignment) of all Subject Hydrocarbons (as defined in the Prior Assignment) produced and saved from Subject Lands (as defined in the Prior Assignment) and the Subject Interests (as defined in the Prior Assignment) during the Production Payment Period (as defined in the Prior Assignment).

NOW, THEREFORE, in consideration of One Thousand Dollars ($1,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, conveys, transfers and sets over to Assignee, effective as of the Effective Date, all interests acquired by Assignor by virtue of the Prior Assignment (the "Assigned Interests").

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

Assignor hereby binds itself, its successors and assigns, to warrant and forever defend the title to the Assigned Interests unto Assignee, its successors and assigns, against the claims and demands of every person whomsoever claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise.

Assignee hereby agrees to assume the obligations of Assignor as set forth in the Prior Assignment. To the extent Assignee is the owner of the respective leasehold estates out of which the Assigned Interests were created, the Assigned Interests shall merge with the leasehold estates out of which the Assigned Interests were created and be extinguished.

THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW, RULE OR ORDER. OTHER THAN THE COVENANTS, REPRESENTATIONS AND WARRANTIES, IF ANY, MADE AND GIVEN IN THIS ASSIGNMENT, (A) THE ASSIGNED INTEREST IS CONVEYED AND ASSIGNED AND ACCEPTED BY THE ASSIGNEE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, AND (B) ASSIGNOR HEREBY DISCLAIMS ALL REPRESENTATIONS, COVENANTS AND WARRANTIES,

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RECORDED July 30 2002 1:30 PM
IN BOOK 122 Oil & Gas PAGE 124
FEES $ 23.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

INCLUDING, WITHOUT LIMITATION, ALL REPRESENTATIONS, COVENANTS AND WARRANTIES OF TITLE, EXPRESS, IMPLIED AND STATUTORY. ASSIGNEE FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY RELIEVES AND RELEASES ASSIGNOR FROM AND AGAINST ALL DAMAGES OR LOSSES WHICH MAY OCCUR IN CONNECTION WITH THIS DISCLAIMER OF WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS ASSIGNMENT. THIS ASSIGNMENT IS FURTHER MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ASSIGNEE FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HAS INSPECTED THE ASSIGNED PROPERTIES AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND HAS INSPECTED TITLE TO THE ASSIGNED PROPERTIES AND HAS SATISFIED ITSELF AS TO ALL TITLE MATTERS, AND THAT ALL INTERESTS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ASSIGNEE FOR ITSELF, ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES, RELIEVES AND RELEASES ASSIGNOR FROM AND AGAINST ALL DAMAGES OR LOSSES INCURRED OR SUFFERED FROM OR AFTER THE EFFECTIVE TIME (i) WHICH MAY OCCUR AS A RESULT OF ANY DEFAULT UNDER THE PROVISIONS OF THE PRIOR SENTENCE; (ii) ARISING OUT OF OR IN ANY MANNER RELATED TO ANY TORT CLAIMS IN NEGLIGENCE OR STRICT LIABILITY WHICH OTHERWISE MIGHT BE ASSERTED IN CONNECTION WITH THIS TRANSACTION BUT FOR THIS EXPLICIT AND CONSPICUOUS DISCLAIMER OF LIABILITY. IN ADDITION, ASSIGNOR HAS MADE NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS PREVIOUSLY OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE ASSIGNED INTEREST, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSIGNED INTEREST, OR THE ABILITY OF ANY WELLS TO PRODUCE HYDROCARBONS OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR ARE PROVIDED ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF SUCH DATA, INFORMATION AND OTHER MATERIALS SHALL BE AT ASSIGNEE'S SOLE RISK AND WITHOUT RECOURSE TO ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE, VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE.

IN WITNESS WHEREOF, this Assignment and Conveyance of Production Payment is executed as of the dates set forth in respective acknowledgments thereto.

ASSIGNOR:

HILLTOP GAS L.L.C.

By: BSCS XII, Inc., as its sole member

By Gerald R. Mason, Attorney-in-Fact

ASSIGNEE:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

By Douglas James Mason, Attorney-in-Fact

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

This foregoing instrument was acknowledged before me by Gerald R. Mason as Attorney-in-Fact for Hilltop Gas L.L.C., this 30th day of July, 2002.

Witness my hand and official seal.

DEBI K. RULAND – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 14, 2004

Debi K. Ruland
Notary Public in and for the State of Wyo
My commission expires: 9/14/04

127

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

This foregoing instrument was acknowledged before me by Douglas James Mason as Attorney-in-Fact for Williams Production Rocky Mountain Company, this 30th day of July, 2002.

Witness my hand and official seal.

Debi K. Ruland
Notary Public in and for the State of Wyo
My commission expires: 9/14/04

DEBI K. RULAND – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 14, 2004

[redacted] [redacted] [redacted]

SCHEDULE I

to

ASSIGNMENT AND CONVEYANCE OF PRODUCTION PAYMENT

Production Payment Conveyance from Rockies Acquisition Properties, Inc., as Grantor to Hilltop Gas, LLC, dated April 21, 1999, and recorded April 28, 1999, in Book 111 Oil and Gas Records at page 169 of the Public Records Sublette County, Wyoming.

130

291902

RECORDED Jul 30 2002 450PM
IN BOOK 122 O+G PAGE 130
FEES $ 275.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This **Assignment, Conveyance and Bill of Sale** ("Assignment"), dated effective as July 1, 2002, at 7:00 a.m. Mountain Daylight Time, hereinafter defined, ("Effective Time"), is made by WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation (hereinafter referred to as "Assignor") to ENCANA OIL & GAS (USA) INC., a Delaware corporation (hereinafter referred to as "Assignee").

WITNESSETH:

Assignor, in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, subject to the terms hereof the following described properties and rights (herein collectively referred to as the "Properties"):

(i) All of Assignor's right, title and interest in and to the oil gas and mineral (or oil and gas) leases described in Exhibit A-1 and A-2 associated with the wells and units described in Exhibit "A" hereto (hereinafter referred to as the "Leases"), subject to all encumbrances, exceptions, conditions, limitation, contracts, and agreements, relating to the Leases and shown of record on the date hereof. It is Assignor's intention to convey, and Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee all of Assignor's right, title and interest in, to and under the Leases, even though such interest, the lands covered thereby, or the Leases themselves be incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described in, or a description of any such interest, Leases or lands be omitted from Exhibit "A";

(ii) All of Assignor's undivided interests in and to all presently existing unitization and pooling agreements and statutory, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the properties covered or units created thereby which are attributable to the Leases;

(iii) All of Assignor's undivided interests in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any properties pooled or unitized therewith;

(iv) All of Assignor's undivided interests in and to all petroleum and hydrocarbons stored upon or produced from the Leases or any property pooled or unitized therewith from and after the Effective Time, which are attributable to the Leases;

(v) All of Assignors' undivided interests in and to all easements, permits, licenses, servitudes, right-of-way, pipelines, power lines, telephones and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Leases or any other properties pooled or unitized therewith, and

(vi) All of Assignor's undivided interests in and to all tangible personal property, equipment, fixtures, improvements, easements, permits, licenses, servitudes and other appurtenances including, but not by way of limitation, all wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, water lines, vessels, tanks, boilers, separators, buildings, fixtures, platforms, machinery, tools, treating equipment, compressors, and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing or transportation of oil, gas and other hydrocarbons or minerals therefrom;

In addition to the foregoing, and without limitation of the special warranty set forth below, Assignor hereby grants, assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Leases and any other asset described on Exhibit "A" hereto or appurtenant thereto.

TO HAVE AND TO HOLD all and singular the Properties, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; and Assignor does by these presents bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular, the Properties unto the Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE subject, however, to the following matters:

(a) all lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;

(b) all liens for taxes or assessments not yet due or not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;

(c) all rights of reassignment in the event of intended release or surrender of an interest; and

(d) all easements, rights-of-way, servitudes, permits surface leases and other rights in respect of surface operations.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties against Assignor's predecessors in title to the Properties. **PROVIDED, HOWEVER, WITH RESPECT TO THE PERSONAL PROPERTY AND FIXTURES HEREIN CONVEYED, ASSIGNOR EXPRESSLY**

DISCLAIMS AND NEGATES ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

It is expressly understood and agreed that (I) Assignor shall be responsible for all claims, costs, expenses and liabilities which arise or accrue prior to the Effective Time with respect to the Properties, (ii) Assignee shall be responsible for all claims, costs, expenses and liabilities which arise or accrue after the Effective Time with respect to the Properties, (iii) Assignor shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the Properties prior to the Effective Time, and (iv) Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the Properties after the Effective Time.

The parties agree that should this Assignment fail to transfer and convey to Assignee the entirety of Assignor's interests in the Properties, Assignor will, as promptly as practicable on learning of the existence of the interests in the Properties not conveyed to Assignee, execute such additional Assignments as may be necessary to accomplish the transfer of the Properties as contemplated herein.

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.

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

EXECUTED this 30 day of July, 2002, but effective for all purposes as of the Effective Time.

ASSIGNOR:

WILLIAMS PRODUCTION ROCKY MOUNTIAN COMPANY

By: _____

Title: SVP & GM

The State of Oklahoma)
) ss
County of Oklahoma)

The foregoing instrument was acknowledged before me by Ralph A. Hill, Senior Vice President of Williams Production Rocky Mountain Company, a corporation.

WITNESS my hand and official seal, this 30 day of July, 2002.

Notary Public
Name: Sheila J. Russell

My Commission Expires:

6-1-2005

[Notarial Seal]

Notary Public Oklahoma
OFFICIAL SEAL
SHEILA J. RUSSELL
CREEK COUNTY
COMMISSION #01007331
Comm. Exp. 06-01-2005

LLR275
PAGE 1

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000001.000 111 114 272886	12/18/91 12/31/96	USA WYW-125943		T28N R108W SEC 5 S/2S/2 LOTS 1,2,3,4 SEC 6 SE/4SW/4,S/2SE/4 LOTS 1,2,3,4,5 SEC 7 E/2W/2,E/2 LOTS 1,2,3,4 SEC 18 E/2W/2,E/2 LOTS 1,2,3,4 SUBLETTE COUNTY, WY
03000002.000 111 97 272822	12/18/91 12/31/96	USA WYW-125944		T28N R108W SEC 8 ALL T29N R108W SEC 32 ALL SEC 33 ALL SUBLETTE COUNTY, WY

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. BOOK PAGE ENTRY	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000003.000 111 103 272823	12/18/91 09/07/99	USA WYW-125945		T28N R108W SEC 15 ALL SEC 20 ALL SEC 21 ALL SEC 22 S/2 SUBLETTE COUNTY, WY

Exhibit A-1

P.04

03000004.000	12/18/91	USA WYW-125946	T28N R108W
88	09/04/01		SEC 23 ALL
367			SUBLETTE COUNTY, WY

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JUL-30-2002 15:47

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. BOOK PAGE ENTRY	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000005.000 88 369	12/18/91 09/04/01	USA WYW-125947		T28N R108W SEC 26 ALL, SEC 27 ALL, SEC 28 ALL, SUBLETTE COUNTY, WY
03000006.000 105 560 263824	12/18/91 10/21/98	USA WYW-125948		T29N R108W SEC 20 ALL, SUBLETTE COUNTY, WY
03000007.000 105 566 263825	12/18/91 12/31/96	USA WYW-125949		T29N R108W SEC 19 ALL, SEC 30 ALL, SEC 31 ALL, SUBLETTE COUNTY, WY

JUL-30-2002 15:47

Exhibit A-1

P.06

03000008.000	12/13/91	USA WYW-125950	T29N R108W
111	12/31/96		SEC 28 ALL
90			SUBLETTE COUNTY, WY
272821			

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JUL-30-2002 15:48

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000009.000 105 582 263827	12/31/91 12/31/96	USA WYW-125952		T29N R109W SEC 13 ALL SEC 14 ALL SEC 23 ALL SEC 24 ALL SUBLETTE COUNTY, WY
03000010.000 88 381	12/13/91 12/31/96	USA WYW-125953		T29N R109W SEC 15 W/2 SEC 22 ALL SUBLETTE COUNTY, WY
03000011.000 88 383	12/13/91 12/31/96	USA WYW-125954		T29N R109W SEC 25 ALL SUBLETTE COUNTY, WY

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p.08

03000012.000	12/31/91	USA WYW-126100	T29N R108W SEC 7 ALL
88	12/31/01		
452			T29N R109W
236863			SEC 1 ALL
			SEC 9 ALL
			SEC 10 ALL
			SEC 12 NW/4,SW/4

14D

JUL-30-2002 15:49

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. BOOK PAGE ENTRY	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000D014.000 88 455 236866	02/26/92 02/28/02	USA WYW-126473		T27N R108W SEC 4 SW/4,S/2NE/4 LOTS 1,2 SEC 4 SE/4,S2/NW/4 LOTS 3,4 SUBLETTE COUNTY, WY
03000015.000 88 456 236867	02/26/92 02/28/02	USA WYW-126474		T27N R108W SEC 17 SW/4 SEC 18 LOTS 1,2,3,4,E/2W/2 SEC 19 LOTS 1,2,3,4,NE/4,E/2W/2 SEC 20 NE/4,S/2 SUBLETTE COUNTY, WY
03000016.000 111 71 272817	04/18/67 04/30/77	USA WYW-5627-B		T28N R108W SEC 9 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. BOOK PAGE ENTRY	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000017.000 81 86 219715	01/25/77 06/05/00	USA WYW-57521		T28N R108W SEC 3 S/2S/2 LOTS 1,2,3,4 SEC 4 S/2S/2 LOTS 1,2,3,4 SEC 10 ALL SUBLETTE COUNTY, WY
03000018.000 79 337 217746	07/21/86 07/31/96	USA WYW-100902		T29N R108W SEC 34 ALL SEC 35 ALL SUBLETTE COUNTY, WY
03000019.000 79 337 217746	07/21/86 07/31/96	USA WYW-102899		T29N R108W SEC 27 ALL SUBLETTE COUNTY, WY
03000022.000	09/29/87 09/04/01	USA WYW-107206		T28N R108W SEC 13 ALL SEC 24 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. BOOK PAGE ENTRY	LSE DATE EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000023.000	09/29/87 09/04/01	USA WYW-141998		T28N R108W SEC 12 ALL SUBLETTE COUNTY, WY
03000024.000	09/29/87 09/04/01	USA WYW-100901		T28N R108W SEC 14 N/2,N/2SW/4,SE/4SW/4,SE/4 SUBLETTE COUNTY, WY
03000025.000 84 590 227034	11/03/89 09/04/01	USA WYW-118151		T28N R108W SEC 1 S/2S/2, LOTS 1-4 SUBLETTE COUNTY, WY
03000026.000	11/03/89 09/04/01	USA WYW-118153		T28N R108W SEC 25 ALL SEC 34 ALL SEC 35 ALL SUBLETTE COUNTY, WY

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Exhibit A-1

03000027.000	11/03/89	USA WYW-118154	T29N R106W
84	11/30/99		SEC 9 ALL
574			SEC 17 ALL
227031			SUBLETTE COUNTY, WY

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Exhibit A-1

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000028.000	11/06/89 11/30/99	USA WYW-118163		T29N R109W SEC 20 ALL SEC 21 ALL SEC 28 ALL SUBLETTE COUNTY, WY
03000029.000 84 562 227029	11/06/89 11/30/99	USA WYW-118164		T29N R109W SEC 26 ALL SEC 27 ALL SUBLETTE COUNTY, WY
03000030.000 88 471 236941	04/20/92 04/30/97	USA WYW-126676		T29N R107W SEC 33 N/2NE/4, W/2, SE/4 SUBLETTE COUNTY, WY
03000031.000 88 471 236941	04/20/92 04/30/97	USA WYW-134684		T29N R107W SEC 32 ALL SUBLETTE COUNTY, WY

JUL-30-2002 15:51

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000032.000 88 470 236940	04/20/92 04/30/97	USA WYW-126677		T29N R108W SEC 13 SE/4NW/4,NW/4SE/4 SUBLETTE COUNTY, WY
03000035.000 88 738 238059	06/30/92 06/30/02	USA WYW-127191		T28N R107W SEC 18 ALL SUBLETTE COUNTY, WY
03000036.000 92 198 240947	10/16/92 09/25/98	USA WYW-127749		T29N R108W SEC 15 ALL SEC 22 ALL SEC 26 ALL SUBLETTE COUNTY, WY

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Exhibit A-1

P.15

03000037.000	11/04/92	USA WYW-127853	T27N R107W
92	11/30/02		SEC 6 ALL
200			
240948			T27N R108W
			SEC 1 ALL
			SEC 12 ALL
			SUBLETTE COUNTY, WY

JUL-30-2002 15:52

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000038.000 92 202 240949	11/04/92 11/30/02	USA WYW-127854		T27N R107W SEC 19 ALL SEC 20 ALL SEC 21 ALL SUBLETTE COUNTY, WY
03000039.000 92 12 240715	02/26/93 02/28/03	USA WYW-128703		T29N R108W SEC 10 SW/4,NE/4 SEC 14 NE/4,N/2SW/4 SUBLETTE COUNTY, WY
03000040.000 88 741 238060	06/30/92 06/30/02	USA WYW-127192		T29N R107W SEC 19 NE/4,E/2SW/4,LOTS 3,4 SEC 20 SE/4SW/4,N/2SW/4 SEC 28 SW/4 SEC 29 NE/4,SW/4 SUBLETTE COUNTY, WY

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Exhibit A-1

P.17

03000041.000	06/30/92	USA WYW-127193	T29N R107W
88	06/30/02		SEC 33 S/2NE/4
744			SUBLETTE COUNTY, WY
238061			

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000042.000 84 585 227033	11/03/89 11/30/99	USA WYW-118152		T T28N R108W SEC 31 ALL SUBLETTE COUNTY, WY
03000043.000 93 321 242976	08/27/93 08/31/03	USA WYW-130232		T28N R109W SEC 11 ALL SUBLETTE COUNTY, WY
03000044.000 111 73 272818	10/18/90 09/04/01	USA WYW-122309		TT28N R108W SEC 32 ALL SUBLETTE COUNTY, WY
03000045.000 92 407 241871	12/22/92 12/31/02	USA WYW-128039		T28N R109W SEC 10 ALL SEC 14 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

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LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000046.000 94 461 244052	11/01/93 11/30/03	USA WYW-130730		T28N R109W SEC 2 S/2SE/4,S/2SW/4,LOTS 1-4 SEC 3 S/2SE/4,S/2SW/4,LOTS 1-4 T29N R109W SEC 34 SE/4,N/2NW/4,SW/4 SUBLETTE COUNTY, WY
03000047.000	01/25/89 01/31/99	USA WYW-114848		T27N R109W SEC 11 SW/4,NW/4NE/4,NW/4 SEC 23 W/2W/2 SUBLETTE COUNTY, WY
03000048.000	03/21/89 03/31/99	USA WYW-115608		T27N R108W SEC 6 S/2NE/4,E/2SW/4,SE/4,SE/4NW/4,LOTS 1-7 SUBLETTE COUNTY, WY

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03000051.000	11/18/86 11/30/98	USA WYW-102717	T29N R107W SEC 30 ALL SEC 31 ALL SUBLETTE COUNTY, WY	

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000055.000 97 459 247411	07/12/94 07/31/04	USA WYW-133071		T28N R109W SEC 4 SW/4SW/4, SW/4SE/4, LOTS 1,3 SEC 9 ALL SUBLETTE COUNTY, WY
03000056.000 97 460 247412	07/12/94 07/31/04	USA WYW-133072		T29N R109W SEC 2 S/2 SUBLETTE COUNTY, WY
03000057.000 97 461 247413	07/12/94 07/31/04	USA WYW-133073		T29N R109W SEC 34 S/2NW/4,NE/4 SUBLETTE COUNTY, WY
03000058.000	11/04/92 11/30/02	USA WYW-127856		T28N R107W SEC 23 E/2SE/4,W/2W/2 SEC 26 E/2NE/4 SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000063.000 88 470 236940	04/20/92 11/30/99	USA WYW-144998		T29N R108W SEC 3 SW/4SE/4,SW/4NW/4,SW/4 SEC 11 SW/4SE/4,SW/4NW/4,SW/4 SUBLETTE COUNTY, WY
03000064.000	12/18/91 09/04/01	USA WYW-142000		T28N R108W SEC 29 ALL SUBLETTE COUNTY, WY
03000066.000	11/03/89 09/04/01	USA WYW-141999		T28N R108W SEC 33 ALL SUBLETTE COUNTY, WY
03000067.000 105 560 263824	12/18/91 12/31/98	USA WYW-141878		T29N R108W SEC 18 E/2,E/2W/2,LOTS 1-4 SUBLETTE COUNTY, WY

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p.23	03000068.000	12/22/92	USA WYW-141881	T28N R109W
	92	12/31/02		SEC 24 ALL
	407			SEC 25 ALL
	241871			SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000069.000	11/06/89 11/30/99	USA WYW-118162		T29N R109W SEC 3 SE/4 SEC 7 SE/4,E/2NW/4 LOTS 1,2 SEC 11 SE/4,NW/4 SEC 17 SE/4,NW/4 SUBLETTE COUNTY, WY
03000070.000 97 461 247413	07/12/94 07/31/04	USA WYW-141884		T29N R109W SEC 19 SW/4SE/4,NE/4SE/4,NE/4NW/4,NE/4NE/4, SW/4NE/4,NE/4SW/4,SW/4SW/4 LOTS 2,4 SUBLETTE COUNTY, WY
03000071.000 93 321 242976	08/27/93 08/31/03	USA WYW-141882		T28N R109W SEC 1 S/2SE/4 LOTS 1,2 SUBLETTE COUNTY, WY

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03000072.000	12/18/91	USA WYW-141879	T29N R108W
105	10/21/98		SEC 29 ALL
566			SUBLETTE COUNTY, WY
263825			

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000073.000 111 78 272819	06/28/91 06/30/01	USA WYW-124622		T29N R109W SEC 3 S/2NW/4 LOTS 3,4 SEC 4 SE/4,S/2NW/4 LOTS 3,4 SEC 5 SE/4,S/2NW/4 LOTS 3,4 T30N R109W SEC 33 S/2SE/4 SUBLETTE COUNTY, WY
03000074.000 111 83 272820	07/09/92 07/31/02	USA WYW-127204		T28N R109W SEC 4 SE/4SE/4 LOT 2 SUBLETTE COUNTY, WY
03000075.000 94 461 244052	11/01/93 11/30/03	USA WYW-141883		T28N R109W SEC 12 ALL SEC 13 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000076.000 92 198 240947	10/16/92 09/25/98	USA WYW-141756		T29N R108W SEC 25 ALL SUBLETTE COUNTY, WY
03000078.000 88 738 238059	06/30/92 06/30/04	USA WYW-147797		T28N R107W SEC 5 SW/4 SEC 17 SW/4,NE/4 SUBLETTE COUNTY, WY
03000080.000 92 200 240948	11/04/92 11/30/02	USA WYW-147798		T27N R107W SEC 7 E/2W/2 LOTS 1-4 SUBLETTE COUNTY, WY
03000082.000 88 455 236866	02/26/92 02/28/02	USA WYW-147795		T27N R108W SEC 5 SE/4,SW/4,S/2N/2 LOTS 1-4 SEC 8 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000084.000	03/04/96 03/31/06	USA WYW-138524		T29N R109W SEC 6 SE/4NW/4,SE/4,S/2NE/4,E/2SW/4 LOTS 1,2,3,4,5,6,7 SEC 8 ALL SUBLETTE COUNTY, WY
03000085.000 81 86 219715	01/25/77 09/04/01	USA WYW-147792		T28N R108W SEC 2 S/2S/2 LOTS 1-4 SEC 11 ALL SUBLETTE COUNTY, WY
03000088.000 88 445 236854	04/02/92 04/01/98	ST OF WY 92-00196		T29N R108W SEC 16 ALL SUBLETTE COUNTY, WY
03000090.000 88 448 236857	04/02/92 04/01/97	ST OF WY 92-00199		T29N R109W SEC 36 ALL SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000091.000 91 363 239910	12/02/92 09/01/99	ST OF WY 92-00412		T28N R108W SEC 36 ALL SUBLETTE COUNTY, WY
03000093.000 96 5 244688	12/02/93 12/01/98	ST OF WY 93-00554		T28N R109W SEC 36 ALL SUBLETTE COUNTY, WY
03000094.000 92 273 241352	04/02/93 04/01/98	ST OF WY 93-00109		T29N R109W SEC 16 ALL SUBLETTE COUNTY, WY
03000097.000	07/13/90 07/31/99	USA WYW-120908		T29N R107W SEC 17 ALL SEC 20 E/2 SEC 28 N/2 SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000100.000	09/12/94 09/30/04	USA WYW-133762		T27N R109W SEC 1 S/2NW/4,S/2,NE/4 LOTS 3,4 SUBLETTE COUNTY, WY
03000101.000	03/04/96 03/31/06	USA WYW-141885		T29N R109W SEC 18 SE/4,E/2NW/4 LOTS 1,2 SUBLETTE COUNTY, WY
03000102.000	06/02/90 06/01/95	ST OF WY 90-00365		T29N R108W SEC 36 ALL SUBLETTE COUNTY, WY
03000103.001 108 661 269396	08/21/98 08/20/02	LOIS T ZEBRE ETVIR		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY

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03000103.002	08/21/98	LOIS T ZEBRE TRTEE	T27N R106W
108	08/20/02		SEC 27 SW/4SW/4
659			SEC 28 NW/4SE/4
269395			SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4
			SUBLETTE COUNTY, WY

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000103.003 108 663 269397	08/26/98 08/25/02	KARL B KURTZ SOLE TRTEE		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY
03000103.004 108 669 269400	08/19/98 08/18/02	CHRISTIAN BUNNING ETUX		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY
03000103.005 108 667 269398	08/26/98 08/25/02	ROBERT BUNNING ETUX		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY

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[redacted]	03000103.006	08/18/98	ESTHER G CHEESMAN INDV TRTEE	T27N R106W
	108	08/17/02		SEC 27 SW/4SW/4
	671			SEC 28 NW/4SE/4
	269401			SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4
				SUBLETTE COUNTY, WY

[redacted]

[redacted]

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000103.007 108 676 269403	08/20/98 08/19/02	MARY L ARAMBEL TRTEE		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY
03000103.008 108 665 269398	08/21/98 08/20/02	MARY ANN ARAMBEL ETAL TRTEES		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY
03000103.009 109 560 270548	10/15/98 10/14/02	KAREN G ARAMBEL		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY

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[redacted]	03000103.010	10/27/98	ANN MARIE GAVIOTIS
[redacted]	109	10/26/02	
	562		
	270549		

T27N R106W
SEC 27 SW/4SW/4
SEC 28 NW/4SE/4
SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4
SUBLETTE COUNTY, WY

[redacted]

[redacted] JUL-30-2002 16:07

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EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT EFFECTIVE JULY 30, 2002 FROM WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, AS ASSIGNOR TO ENCANA OIL & GAS (USA) INC., AS ASSIGNEE.

LEASE SCHEDULE

PROSPECT: JONAH PROSPECT
COUNTY: SUBLETTE
STATE: WYOMING

LEASE NO. / BOOK / PAGE / ENTRY	LSE DATE / EXP DATE	LESSOR NAME	LESSEE NAME	DESCRIPTION
03000103.011 111 143 272915	10/27/98 10/26/02	ROSEMARY ABRIANI ETVIR		T27N R106W SEC 27 SW/4SW/4 SEC 28 NW/4SE/4 SEC 34 S/2NW/4,NW/4SE/4,NW/4NW/4 SUBLETTE COUNTY, WY
03000104.000 108 674 269402	08/20/98 08/19/02	MARY L ARAMBEL TRTEE		T27N R107W SEC 8 NW/4SW/4 SUBLETTE COUNTY, WY
03000117.000	03/31/88 05/31/98	USA WYW-111556		T29N R107W SEC 20 SW/4SW/4 SUBLETTE COUNTY, WY
03000120.000 88 738 238059	06/30/92 02/28/03	USA WYW-153527		T28N R107W SEC 33 SW/4 SUBLETTE COUNTY, WY

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
CABRITO 11-25 LANCE	29N	106W	25	SW/4	MCMURRY OIL COMPANY	490352163900	.34666000	.27399470
CABRITO 11-30 LANCE	29N	107W	30	SW/4	MCMURRY OIL COMPANY	490352205300	.34666000	.27399470
CABRITO 12-19 LANCE	29N	107W	19	SW/4	MCMURRY OIL COMPANY	490352236800	.34666000	.27399470
CABRITO 12-25 LANCE	29N	106W	25	SW/4	MCMURRY OIL COMPANY	490352220200	.34666000	.27399470
CABRITO 1-25 LANCE	29N	106W	25	NE/4	MCMURRY OIL COMPANY	490352180700	.34666000	.27399470
CABRITO 13-19 LANCE	29N	107W	19	SW/4	MCMURRY OIL COMPANY	490352205200	.34666000	.27399470
CABRITO 13-30 LANCE	29N	107W	30	SW/4	MCMURRY OIL COMPANY	490352172000	.34666000	.27399470
CABRITO 14-25 LANCE	29N	106W	25	SW/4	MCMURRY OIL COMPANY	490352220100	.34666000	.27399470
CABRITO 14-30 LANCE	29N	107W	30	SW/4	MCMURRY OIL COMPANY	490352240900	.34666000	.27399470
CABRITO 7-30 LANCE	29N	107W	30	NE/4	MCMURRY OIL COMPANY	490352206300	.34666000	.27399470
CABRITO UNIT 7-25 LANCE	29N	106W	25	NE/4	MCMURRY OIL COMPANY	490352184000	.34666000	.27399470
CABRITO UNIT 13-25 LANCE	29N	106W	25	SW/4SW/4	MCMURRY OIL COMPANY	490352155100	.34666000	.27399470
CORONA 7-24 LANCE	29N	106W	24	NE/4	BP AMERICA PRODUCTION	490352154000	.168888 APO	.133422 APO
CORONA 7-24 LANCE	29N	106W	24	NE/4	BP AMERICA PRODUCTION	490352154000	0.3378333 BPO	0.26688631 BPO
CORONA SHB 10-30 LANCE	29N	106W	30	SE/4	MCMURRY OIL COMPANY	490352276100	.34666000	.27399470
CORONA SHB 16-30 LANCE	29N	106W	30	SE/4	MCMURRY OIL COMPANY	490352276200	.34666000	.27399470
CORONA SHB 6-30 LANCE	29N	106W	30	NW/4	MCMURRY OIL COMPANY	490352280300	.34666000	.27399470
CORONA UNIT 15-31 LANCE	29N	106W	31	SE/4	MCMURRY OIL COMPANY	490352174800	.34666000	.27399470
CORONA UNIT 9-31 LANCE	29N	106W	31	SE/4	MCMURRY OIL COMPANY	490352169300	.34666000	.27399470
HOLMES FED 5-1 LANCE	27N	109W	1	LOT3	MCMURRY OIL COMPANY	490352173600	.15000000	.12187500
JONAH 3-15 LANCE	28N	108W	15	N/2NW/4	MCMURRY OIL COMPANY	490352135600	.077897 BPO	.061867 BPO
JONAH 3-15 LANCE	28N	108W	15	N/2NW/4	MCMURRY OIL COMPANY	490352135600	0.18026 APO	0.1424747 APO
JONAH 32-34 LANCE	28N	108W	34	S/2NE/4	MCMURRY OIL COMPANY	490352094000	.34666000	.27399470
JONAH FEDERAL 11-7 LANCE	28N	106W	7	N/2SW/4	MCMURRY OIL COMPANY	490352258500	.17216000	.13605310
JONAH FEDERAL 12-7 LANCE	28N	106W	7	N/2SW/4	MCMURRY OIL COMPANY	490352235700	.17216000	.13605310
JONAH FEDERAL 13-7 LANCE	28N	106W	7	S/2SW/4	MCMURRY OIL COMPANY	490352188600	.17216000	.13605310
JONAH FEDERAL 1-4 LANCE	28N	106W	4	N/2SW/4	MCMURRY OIL COMPANY	490352092600	.34666000	.27359470
JONAH FEDERAL 1-4X LANCE	28N	106W	4	N/2NE/4	MCMURRY OIL COMPANY	490352186500	.34666000	.27359470
JONAH FEDERAL 1-5 LANCE	28N	106W	5	N/2NW/4	MCMURRY OIL COMPANY	490352116900	.17216000	.13605310
JONAH FEDERAL 1-5X LANCE	28N	106W	5	N/2NE/4	MCMURRY OIL COMPANY	490352234800	.17216000	.13605310
JONAH FEDERAL 1-6 LANCE	28N	106W	6	N/2SE/4	MCMURRY OIL COMPANY	490352123700	.17216000	.13605310
JONAH FEDERAL 1-6X LANCE	28N	106W	6	N/2NE/4	MCMURRY OIL COMPANY	490352234900	.17216000	.13605310
JONAH FEDERAL 1-7 LANCE	28N	106W	7	N/2NE/4	MCMURRY OIL COMPANY	490352120100	.17216000	.13605310
JONAH FEDERAL 1-7X LANCE	28N	106W	7	N/2NE/4	MCMURRY OIL COMPANY	490352220800	.17216000	.13605310
JONAH FEDERAL 1-8 LANCE	28N	106W	8	N/2NE/4	MCMURRY OIL COMPANY	490352146700	.34666000	.27399470
JONAH FEDERAL 2-4 LANCE	28N	106W	4	N/2SW/4	MCMURRY OIL COMPANY	490352146700	.34666000	.27359470
JONAH FEDERAL 2-5 LANCE	28N	106W	5	N/2SE/4	MCMURRY OIL COMPANY	490352128000	.17216000	.13605310
JONAH FEDERAL 2-7 LANCE	28N	106W	7	N/2NE/4	MCMURRY OIL COMPANY	490352234400	.17216000	.13605310
JONAH FEDERAL 2-8 LANCE	28N	106W	8	N/2NW/4	MCMURRY OIL COMPANY	490352121400	.34666000	.27399470
JONAH FEDERAL 2-8A LANCE	28N	106W	8	N/2NW/4	MCMURRY OIL COMPANY	490352149200	.34666000	.27399470

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
JONAH FEDERAL 2-8X LANCE	28N	108W	8	N/2NE/4	MCMURRY OIL COMPANY	490352241300	.34666000	.27399470
JONAH FEDERAL 3-4 LANCE	28N	108W	4	N/2NE/4	MCMURRY OIL COMPANY	490352184900	.34666000	.27399470
JONAH FEDERAL 3-5 LANCE	28N	108W	5	N/2NW/4	MCMURRY OIL COMPANY	490352211900	.17216000	.13605310
JONAH FEDERAL 3-6 LANCE	28N	108W	6	N/2NW/4	MCMURRY OIL COMPANY	490352188800	.17216000	.13605310
JONAH FEDERAL 3-7 LANCE	28N	108W	7	S/2SW/4	MCMURRY OIL COMPANY	490352131100	.17216000	.13605310
JONAH FEDERAL 3-7X LANCE	28N	108W	7	N/2NW/4	MCMURRY OIL COMPANY	490352181500	.17216000	.13605310
JONAH FEDERAL 3-8X LANCE	28N	108W	8	N/2NW/4	MCMURRY OIL COMPANY	490352241800	.34666000	.27399470
JONAH FEDERAL 4-18 LANCE	28N	108W	18	N/2NW/4	MCMURRY OIL COMPANY	490352241600	.34666000	.27399470
JONAH FEDERAL 4-4 LANCE	28N	108W	4	N/2NW/4	MCMURRY OIL COMPANY	490352235000	.34666000	.27399470
JONAH FEDERAL 4-6 LANCE	28N	108W	6	N/2NW/4	MCMURRY OIL COMPANY	490352234500	.17216000	.13605310
JONAH FEDERAL 4-7 LANCE	28N	108W	7	N/2NW/4	MCMURRY OIL COMPANY	490352234700	.17216000	.13605310
JONAH FEDERAL 5-4 LANCE	28N	108W	4	S/2SW/4	MCMURRY OIL COMPANY	490352240200	.34666000	.27399470
JONAH FEDERAL 5-5 LANCE	28N	108W	5	S/2SW/4	MCMURRY OIL COMPANY	490352225900	.17216000	.13605310
JONAH FEDERAL 5-6 LANCE	28N	108W	6	S/2SW/4	MCMURRY OIL COMPANY	490352186800	.17216000	.13605310
JONAH FEDERAL 5-7 LANCE	28N	108W	7	S/2NW/4	MCMURRY OIL COMPANY	490352169400	.17216000	.13605310
JONAH FEDERAL 5-8 LANCE	28N	108W	8	S/2NW/4	MCMURRY OIL COMPANY	490352241700	.34666000	.27399470
JONAH FEDERAL 6-5 LANCE	28N	108W	5	S/2SW/4	MCMURRY OIL COMPANY	490352222000	.17216000	.13605310
JONAH FEDERAL 6-6 LANCE	28N	108W	6	S/2SW/4	MCMURRY OIL COMPANY	490352263300	.17216000	.13605310
JONAH FEDERAL 6-7 LANCE	28N	108W	7	S/2NW/4	MCMURRY OIL COMPANY	490352235100	.17216000	.13605310
JONAH FEDERAL 7-5 LANCE	28N	108W	5	S/2SE/4	MCMURRY OIL COMPANY	490352241900	.17216000	.13605310
JONAH FEDERAL 7-6 LANCE	28N	108W	6	S/2SE/4	MCMURRY OIL COMPANY	490352211700	.17216000	.13605310
JONAH FEDERAL 7-7 LANCE	28N	108W	7	S/2NE/4	MCMURRY OIL COMPANY	490352205100	.17216000	.13605310
JONAH FEDERAL 8-5 LANCE	28N	108W	5	S/2SE/4	MCMURRY OIL COMPANY	490352213500	.17216000	.13605310
JONAH FEDERAL 8-6 LANCE	28N	108W	6	S/2SE/4	MCMURRY OIL COMPANY	490352234600	.17216000	.13605310
JONAH FEDERAL 8-7 LANCE	28N	108W	7	S/2NE/4	MCMURRY OIL COMPANY	490352241500	.17216000	.13605310
STUD HORSE BUTTE 10-26 LANCE	29N	108W	26	N/2SE/4	MCMURRY OIL COMPANY	490352251200	.18027000	.14248260
STUD HORSE BUTTE 10-28 LANCE	29N	108W	28	N/2SE/4	MCMURRY OIL COMPANY	490352258300	.18027000	.14248260
STUD HORSE BUTTE 10-33 LANCE	29N	108W	33	N/2SE/4	MCMURRY OIL COMPANY	490352221600	.34666000	.27399470
STUD HORSE BUTTE 10-34 LANCE	29N	108W	34	N/2SE/4	MCMURRY OIL COMPANY	490352231500	.34666000	.27399470
STUD HORSE BUTTE 10-35 LANCE	29N	108W	35	N/2SE/4	MCMURRY OIL COMPANY	490352220400	.34666000	.27399470
STUD HORSE BUTTE 11-22 LANCE	29N	108W	22	N/2SW/4	MCMURRY OIL COMPANY	490352183700	.34666000	.27399470
STUD HORSE BUTTE 11-26 LANCE	29N	108W	26	N/2SW/4	MCMURRY OIL COMPANY	490352151500	.18027000	.14248260
STUD HORSE BUTTE 11-27 LANCE	29N	108W	27	N/2SW/4	MCMURRY OIL COMPANY	490352147800	.18027000	.14248260
STUD HORSE BUTTE 11-28 LANCE	29N	108W	28	N/2SW/4	MCMURRY OIL COMPANY	490352151600	.18027000	.14248260
STUD HORSE BUTTE 11-29 LANCE	29N	108W	29	N/2SW/4	MCMURRY OIL COMPANY	490352163400	.18026000	.14247470
STUD HORSE BUTTE 11-32 LANCE	29N	108W	32	N/2SW/4	MCMURRY OIL COMPANY	490352205800	.34666000	.27399470
STUD HORSE BUTTE 11-33 LANCE	29N	108W	33	N/2SW/4	MCMURRY OIL COMPANY	490352149300	.34666000	.27399470
STUD HORSE BUTTE 11-33X LANCE	29N	108W	33	N/2SW/4	MCMURRY OIL COMPANY	490352264500	.34666000	.27399470
STUD HORSE BUTTE 11-34 LANCE	29N	108W	34	N/2SW/4	MCMURRY OIL COMPANY	490352197100	.34666000	.27399470
STUD HORSE BUTTE 11-35 LANCE	29N	108W	35	N/2SW/4	MCMURRY OIL COMPANY	490352170500	.34666000	.27399470

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
STUD HORSE BUTTE 11-36 LANCE	29N	108W	36	N/2SW/4	MCMURRY OIL COMPANY	490352264600	.18026000	.14224130
STUD HORSE BUTTE 12-26 LANCE	29N	108W	26	N/2SW/4	MCMURRY OIL COMPANY	490352220700	.18027000	.14248260
STUD HORSE BUTTE 12-27 LANCE	29N	108W	27	N/2SW/4	MCMURRY OIL COMPANY	490352268800	.18027000	.14248260
STUD HORSE BUTTE 12-28 LANCE	29N	108W	28	N/2SW/4	MCMURRY OIL COMPANY	490352258400	.18027000	.14248260
STUD HORSE BUTTE 12-29 LANCE	29N	108W	29	N/2SW/4	MCMURRY OIL COMPANY	490352262200	.18026000	.14247470
STUD HORSE BUTTE 12-34 LANCE	29N	108W	34	N/2SW/4	MCMURRY OIL COMPANY	490352234000	.34666000	.27399470
STUD HORSE BUTTE 12-35 LANCE	29N	108W	35	N/2SW/4	MCMURRY OIL COMPANY	490352221000	.34666000	.27399470
STUD HORSE BUTTE 12-36 LANCE	29N	108W	36	N/2SW/4	MCMURRY OIL COMPANY	490352206400	.18026000	.14224130
STUD HORSE BUTTE 1-26 LANCE	29N	108W	26	N/2NE/4	MCMURRY OIL COMPANY	490352177100	.18027000	.14248260
STUD HORSE BUTTE 1-27 LANCE	29N	108W	27	N/2NE/4	MCMURRY OIL COMPANY	490352178400	.18027000	.14248260
STUD HORSE BUTTE 1-28 LANCE	29N	108W	28	N/2NE/4	MCMURRY OIL COMPANY	490352186000	.18027000	.14248260
STUD HORSE BUTTE 1-29 LANCE	29N	108W	29	N/2NE/4	MCMURRY OIL COMPANY	490352262500	0.18026 APO	0.1424747 APO
STUD HORSE BUTTE 1-29 LANCE	29N	108W	29	N/2NE/4	MCMURRY OIL COMPANY	490352262600	.34666000 BPO	.27399470 BPO
STUD HORSE BUTTE 13-16 LANCE	29N	108W	16	S/2SW/4	MCMURRY OIL COMPANY	490352173300	.34666000	.27399470
STUD HORSE BUTTE 13-17 LANCE	29N	108W	17	S/2SW/4	MCMURRY OIL COMPANY	490352174600	.34666000	.27399470
STUD HORSE BUTTE 1-32 LANCE	29N	108W	32	N/2NE/4	MCMURRY OIL COMPANY	490352212400	.34666000	.27399470
STUD HORSE BUTTE 13-20 LANCE	29N	108W	20	S/2SW/4	MCMURRY OIL COMPANY	490352211600	.34666000	.27399470
STUD HORSE BUTTE 13-26 LANCE	29N	108W	26	S/2SW/4	MCMURRY OIL COMPANY	490352163200	.18027000	.14248260
STUD HORSE BUTTE 13-27 LANCE	29N	108W	27	S/2SW/4	MCMURRY OIL COMPANY	490352135900	0.06933 BPO	0.0547974 BPO
STUD HORSE BUTTE 13-27 LANCE	29N	108W	27	S/2SW/4	MCMURRY OIL COMPANY	490352135900	0.18027 APO	0.1424826 APO
STUD HORSE BUTTE 13-28 LANCE	29N	108W	28	S/2SW/4	MCMURRY OIL COMPANY	490352164700	.18027000	.14248260
STUD HORSE BUTTE 13-29 LANCE	29N	108W	29	S/2SW/4	MCMURRY OIL COMPANY	490352210600	.18026000	.14247470
STUD HORSE BUTTE 1-33 LANCE	29N	108W	33	N/2NE/4	MCMURRY OIL COMPANY	490352145400	.34666000	.27399470
STUD HORSE BUTTE 13-32 LANCE	29N	108W	32	S/2SW/4	MCMURRY OIL COMPANY	490352174700	.34666000	.27399470
STUD HORSE BUTTE 13-33 LANCE	29N	108W	33	S/2SW/4	MCMURRY OIL COMPANY	490352210500	.34666000	.27399470
STUD HORSE BUTTE 13-34 LANCE	29N	108W	34	S/2SW/4	MCMURRY OIL COMPANY	490352145500	.34666000	.27399470
STUD HORSE BUTTE 13-35 LANCE	29N	108W	35	S/2SW/4	MCMURRY OIL COMPANY	490352151700	.34666000	.27399470
STUD HORSE BUTTE 1-34 LANCE	29N	108W	34	N/2NE/4	MCMURRY OIL COMPANY	490352180600	.34666000	.27399470
STUD HORSE BUTTE 1-35 LANCE	29N	108W	35	N/2NE/4	MCMURRY OIL COMPANY	490352153400	.34666000	.27399470
STUD HORSE BUTTE 1-36 LANCE	29N	108W	36	N/2NE/4	MCMURRY OIL COMPANY	490352240300	.18026000	.14224130
STUD HORSE BUTTE 14-26 LANCE	29N	108W	26	S/2SW/4	MCMURRY OIL COMPANY	490352251100	.18027000	.14248260
STUD HORSE BUTTE 14-27 LANCE	29N	108W	27	S/2SW/4	MCMURRY OIL COMPANY	490352268900	.18027000	.14248260
STUD HORSE BUTTE 14-28 LANCE	29N	108W	28	S/2SW/4	MCMURRY OIL COMPANY	490352257800	.18027000	.14248260
STUD HORSE BUTTE 14-33 LANCE	29N	108W	33	S/2SW/4	MCMURRY OIL COMPANY	490352257200	.34666000	.27399470
STUD HORSE BUTTE 14-34 LANCE	29N	108W	34	S/2SW/4	MCMURRY OIL COMPANY	490352234300	.34666000	.27399470
STUD HORSE BUTTE 14-35 LANCE	29N	108W	35	S/2SW/4	MCMURRY OIL COMPANY	490352221100	.34666000	.27399470
STUD HORSE BUTTE 15-19 LANCE	29N	108W	19	SE/4	MCMURRY OIL COMPANY	490352211400	.34666000	.27399470
STUD HORSE BUTTE 15-26 LANCE	29N	108W	26	S/2SE/4	MCMURRY OIL COMPANY	490352136700	.18027000	.14248260
STUD HORSE BUTTE 15-27 LANCE	29N	108W	27	S/2SE/4	MCMURRY OIL COMPANY	490352176700	.18027000	.14248260
STUD HORSE BUTTE 15-28 LANCE	29N	108W	28	S/2SE/4	MCMURRY OIL COMPANY	490352135200	.18027000	.14248260

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
STUD HORSE BUTTE 15-29 LANCE	29N	108W	29	S/2SE/4	MCMURRY OIL COMPANY	490352145300	0.18026 APO	0.1424747 APO
STUD HORSE BUTTE 15-29 LANCE	29N	108W	29	S/2SE/4	MCMURRY OIL COMPANY	490352145300	.069337 BPO	.054807 BPO
STUD HORSE BUTTE 15-30 LANCE	29N	108W	30	SE/4	MCMURRY OIL COMPANY	490352181300	.34666000	.27399470
STUD HORSE BUTTE 15-32 LANCE	29N	108W	32	S/2SE/4	MCMURRY OIL COMPANY	490352205700	.34666000	.27399470
STUD HORSE BUTTE 15-33 LANCE	29N	108W	33	S/2SE/4	MCMURRY OIL COMPANY	490352146400	.34666000	.27399470
STUD HORSE BUTTE 15-34 LANCE	29N	108W	34	S/2SE/4	MCMURRY OIL COMPANY	490352146600	.34666000	.27399470
STUD HORSE BUTTE 15-35 LANCE	29N	108W	35	S/2SE/4	MCMURRY OIL COMPANY	490352186400	.34666000	.27399470
STUD HORSE BUTTE 16-26 LANCE	29N	108W	26	S/2SE/4	MCMURRY OIL COMPANY	490352251000	.18027000	.14248260
STUD HORSE BUTTE 16-27M LANCE	29N	108W	27	S/2SE/4	MCMURRY OIL COMPANY	490352282200	.18027000	.14248260
STUD HORSE BUTTE 16-28 LANCE	29N	108W	28	S/2SE/4	MCMURRY OIL COMPANY	490352257900	.18027000	.14248260
STUD HORSE BUTTE 16-31 LANCE	29N	108W	31	SE/4	MCMURRY OIL COMPANY	490352240800	.34666000	.27399470
STUD HORSE BUTTE 16-33 LANCE	29N	108W	33	S/2SE/4	MCMURRY OIL COMPANY	490352257100	.34666000	.27399470
STUD HORSE BUTTE 16-34 LANCE	29N	108W	34	SE/4SE/4	MCMURRY OIL COMPANY	490352220800	.34666000	.27399470
STUD HORSE BUTTE 16-35R LANCE	29N	108W	35	S/2SE/4	MCMURRY OIL COMPANY	490352284700	.34666000	.27399470
STUD HORSE BUTTE 2-26 LANCE	29N	108W	26	N/2NE/4	MCMURRY OIL COMPANY	490352239700	.18027000	.14248260
STUD HORSE BUTTE 2-27 LANCE	29N	108W	27	N/2NE/4	MCMURRY OIL COMPANY	490352268400	0.18027 APO	0.1424826 APO
STUD HORSE BUTTE 2-27 LANCE	29N	108W	27	N/2NE/4	MCMURRY OIL COMPANY	490352268400	.34666000 BPO	.27399470 BPO
STUD HORSE BUTTE 2-28 LANCE	29N	108W	28	N/2NE/4	MCMURRY OIL COMPANY		.34666000 BPO	.27399470 BPO
STUD HORSE BUTTE 2-28 LANCE	29N	108W	28	N/2NE/4	MCMURRY OIL COMPANY	490352251500	0.18027 APO	0.1424826 APO
STUD HORSE BUTTE 2-29 LANCE	29N	108W	29	N/2NE/4	MCMURRY OIL COMPANY	490352262700	.18026000	.14247470
STUD HORSE BUTTE 2-33 LANCE	29N	108W	33	N/2NE/4	MCMURRY OIL COMPANY	490352257600	.34666000	.27399470
STUD HORSE BUTTE 2-34 LANCE	29N	108W	34	N/2NE/4	MCMURRY OIL COMPANY	490352231600	.34666000	.27399470
STUD HORSE BUTTE 2-35 LANCE	29N	108W	35	N/2NE/4	MCMURRY OIL COMPANY	490352236500	.34666000	.27399470
STUD HORSE BUTTE 2-36 LANCE	29N	108W	36	N/2NE/4	MCMURRY OIL COMPANY	490352157300	.18026000	.14224130
STUD HORSE BUTTE 3-26 LANCE	29N	108W	26	N/2NW/4	MCMURRY OIL COMPANY	490352171200	.18027000	.14248260
STUD HORSE BUTTE 3-28 LANCE	29N	108W	28	N/2NW/4	MCMURRY OIL COMPANY	490352171600	.18027000	.14248260
STUD HORSE BUTTE 3-29 LANCE	29N	108W	29	N/2NW/4	MCMURRY OIL COMPANY	490352213200	.18026000	.14247470
STUD HORSE BUTTE 3-31 LANCE	29N	108W	31	NW/4	MCMURRY OIL COMPANY	490352181400	.34666000	.27399470
STUD HORSE BUTTE 3-32 LANCE	29N	108W	32	N/2NW/4	MCMURRY OIL COMPANY	490352208400	.34666000	.27399470
STUD HORSE BUTTE 3-33 LANCE	29N	108W	33	N/2NW/4	MCMURRY OIL COMPANY	490352154400	.34666000	.27399470
STUD HORSE BUTTE 3-34 LANCE	29N	108W	34	N/2NW/4	MCMURRY OIL COMPANY	490352148300	.34666000	.27399470
STUD HORSE BUTTE 3-35 LANCE	29N	108W	35	N/2NW/4	MCMURRY OIL COMPANY	490352159900	.34666000	.27399470
STUD HORSE BUTTE 3-36 LANCE	29N	108W	36	N/2NW/4	MCMURRY OIL COMPANY	490352254800	.18026000	.14224130
STUD HORSE BUTTE 4-26 LANCE	29N	108W	26	N/2NW/4	MCMURRY OIL COMPANY	490352242100	.18027000	.14248260
STUD HORSE BUTTE 4-27 LANCE	29N	108W	27	N/2NW/4	MCMURRY OIL COMPANY	490352269100	.18027000	.14248260
STUD HORSE BUTTE 4-28 LANCE	29N	108W	28	N/2NW/4	MCMURRY OIL COMPANY	490352282800	.34666000 BPO	.27399740 BPO
STUD HORSE BUTTE 4-28 LANCE	29N	108W	28	N/2NW/4	MCMURRY OIL COMPANY	490352282800	.18027000 APO	.14248260 BPO
STUD HORSE BUTTE 4-29 LANCE	29N	108W	29	N/2NW/4	MCMURRY OIL COMPANY	490352262500	.18026000	.14247470
STUD HORSE BUTTE 4-34 LANCE	29N	108W	34	N/2NW/4	MCMURRY OIL COMPANY	490352234200	.34666000	.27399470
STUD HORSE BUTTE 4-36 LANCE	29N	108W	36	N/2NW/4	MCMURRY OIL COMPANY	490352220500	.34666000	.27399470

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
STUD HORSE BUTTE 4-36 LANCE	29N	108W	36	N/2NW/4	MCMURRY OIL COMPANY	490352145900	.18026000	.14224130
STUD HORSE BUTTE 5-26 LANCE	29N	108W	26	S/2NW/4	MCMURRY OIL COMPANY	490352137400	.18027000	.14248260
STUD HORSE BUTTE 5-27 LANCE	29N	108W	27	S/2NW/4	MCMURRY OIL COMPANY	490352155500	.18027000	.14248260
STUD HORSE BUTTE 5-28 LANCE	29N	108W	28	S/2NW/4	MCMURRY OIL COMPANY	490352189100	0.18027 APO	0.1424826 APO
STUD HORSE BUTTE 6-28 LANCE	29N	108W	28	S/2NW/4	MCMURRY OIL COMPANY	490352189100	.34666000 BPO	.27399470 BPO
STUD HORSE BUTTE 6-29 LANCE	29N	108W	29	S/2NW/4	MCMURRY OIL COMPANY	490352170600	.18026000	.14247470
STUD HORSE BUTTE 5-32 LANCE	29N	108W	32	S/2NW/4	MCMURRY OIL COMPANY	490352206000	.34666000	.27399470
STUD HORSE BUTTE 5-33 LANCE	29N	108W	33	S/2NW/4	MCMURRY OIL COMPANY	490352210200	.34666000	.27399470
STUD HORSE BUTTE 6-34 LANCE	29N	108W	34	S/2NW/4	MCMURRY OIL COMPANY	490352194500	.34666000	.27399470
STUD HORSE BUTTE 5-35 LANCE	29N	108W	35	S/2NW/4	MCMURRY OIL COMPANY	490352183300	.34666000	.27399470
STUD HORSE BUTTE 5-36 LANCE	29N	108W	36	S/2NW/4	MCMURRY OIL COMPANY	490352201300	.18026000	.14224130
STUD HORSE BUTTE 6-26 LANCE	29N	108W	26	S/2NW/4	MCMURRY OIL COMPANY	490352250900	.18027000	.14248260
STUD HORSE BUTTE 6-28 LANCE	29N	108W	28	S/2NW/4	MCMURRY OIL COMPANY	490352257700	.18027000	.14248260
STUD HORSE BUTTE 6-29 LANCE	29N	108W	29	S/2NW/4	MCMURRY OIL COMPANY	490352262400	.18026000	.14247470
STUD HORSE BUTTE 6-31 LANCE	29N	108W	31	NW/4	MCMURRY OIL COMPANY	490352192100	.34666000	.27399470
STUD HORSE BUTTE 6-33 LANCE	29N	108W	33	S/2NW/4	MCMURRY OIL COMPANY	490352257400	.34666000	.27399470
STUD HORSE BUTTE 6-34 LANCE	29N	108W	34	S/2NW/4	MCMURRY OIL COMPANY	490352234100	.34666000	.27399470
STUD HORSE BUTTE 6-35 LANCE	29N	108W	35	S/2NW/4	MCMURRY OIL COMPANY	490352220900	.34666000	.27399470
STUD HORSE BUTTE 6-36 LANCE	29N	108W	36	S/2NW/4	MCMURRY OIL COMPANY	490352157200	.18026000	.14224130
STUD HORSE BUTTE 7-26 LANCE	29N	108W	26	S/2NE/4	MCMURRY OIL COMPANY	490352177000	.18027000	.14248260
STUD HORSE BUTTE 7-27 LANCE	29N	108W	27	S/2NE/4	MCMURRY OIL COMPANY	490352176600	.18027000	.14248260
STUD HORSE BUTTE 7-29 LANCE	29N	108W	29	S/2NE/4	MCMURRY OIL COMPANY	490352213400	.18026000	.14247470
STUD HORSE BUTTE 7-32 LANCE	29N	108W	32	S/2NE/4	MCMURRY OIL COMPANY	490352212300	.34666000	.27399470
STUD HORSE BUTTE 7-33 LANCE	29N	108W	33	S/2NE/4	MCMURRY OIL COMPANY	490352210300	.34666000	.27399470
STUD HORSE BUTTE 7-35 LANCE	29N	108W	35	S/2NE/4	MCMURRY OIL COMPANY	490352183400	.34666000	.27399470
STUD HORSE BUTTE 7-36 LANCE	29N	108W	36	S/2NE/4	MCMURRY OIL COMPANY	490352189200	.18026000	.14224130
STUD HORSE BUTTE 7-36A LANCE	29N	108W	36	S/2NE/4	MCMURRY OIL COMPANY	490352281800	.18026000	.14224130
STUD HORSE BUTTE 8-26 LANCE	29N	108W	26	S/2NE/4	MCMURRY OIL COMPANY	490352258000	.18027000	.14248260
STUD HORSE BUTTE 8-27M LANCE	29N	108W	27	S/2NE/4	MCMURRY OIL COMPANY	490352282300	.18027000	.14248260
STUD HORSE BUTTE 8-28 LANCE	29N	108W	28	S/2NE/4	MCMURRY OIL COMPANY	490352251600	.18027000	.14248260
STUD HORSE BUTTE 8-29 LANCE	29N	108W	29	S/2NE/4	MCMURRY OIL COMPANY	490352282300	0.18026 APO	0.1424747 APO
STUD HORSE BUTTE 8-29 LANCE	29N	108W	29	S/2NE/4	MCMURRY OIL COMPANY	490352282300	.34666000 BPO	.27399470 BPO
STUD HORSE BUTTE 8-34 LANCE	29N	108W	34	S/2NE/4	MCMURRY OIL COMPANY	490352231100	.34666000	.27399470
STUD HORSE BUTTE 8-35 LANCE	29N	108W	35	S/2NE/4	MCMURRY OIL COMPANY	490352238300	.34666000	.27399470
STUD HORSE BUTTE 8-36 LANCE	29N	108W	36	S/2NE/4	MCMURRY OIL COMPANY	490352240400	.18026000	.14224130
STUD HORSE BUTTE 9-19 LANCE	29N	108W	19	SE/4	MCMURRY OIL COMPANY	490352211500	.34666000	.27399470
STUD HORSE BUTTE 9-26 LANCE	29N	108W	26	N/2SE/4	MCMURRY OIL COMPANY	490352176900	.18027000	.14248260
STUD HORSE BUTTE 9-27 LANCE	29N	108W	27	N/2SE/4	MCMURRY OIL COMPANY	490352147900	.18027000	.14248260
STUD HORSE BUTTE 9-28 LANCE	29N	108W	28	N/2SE/4	MCMURRY OIL COMPANY	490352147700	.18027000	.14248260
STUD HORSE BUTTE 9-29 LANCE	29N	108W	29	N/2SE/4	MCMURRY OIL COMPANY	490352210100	0.18026APO	0.1424747APO

JUL-30-2002 16:15

EXHIBIT " A-4 "

EXISTING WELLS-JONAH

WELL NAME	TWN	RGN	SEC	LOCATION	OPERATOR	API NUMBER	WORKING INTEREST	REVENUE INTEREST
STUD HORSE BUTTE 9-29 LANCE	29N	106W	29	N/2SE/4	MCMURRY OIL COMPANY	490352210100	0.3486% BPO	0.2739847BPO
STUD HORSE BUTTE 9-30 LANCE	29N	106W	30	SE/4	MCMURRY OIL COMPANY	490352183600	.34666000	.27399470
STUD HORSE BUTTE 9-32 LANCE	29N	106W	32	N/2SE/4	MCMURRY OIL COMPANY	490352205900	.34666000	.27399470
STUD HORSE BUTTE 9-33 LANCE	29N	106W	33	N/2SE/4	MCMURRY OIL COMPANY	490352210400	.34666000	.27399470
STUD HORSE BUTTE 9-34 LANCE	29N	106W	34	N/2SE/4	MCMURRY OIL COMPANY	490352183600	.34666000	.27399470
STUD HORSE BUTTE 9-35 LANCE	29N	106W	35	N/2SE/4	MCMURRY OIL COMPANY	490352183500	.34666000	.27399470
WARDELL FEDERAL #1 LANCE	28N	106W	9	S/2SE/4	MCMURRY OIL COMPANY	490352034200	.34666000	.27301595
WARDELL FEDERAL #1 LANCE	28N	106W	9	S/2SE/4	MCMURRY OIL COMPANY	490352034200	.34666000 BPO	.260044 BPO
WARDELL FEDERAL #1 LANCE	28N	106W	9	S/2SE/4	MCMURRY OIL COMPANY	490352034200	.206830 APO	.1662530 APO
YELLOW POINT 10-11 LANCE	28N	109W	11	SE/4	MCMURRY OIL COMPANY	490352264400	.34666000	.27399470
YELLOW POINT 10-12 LANCE	28N	109W	12	N/2SE/4	MCMURRY OIL COMPANY	490352221500	.34666000	.27399470
YELLOW POINT 10-13 LANCE	28N	109W	13	N/2SE/4	MCMURRY OIL COMPANY	490352241000	.18026000	.14247470
YELLOW POINT 10-14 LANCE	28N	109W	14	SE/4	MCMURRY OIL COMPANY	490352240700	.34666000	.27399470
YELLOW POINT 1-1 LANCE	28N	109W	1	N/2NE/4	MCMURRY OIL COMPANY	490352185800	.34666000	.27399470
YELLOW POINT 11-12 LANCE	28N	109W	12	N/2SW/4	MCMURRY OIL COMPANY	490352186200	.34666000	.27399470
YELLOW POINT 11-13 LANCE	28N	109W	13	S/2SW/4	MCMURRY OIL COMPANY	490352186700	.18026000	.14247470
YELLOW POINT 1-12 LANCE	28N	109W	12	N/2NE/4	MCMURRY OIL COMPANY	490352181600	.34666000	.27399470
YELLOW POINT 1-13 LANCE	28N	109W	13	N/2NE/4	MCMURRY OIL COMPANY	490352160300	.18026000	.14247470
YELLOW POINT 1-2 LANCE	28N	109W	2	SE/4	MCMURRY OIL COMPANY	490352182100	.34666000	.27399470
YELLOW POINT 12-12 LANCE	28N	109W	12	N/2SW/4	MCMURRY OIL COMPANY	490352224000	.34666000	.27399470
YELLOW POINT 12-13 LANCE	28N	109W	13	N/2SW/4	MCMURRY OIL COMPANY	490352256100	.18026000	.14247470
YELLOW POINT 13-12 LANCE	28N	109W	12	S/2SW/4	MCMURRY OIL COMPANY	490352186300	.34666000	.27399470
YELLOW POINT 13-13 LANCE	28N	109W	13	S/2SW/4	MCMURRY OIL COMPANY	490352197500	.18026000	.14247470
YELLOW POINT 14-12 LANCE	28N	109W	12	S/2SW/4	MCMURRY OIL COMPANY	490352221800	.34666000	.27399470
YELLOW POINT 14-13 LANCE	28N	109W	13	S/2SW/4	MCMURRY OIL COMPANY	490352251300	.18026000	.14247470
YELLOW POINT 14-14 LANCE	28N	109W	14	SW/4	DEVON	490352224300	.06667000	.05339000
YELLOW POINT 15-11 LANCE	28N	109W	11	SE/4	MCMURRY OIL COMPANY	490352186900	.34666000	.27399470
YELLOW POINT 15-12 LANCE	28N	109W	12	S/2SE/4	MCMURRY OIL COMPANY	490352186900	.34666000	.27399470
YELLOW POINT 15-13 LANCE	28N	109W	13	S/2SE/4	MCMURRY OIL COMPANY	490352197600	.17333000	.13693070
YELLOW POINT 15-14 LANCE	28N	109W	14	SE/4	MCMURRY OIL COMPANY	490352197300	.34666000	.27399470
YELLOW POINT 16-11 LANCE	28N	109W	11	SE/4	MCMURRY OIL COMPANY	490352221900	.34666000	.27399470
YELLOW POINT 16-12 LANCE	28N	109W	12	S/2SE/4	MCMURRY OIL COMPANY	490352221700	.34666000	.27399470
YELLOW POINT 16-14 LANCE	28N	109W	14	SE/4	MCMURRY OIL COMPANY	490352219800	.34666000	.27399470
YELLOW POINT 2-1 LANCE	28N	109W	1	N/2SE/4	MCMURRY OIL COMPANY	490352241400	.34666000	.27399470
YELLOW POINT 2-12 LANCE	28N	109W	12	N/2NE/4	MCMURRY OIL COMPANY	490352231200	.34666000	.27399470
YELLOW POINT 2-13 LANCE	28N	109W	13	N/2NE/4	MCMURRY OIL COMPANY	490352221300	.18026000	.14247470
YELLOW POINT 3-12 LANCE	28N	109W	12	N/2NW/4	MCMURRY OIL COMPANY	490352171700	.34666000	.27399470
YELLOW POINT 3-13 LANCE	28N	109W	13	N/2NW/4	MCMURRY OIL COMPANY	490352169000	.18026000	.14247470
YELLOW POINT 4-12 LANCE	28N	109W	12	N/2NW/4	MCMURRY OIL COMPANY	490352231300	.34666000	.27399470
YELLOW POINT 4-13 LANCE	28N	109W	13	N/2NW/4	MCMURRY OIL COMPANY	490352221400	.18026000	.14247470

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EXHIBIT " A-4 "

EXISTING WELLS-JONAH

TWN	RGN	SEC	LOCATION	OPERATOR	WELL NAME	API NUMBER	WORKING INTEREST	REVENUE INTEREST
28N	109W	12	S/2NW/4	MCMURRY OIL COMPANY	YELLOW POINT 5-12 LANCE	4903521856*0	.34666000	.27399470
28N	109W	13	S/2NW/4	MCMURRY OIL COMPANY	YELLOW POINT 6-13 LANCE	4903521873*0	.18026000	.14247470
28N	109W	12	S/2NW/4	MCMURRY OIL COMPANY	YELLOW POINT 6-12 LANCE	4903522314*0	.34666000	.27399470
28N	109W	13	S/2NW/4	MCMURRY OIL COMPANY	YELLOW POINT 6-13 LANCE	4903522314*0	.18026000	.14247470
28N	109W	1	S/2SE/4	MCMURRY OIL COMPANY	YELLOW POINT 7-1 LANCE	4903522203*0	.34666000	.27399470
28N	109W	12	S/2NE/4	MCMURRY OIL COMPANY	YELLOW POINT 7-12 LANCE	4903521740*0	.34666000	.27399470
28N	109W	13	S/2NE/4	MCMURRY OIL COMPANY	YELLOW POINT 7-13 LANCE	4903521860*0	.34666000	.27399470
28N	109W	12	S/2NE/4	MCMURRY OIL COMPANY	YELLOW POINT 8-12 LANCE	4903521891*0	.18026000	.14247470
28N	109W	13	S/2NE/4	MCMURRY OIL COMPANY	YELLOW POINT 8-13 LANCE	4903522003*0	.34666000	.27399470
28N	109W	2	SE/4	MCMURRY OIL COMPANY	YELLOW POINT 8-2 LANCE	4903522251*0	.18026000	.14247470
28N	109W	11	SE/4	MCMURRY OIL COMPANY	YELLOW POINT 9-11 LANCE	4903522336*0	.34666000	.27399470
28N	109W	12	N/2SE/4	MCMURRY OIL COMPANY	YELLOW POINT 9-12 LANCE	4903521861*0	.34666000	.27399470
28N	109W	14	SE/4	MCMURRY OIL COMPANY	YELLOW POINT 9-14 LANCE	4903521892*0	.34666000	.27399470
28N	108W	7	N/2SE/4	MCMURRY OIL COMPANY	JONAH FEDERAL 10-7	4903521885*0	.34666000	.27399470
28N	108W	28	S/2NE/4	MCMURRY OIL COMPANY	STUD HORSE BUTTE 7-28		.17215700	.13605000
28N	108W	31	SE/4	MCMURRY OIL COMPANY	STUD HORSE BUTTE 10-31		.18026000	.14224600
28N	108W	20	N/2SW/4	MCMURRY OIL COMPANY	STUD HORSE BUTTE 11-20		.34667700	.27400000
28N	109W	1	S/2SE/4	MCMURRY OIL COMPANY	YELLOW POINT 8-1		.34667000	.27400000
28N	108W	25	NE/4	MCMURRY OIL COMPANY	CABRITO 8-25		.34667000	.27400000
28N	109W	14	NE/4SW/4	MCMURRY OIL COMPANY	YELLOW POINT 11-14		.34667000	.27400000
						33.334 APO (1.2BCF)	.26402 APO(1.2 BCF)	

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EXHIBIT "A--5 "

Attached to and made a part of that certain Purchase and Sale Agreement, effective date of July 30, 2002, by and between Williams Production Rocky Mountain Company, Seller, and EnCana Oil & Gas (USA) Inc., as Buyer.

Identification of Lands Subject to Agreement

T27N-R106W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T27N-R107W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T27N-R108W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T27N-R109W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T28N-R106W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T28N-R107W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T28N-R108W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T28N-R109W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T29N-R107W, 6th P.M., Sublette County, Wyoming
Sections 17-20, and 28-33

T29N-R108W, 6th P.M., Sublette County, Wyoming
Sections 1-36

T29N-R109W, 6th P.M., Sublette County, Wyoming
Sections 1-36

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN LANDS LOCATED IN SUBLETTE COUNTY, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

291908

RECORDED July 31 2002 11:15A M
IN BOOK 122 O&G PAGE 177
FEES $ 243.00
SUBLETTE COUNTY, WYOMING
By Cathy Smith

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ENSIGN-BICKFORD COMPANY, whose address is 660 Hopmeadow Street, P.O. Box 7, Simsbury, Connecticut 06070-0007, hereinafter referred to as "Assignor", does hereby grant, convey, sell, assign, and transfer unto HOWARD O. SHARPE, whose address is 9357 S. Prairie View Drive, Highlands Ranch, Colorado 80126, hereinafter referred to as "Assignee", all of Assignor's Overriding Royalty Interest, being a one-half of one percent (0.5%) Overriding Royalty Interest, in and to all of the oil, gas and associated hydrocarbons in and under the parcels of land within the oil and gas leases as described on the attached Lease Schedule, marked Exhibit "A", covering lands situated in Sublette County, Wyoming, attached hereto and made a part hereof. It is the intention of Assignor to assign to Assignee all of Assignor's Overriding Royalty Interests under Oil and Gas Leases that are in good standing and in full force and effect that are located in Sublette County, Wyoming, which were assigned to Assignor by Assignment of Overriding Royalty Interest in Lands Located in Sublette County, Wyoming, as recorded in Book 102 O&G, at Page 5, of the records of Sublette County, Wyoming, whether or not such interest, oil and gas leases and lands are described in Exhibit "A".

This Assignment shall be a covenant running with the land and leasehold estate and shall be binding upon the parties hereto, their respective heirs, administrators, executors, and assigns.

This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied.

Executed this 1st day of July, 2002, but to be effective as of the 1st day of June, 2002, at 7:00 a.m. Mountain Time.

THE ENSIGN-BICKFORD COMPANY

By _____ SECRETARY

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)ss. SIMSBURY
COUNTY OF HARTFORD)

Appeared Michael T. Long, personally known to me to be Secretary of THE ENSIGN-BICKFORD COMPANY, who acknowledged that the execution of the Assignment of Overriding Royalty Interest in Lands Located in Sublette County, Wyoming was done with full authority as the free act and deed of the corporation this 1st day of July, 2002.

Susan B. Mazurek, Notary Public

My Commission expires 12/31/2004.

SUSAN B. MAZUREK NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest in Lands Located in Sublette County, Wyoming, from The Ensign-Bickford Company, as Assignor, to Howard O. Sharpe, as Assignee, effective as of the 1st day of June, 2002, at 7:00 a.m. Mountain Time.

SCHEDULE OF LEASES

Sublette County, Wyoming

Federal Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
WYW-092715	Township 31 North, Range 111 West, 6th P.M. Sec. 19: Lot 4	39.27
WYW-097288	Township 31 North, Range 110 West, 6th P.M. Sec. 6: E/2SW/4 Sec. 7: NE/4SW/4 Sec. 18: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4	452.41
WYW-153399	Township 31 North, Range 110 West, 6th P.M. Sec. 17: E/2SE/4 Sec. 20: NW/4NW/4, S/2NW/4, SW/4, W/2SE/4 Sec. 28: SW/4NW/4, SW/4SW/4 Sec. 29: All Sec. 33: W/2	1,480.00
WYW-101774	Township 31 North, Range 111 West, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 12: NE/4NE/4	359.84
WYW-101779	Township 32 North, Range 111 West, 6th P.M. Sec. 15: W/2, W/2SE/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 26: NW/4NW/4, SE/4NW/4	760.00
WYW-153276	Township 32 North, Range 111 West, 6th P.M. Sec. 5: Lots 1, 2 Sec. 8: NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4 Sec. 9: E/2NE/4 Sec. 10: W/2NE/4, NW/4, N/2SW/4 Sec. 17: NE/4NE/4 Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: SW/4NW/4, SW/4, SW/4SE/4	1,684.34

Lease Serial Number	Description of Land	Acres
WYW-153277	Township 32 North, Range 111 West, 6th P.M. Sec. 31: Lots 1-4, E/2, E/2W/2	630.88
WYW-102773	Township 32 North, Range 111 West, 6th P.M. Sec. 13: All Sec. 14: All	1,280.00
WYW-153278	Township 32 North, Range 111 West, 6th P.M. Sec. 11: All	640.00
WYW-102774	Township 32 North, Range 111 West, 6th P.M. Sec. 23: All Sec. 24: All Sec. 25: E/2, E/2NW/4, SW/4SW/4 Sec. 26: NE/4NW/4, S/2SE/4 Sec. 35: NE/4NE/4	1,880.00
WYW-153279	Township 32 North, Range 111 West, 6th P.M. Sec. 33: W/2	320.00
WYW-104824	Township 32 North, Range 111 West, 6th P.M. Sec. 15: NE/4, E/2SE/4	240.00
WYW-153280	Township 32 North, Range 111 West, 6th P.M. Sec. 1: Lots 1-4, S/2SE/4 Sec. 2: Lots 1-4 Sec. 3: Lots 1-4 Sec. 4: Lots 1-4 Sec. 9: W/2NE/4, NW/4 Sec. 10: E/2NE/4, SE/4	1,045.52
WYW-153944	Township 29 North, Range 110 West, 6th P.M. That portion of the bed of the Green River riparian to: Sec. 6: Lots 2,7 Township 30 North, Range 110 West, 6th P.M. Those portions of the beds of the Green River and the New Fork River riparian to: Sec. 27: Lot 3 Sec. 28: Lots 5-9 Sec. 29: Lots 1-7 That portion of the bed of the Green River riparian to: Sec. 31: Lots 2,5,7,8,12	269.19

Lease Serial Number	Description of Land	Acres
WYW-153751	Township 30 North, Range 110 West, 6th P.M. Those portions of the beds of the Green River and the New Fork River riparian to: Sec. 30: Lot 7	14.32
WYW-113414	Township 30 North, Range 109 West, 6th P.M. Sec. 13: NE/4, NW/4NW/4	200.00
WYW-113419	Township 30 North, Range 111 West, 6th P.M. Sec. 26: N/2, N/2S/2, SE/4SE/4	520.00
WYW-114057	Township 30 North, Range 111 West, 6th P.M. Sec. 5: S/2N/2, S/2	480.00
WYW-114058	Township 31 North, Range 111 West, 6th P.M. Sec. 10: SW/4 Sec. 14: E/2, SW/4, SE/4NW/4	680.00
WYW-153400	Township 31 North, Range 111 West, 6th P.M. Sec. 15: SW/4, W/2E/2, NE/4NE/4, NE/4SE/4	400.00
WYW-114059	Township 32 North, Range 111 West, 6th P.M. Sec. 21: NE/4NE/4 Sec. 28: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 Sec. 33: E/2	720.00
WYW-153281	Township 32 North, Range 111 West, 6th P.M. Sec. 22: NW/4 Sec. 34: W/2, W/2SE/4, SE/4SE/4	600.00
WYW-153753	Township 32 North, Range 110 West, 6th P.M. Sec. 8: W/2SW/4 Sec. 9: E/2E/2 Sec. 10: All Sec. 11: W/2E/2, W/2, SE/4SE/4 Sec. 17: NW/4SE/4 Sec. 25: NW/4NW/4	1,480.00
WYW-118172	Township 32 North, Range 110 West, 6th P.M. Sec. 25: E/2, E/2W/2, SW/4NW/4, NW/4SW/4 Sec. 35: All	1,200.00
WYW-118866	Township 32 North, Range 110 West, 6th P.M. Sec. 30: Lots 1-4, E/2W/2, E/2	601.21

Lease Serial Number	Description of Land	Acres
WYW-119474	Township 30 North, Range 110 West, 6th P.M. Sec. 30: Lot 7	28.67
WYW-153945	Township 30 North, Range 110 West, 6th P.M. Sec. 29: Lot 7	13.57
WYW-121407	Township 32 North, Range 110 West, 6th P.M. Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1-4, E/2W/2, E/2	1,793.59
WYW-153402	Township 32 North, Range 110 West, 6th P.M. Sec. 6: Lots 2-5, SE/4SW/4, SW/4SE/4	151.01
WYW-121408	Township 32 North, Range 110 West, 6th P.M. Sec. 20: All	640.00
WYW-153403	Township 32 North, Range 110 West, 6th P.M. Sec. 21: W/2W/2 Sec. 28: W/2NW/4, NW/4SW/4	280.00
WYW-153754	Township 32 North, Range 110 West, 6th P.M. Sec. 17: W/2, S/2SE/4	400.00
WYW-121684	Township 30 North, Range 111 West, 6th P.M. Sec. 6: Lots 1-4 Sec. 9: All	798.69
WYW-124075	Township 31 North, Range 111 West, 6th P.M. Sec. 20: All Sec. 21: All	1,280.00
WYW-124623	Township 30 North, Range 109 West, 6th P.M. Sec. 3: Lot 4, S/2NW/4, SW/4, SW/4SE/4 Sec. 4: Lots 1-3, S/2NE/4, SE/4NW/4, S/2 Sec. 5: Lots 2-5, S/2NW/4, NW/4SW/4, SE/4SE/4 Sec. 6: Lots 8-13, S/2NE/4 Township 31 North, Range 109 West, 6th P.M. Sec. 33: Lots 4, 7, E/2, E/2NW/4	1,971.95
WYW-124634	Township 30 North, Range 111 West, 6th P.M. Sec. 1: Lots 1-4, S/2N/2, S/2 Sec. 2: Lots 1-4, S/2N/2, S/2 Sec. 12: All Sec. 13: NW/4NW/4	1,957.98

Lease Serial Number	Description of Land	Acres
WYW-124636	Township 33 North, Range 111 West, 6th P.M. Sec. 35: W/2	320.00
WYW-125138	Township 31 North, Range 109 West, 6th P.M. Sec. 20: N/2, SW/4, N/2SE/4, SW/4SE/4	600.00
WYW-125139	Township 31 North, Range 110 West, 6th P.M. Sec. 24: E/2 Sec. 25: All	960.00
WYW-153757	Township 31 North, Range 109 West, 6th P.M. Sec. 19: Lots 1-12, E/2 Sec. 29: W/2NE/4, W/2 Sec. 30: E/2	1,396.99
WYW-125140	Township 31 North, Range 110 West, 6th P.M. Sec. 30: Lots 1-4, E/2W/2, E/2 Sec. 31: Lots 1-4, E/2W/2, E/2 Sec. 32: All	1,848.91
WYW-125141	Township 31 North, Range 110 West, 6th P.M. Sec. 13: All Sec. 14: All Sec. 23: All Sec. 24: W/2	2,240.00
WYW-125144	Township 31 North, Range 111 West, 6th P.M. Sec. 19: Lots 1-3, E/2W/2, E/2 Sec. 28: All Sec. 29: All Sec. 30: Lots 1-4, E/2W/2, E/2	2,515.52
WYW-125145	Township 31 North, Range 111 West, 6th P.M. Sec. 31: Lots 1-4, E/2W/2, E/2 Sec. 32: N/2, SW/4, N/2SE/4, SW/4SE/4 Sec. 33: N/2, N/2SW/4, SE/4SW/4, SE/4	1,838.74
WYW-128309	Township 31 North, Range 110 West, 6th P.M. Sec. 4: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 9: NE/4, E/2NW/4, N/2SE/4, SE/4SE/4 Sec. 15: W/2NW/4, E/2SW/4, S/2SE/4 Sec. 22: E/2, E/2NW/4 Sec. 27: E/2 Sec. 34: NE/4, E/2SE/4	2,037.36

Lease Serial Number	Description of Land	Acres
WYW-128799	Township 30 North, Range 110 West, 6th P.M. Sec. 20: N/2NE/4 Sec. 21: Lots 2, 3, 5, N/2NW/4	227.07
WYW-153758	Township 30 North, Range 110 West, 6th P.M. Sec. 28: Lots 6-9, S/2S/2	310.61
WYW-128801	Township 30 North, Range 111 West, 6th P.M. Sec. 27: All	640.00
WYW-139792	Township 30 North, Range 111 West, 6th P.M. Sec. 24: SW/4NW/4, NW/4SW/4	80.00
WYW-153946	Township 30 North, Range 111 West, 6th P.M. Sec. 34: N/2 Sec. 35: N/2, SE/4, NE/4SW/4	840.00
WYW-128818	Township 32 North, Range 111 West, 6th P.M. Sec. 12: All	640.00
WYW-128819	Township 32 North, Range 110 West, 6th P.M. Sec. 24: W/2W/2	160.00
WYW-129373	Township 30 North, Range 111 West, 6th P.M. Sec. 26: S/2SW/4, SW/4SE/4	120.00
WYW-129428	Township 32 North, Range 110 West, 6th P.M. Sec. 5: SW/4SW/4	40.00
WYW-129429	Township 30 North, Range 110 West, 6th P.M. Sec. 11: NE/4SW/4, NW/4SE/4 Sec. 14: SE/4NE/4	120.00
WYW-129430	Township 33 North, Range 112 West, 6th P.M. Sec. 26: All Sec. 27: NE/4NE/4 Sec. 35: N/2NE/4, SE/4NE/4	800.00
WYW-129702	Township 31 North, Range 111 West, 6th P.M. Sec. 2: SW/4NW/4, NW/4SW/4 Sec. 11: S/2NW/4 Sec. 13: S/2N/2, N/2SW/4, SE/4SW/4, SE/4	600.00

Lease Serial Number	Description of Land	Acres
WYW-129703	Township 33 North, Range 111 West, 6th P.M. Sec. 11: E/2 Sec. 13: All Sec. 14: E/2	1,280.00
WYW-153282	Township 33 North, Range 111 West, 6th P.M. Sec. 12: All	640.00
WYW-129704	Township 34 North, Range 111 West, 6th P.M. Sec. 13: S/2 Sec. 24: N/2	640.00
WYW-130233	Township 30 North, Range 109 West, 6th P.M. Sec. 11: SW/4	160.00
WYW-130319	Township 31 North, Range 111 West, 6th P.M. Sec. 3: NE/4SE/4 Sec. 12: NW/4NE/4	80.00
WYW-130732	Township 30 North, Range 110 West, 6th P.M. Sec. 19: Lot 1, N/2NE/4, E/2NW/4 Sec. 30: Lots 3, 4, 10, 11, NE/4NW/4	379.04
WYW-139793	Township 30 North, Range 110 West, 6th P.M. Sec. 19: Lots 2, 3, 4, E/2SW/4	186.27
WYW-153947	Township 30 North, Range 110 West, 6th P.M. Sec. 28: Lot 5 Sec. 29: Lots 1-6, E/2SW/4, SE/4	400.48
WYW-130735	Township 30 North, Range 111 West, 6th P.M. Sec. 6: Lots 5-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lots 1, 2, NE/4, E/2NW/4 Sec. 8: All	1,439.00
WYW-130736	Township 31 North, Range 111 West, 6th P.M. Sec. 3: Lots 1-4, S/2N/2, NW/4SE/4, S/2SE/4, SW/4	600.13
WYW-130737	Township 31 North, Range 111 West, 6th P.M. Sec. 10: N/2, SE/4	480.00
WYW-130840	Township 34 North, Range 110 West, 6th P.M. Sec. 7: Lots 1, 2, NE/4, E/2NW/4 Sec. 18: E/2	623.31

Lease Serial Number	Description of Land	Acres
WYW-130841	Township 33 North, Range 111 West, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4	319.88
WYW-131100	Township 29 North, Range 111 West, 6th P.M. Sec. 3: Lots 17, 18 Sec. 4: Lot 10 Sec. 9: SE/4SE/4 Sec. 15: W/2 Sec. 23: NE/4 Sec. 25: NW/4NW/4 Sec. 26: All Sec. 27: NE/4, NE/4NW/4 Sec. 34: SE/4, E/2NE/4 Sec. 35: All	2,404.91
WYW-131909	Township 30 North, Range 109 West, 6th P.M. Sec. 3: Lot 1, SE/4NE/4, SE/4SE/4	120.26
WYW-131910	Township 30 North, Range 110 West, 6th P.M. Sec. 9: Lot 5 Sec. 12: Lot 5	39.42
WYW-131911	Township 31 North, Range 110 West, 6th P.M. Sec. 1: Lots 1-4, S/2N/2 Sec. 2: Lots 1-4, S/2N/2	638.48
WYW-153759	Township 31 North, Range 110 West, 6th P.M. Sec. 3: Lots 1-4, S/2N/2	316.72
WYW-131912	Township 31 North, Range 110 West, 6th P.M. Sec. 3: S/2 Sec. 10: All Sec. 11: All	1,600.00
WYW-153760	Township 31 North, Range 110 West, 6th P.M. Sec. 1: S/2 Sec. 2: S/2 Sec. 12: N/2	960.00
WYW-131913	Township 31 North, Range 110 West, 6th P.M. Sec. 21: Lots 3, 4, 5, 6, 8, NW/4NW/4, S/2NW/4, NE/4SW/4, W/2SE/4 Sec. 28: NW/4NE/4	383.92
WYW-131914	Township 33 North, Range 110 West, 6th P.M. Sec. 20: All	640.00

Lease Serial Number	Description of Land	Acres
WYW-131915	Township 33 North, Range 110 West, 6th P.M. Sec. 30: Lots 1-4, E/2, E/2W/2	638.08
WYW-131920	Township 30 North, Range 111 West, 6th P.M. Sec. 22: All Sec. 23: All Sec. 25: W/2NE/4, W/2, NW/4SE/4	1,720.00
WYW-131921	Township 32 North, Range 111 West, 6th P.M. Sec. 8: N/2SE/4, SE/4SE/4 Sec. 9: S/2 Sec. 10: S/2SW/4	520.00
WYW-131922	Township 35 North, Range 111 West, 6th P.M. Sec. 15: All Sec. 22: All Sec. 23: S/2N/2, S/2 Sec. 24: All Sec. 27: N/2N/2	2,560.00
WYW-133083	Township 32 North, Range 110 West, 6th P.M. Sec. 25: SW/4SW/4	40.00
WYW-133084	Township 33 North, Range 110 West, 6th P.M. Sec. 21: W/2W/2 Sec. 28: W/2NW/4, SW/4 Sec. 33: SW/4NE/4, N/2NW/4, SW/4NW/4, W/2SW/4, W/2SE/4	720.00
WYW-133086	Township 34 North, Range 110 West, 6th P.M. Sec. 4: Lot 4, W/2NE/4 of Lot 2 Sec. 5: Lots 1, 2	116.52
WYW-133087	Township 34 North, Range 111 West, 6th P.M. Sec. 11: N/2 Sec. 12: S/2 Sec. 13: N/2	960.00
WYW-133088	Township 34 North, Range 110 West, 6th P.M. Sec. 19: E/2	320.00
WYW-133089	Township 34 North, Range 110 West, 6th P.M. Sec. 18: Lots 1-4 Sec. 19: Lots 1-4 Sec. 30: Lot 1, N/2NE/4, NE/4NW/4	411.80

Lease Serial Number	Description of Land	Acres
WYW-133092	Township 35 North, Range 111 West, 6th P.M. Sec. 12: SW/4, W/2SE/4 Sec. 13: All Sec. 14: All Sec. 23: N/2N/2	1,680.00
WYW-133778	Township 29 North, Range 111 West, 6th P.M. Sec. 12: NE/4NW/4 Sec. 13: NW/4NW/4 Sec. 23: SE/4NW/4, SE/4SW/4 Sec. 25: NE/4NE/4	200.00
WYW-135132	Township 35 North, Range 110 West, 6th P.M. Sec. 7: Lots 1-3, E/2, E/2W/2 Sec. 8: W/2, W/2SE/4 Sec. 28: SW/4SE/4 Sec. 29: SW/4 Sec. 30: NE/4SE/4, S/2SE/4 Sec. 31: NE/4 Sec. 32: W/2NW/4, W/2SE/4, SE/4SE/4 Sec. 33: E/2SW/4	1,729.78
WYW-135139	Township 29 North, Range 111 West, 6th P.M. Sec. 12: SW/4NW/4 Sec. 23: NE/4SW/4	80.00
WYW-135140	Township 31 North, Range 111 West, 6th P.M. Sec. 2: SW/4SW/4 Sec. 11: NW/4NW/4 Sec. 13: SW/4SW/4	120.00
WYW-153409	Township 30 North, Range 111 West, 6th P.M. Sec. 4: Lot 4 Sec. 5: Lot 1 Township 31 North, Range 111 West, 6th P.M. Sec. 15: SE/4SE/4 Sec. 32: SE/4SE/4 Sec. 33: SW/4SW/4	200.03
WYW-135141	Township 34 North, Range 111 West, 6th P.M. Sec. 2: Lots 3, 4, Sec. 3: Lot 1, SE/4NE/4, E/2SE/4 Sec. 12: N/2	557.23

Lease Serial Number	Description of Land	Acres
WYW-135147	Township 33 North, Range 112 West, 6th P.M. Sec. 1: Lots 2-4, S/2N/2, S/2 Sec. 2: Lots 1-4, S/2N/2, S/2	1,239.06
WYW-135433	Township 31 North, Range 110 West, 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, SW/4NE/4, SE/4NW/4, W/2SE/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4 Sec. 18: NE/4NE/4	824.82
WYW-153410	Township 31 North, Range 110 West, 6th P.M. Sec. 17: NW/4	160.00
WYW-135437	Township 31 North, Range 110 West, 6th P.M. Sec. 19: Lots 1-4, E/2W/2, E/2	603.04
WYW-153761	Township 30 North, Range 110 West, 6th P.M. Sec. 11: Lots 2-4, N/2, W/2SW/4 Sec. 12: N/2N/2 Sec. 13: Lot 1, S/2NW/4, NE/4, NE/4NW/4, S/2 Sec. 14: Lots 1, 7, SE/4SW/4, SE/4 Sec. 15: Lots 2, 3	1,719.59
WYW-135439	Township 32 North, Range 110 West, 6th P.M. Sec. 9: NW/4SE/4, W/2NE/4	120.00
WYW-135467	Township 30 North, Range 109 West, 6th P.M. Sec. 23: All Sec. 24: N/2	960.00
WYW-136332	Township 29 North, Range 111 West, 6th P.M. Sec. 10: Lot 1, W/2NE/4, SE/4NE/4, W/2, SE/4 Sec. 11: Lot 1, E/2, NE/4NW/4, S/2NW/4, SW/4 Sec. 14: All Sec. 15: E/2 Sec. 22: E/2	2,559.44
WYW-136335	Township 30 North, Range 111 West, 6th P.M. Sec. 7: SE/4SW/4	40.00
WYW-153949	Township 30 North, Range 111 West, 6th P.M. Sec. 19: N/2NE/4 Sec. 20: NW/4NW/4	120.00

State of Wyoming Oil and Gas Leases

Lease Serial Number	Description of Land	Acres
89-00645	Township 30 North, Range 111 West, 6th P.M. Sec. 16: All	640.00
89-00646	Township 31 North, Range 111 West, 6th P.M. Sec. 11: NE/4NW/4	40.00
93-00117	Township 32 North, Range 110 West, 6th P.M. Sec. 16: All	640.00
93-00118	Township 32 North, Range 110 West, 6th P.M. Sec. 21: W/2NE/4, E/2W/2,SE/4SE/4 Sec. 28: E/2NW/4, NE/4SW/4, SW/4SW/4 Sec. 32: N/2SE/4 Sec. 33: NW/4NW/4	560.00
93-00130	Township 32 North, Range 111 West, 6th P.M. Sec. 16: All	640.00
93-00133	Township 33 North, Range 111 West, 6th P.M. Sec. 16: All	640.00
93-00134	Township 33 North, Range 111 West, 6th P.M. Sec. 36: All	640.00
93-00416	Township 33 North, Range 112 West, 6th P.M. Sec. 36: All	640.00

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT
(Wyoming)

MORTGAGOR/GRANTOR/DEBTOR:

WILLIAMS PRODUCTION RMT COMPANY

291909

Address:
One Williams Center
Tulsa, Oklahoma 74172

RECORDED July 31 2002 1:35 P.M.
IN BOOK 182 O+G PAGE 191
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

MORTGAGEE/BENEFICIARY/SECURED PARTY:

LEHMAN COMMERCIAL PAPER, INC.,
as Administrative Agent
for the benefit of certain Lenders (as herein defined)

Address:
745 Seventh Avenue
New York, New York 10019

THIS INSTRUMENT IS TO BE RECORDED AS A MORTGAGE OR DEED OF TRUST AND FILED AS A FINANCING STATEMENT PURSUANT TO THE UNIFORM COMMERCIAL CODE AND IS INTENDED TO BE EFFECTIVE AS: (1) A MORTGAGE OR DEED OF TRUST OF THE OIL, GAS, MINERAL AND OTHER REAL PROPERTY DESCRIBED HEREIN; (2) A FINANCING STATEMENT COVERING HYDROCARBONS TO BE EXTRACTED FROM THE PROPERTIES DESCRIBED HEREIN, ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEADS OF THE WELLS LOCATED ON SUCH PROPERTIES AND THE PROCEEDS THEREOF; (3) A FIXTURE FILING COVERING GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN; AND (4) A FINANCING STATEMENT COVERING ALL OTHER PERSONAL PROPERTY INCLUDED IN THE MORTGAGED PROPERTIES DESCRIBED HEREIN (THE MORTGAGED PROPERTIES ARE DESCRIBED ON PAGES 2 AND 3 HEREOF.)

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY AND SECURES FUTURE ADVANCES.

THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTIES WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO DIRECT THE TRUSTEE TO TAKE POSSESSION OF THE PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT

THIS MORTGAGE is made as of this 30th day of July, 2002, between WILLIAMS PRODUCTION RMT COMPANY, a Delaware corporation (the "Mortgagor"), whose address is One Williams Center, Tulsa, Oklahoma 74172, and LEHMAN COMMERCIAL PAPER, INC. (the "Mortgagee"), whose address is 745 Seventh Avenue, New York, New York 10019, as Administrative Agent for the several banks and financial institutions set forth on Schedule 1 (the "Lenders").

In consideration of the sum of one dollar to Mortgagor in hand paid, and for the purpose of securing (A) the payment of loans in the principal amount of $900,000,000 made by Lenders under that certain Credit Agreement of even date herewith, among The Williams Companies, Inc., a Delaware corporation, Mortgagor, the several banks and financial institutions that are or may become a party thereto (the "Lenders"), Lehman Brothers Inc., as advisor, lead arranger and book manager, Mortgagee, as syndication agent, and Mortgagee, as administrative agent, as amended or modified from time to time (the "Credit Agreement"); and all other obligations of the Mortgagor to the Lenders and/or to Mortgagee arising under the Credit Agreement (the "Obligations"), such Obligations being due and payable on July 25, 2003; together with interest on the principal balance of the Obligations outstanding from time to time at the three-month London Interbank Offered Rate plus 4% (or if such an interest rate cannot be offered or is illegal, at an interest rate based on the prime rate in an amount that is intended to approximate such rate) and additional interest at the rate of 14% per annum, and any and all promissory notes or other evidences of indebtedness issued to evidence any of the Obligations; (B) a deferred commitment fee in an amount equal to either (i) if prior to the maturity date of the Obligations there is a merger, consolidation, sale, or other disposition of the Mortgagor's stock or assets, the greater of 15% of the principal amount of the Obligations outstanding on the date the loans were funded under the Credit Agreement, or up to 20% of the difference between (x) the aggregate purchase price (limited for purposes of this calculation to $2,500,000,000) paid in connection with such merger, consolidation, sale, or other disposition and (y) the principal amount of the Obligations under the Credit Agreement and other indebtedness of the Mortgagor and its subsidiaries that existed on the date the loans were funded under the Credit Agreement, determined on a consolidated basis, which fee is due and payable at the time of such merger, consolidation, sale, or other disposition, or (ii) if no such merger, consolidation, sale, or other disposition takes place prior to the maturity date, 15% of the principal amount of the Obligations outstanding on the date the loans were funded under the Credit Agreement, which fee is due and payable on the maturity date; (C) if the Obligations are prepaid at any time, whether such prepayment is mandatory or optional, a make-whole amount equal to the present value (discounted at a one-year Treasury rate plus 50 basis points) of interest payments that would have been received by the Lenders had the prepaid amount remained outstanding until the scheduled maturity date, which amount is due and payable at the time of such prepayment; (D) the payment of all other sums with interest thereon as may be advanced by Mortgagee in accordance with the Credit Agreement or this Mortgage or otherwise, including future advances or loans; (E) any extensions or modifications of any of the foregoing (the Obligations, and all such other sums are hereinafter collectively referred to as the "Indebtedness"); and (F) the performance of all the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, warrant, grant, bargain, sell, assign, transfer and convey unto Mortgagee, its successors and assigns, forever,

with power of sale, and also grants to Mortgagee, its successors and assigns, a security interest in: (i) the oil, gas and/or mineral interest and estates of Mortgagor, and any and all fee interests in surface and related mineral rights (in each case whether now owned or hereafter acquired) which are described in Exhibit A hereto and made a part hereof, and all interests with which any of the interests and estates described in Exhibit A are now or hereafter may be in whole or in part unitized or pooled; (ii) all right, title and interest of Mortgagor (whether now existing or hereafter arising) in and to those well bores described on Exhibit B hereto, and any recompletions thereof, including recompletions in different horizons whether or not resulting from the deepening of any such well, and any wells drilled in replacement therefor, (iii) all interest of Mortgagor (whether now existing or hereafter arising) in and to all wells, casing tubing, rods, flow lines, pipelines, derricks, tanks, separators, pumps, machinery, tools, equipment, camp sites, water flood equipment, buildings and all other personal property and fixtures now or hereafter located upon or used in connection with any of the properties described in Exhibit A or properties unitized or pooled therewith; (iv) all interest of Mortgagor (whether now existing or hereafter arising) in any compressors, pipelines, gas separation and treating equipment, gathering equipment, buildings and other property incorporated in or used in connection with any gathering or processing system of Mortgagor and which now or hereafter serves any of the wells located on the Mortgaged Properties or any other wells, and any and all rights of way, licenses, surface use rights now or hereafter used in connection therewith, including, without limitation, the gathering and processing equipment, rights of way, licenses and other surface use rights described on Exhibit A hereto and made a part hereof (collectively, the "Gathering Systems"); (v) all interest of Mortgagor (whether now existing or hereafter arising) in, to and under all contracts, operating agreements, gas gathering agreements, gas balancing agreements, sales contracts, rights of way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling designation and pooling orders now or hereafter affecting any of the interest now or hereafter covered hereby or which are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the properties described in Exhibit A or properties unitized or pooled therewith (collectively, the "Contract Rights"); (vi) all interest of Mortgagor (whether now existing or hereafter arising) in oil, gas, other hydrocarbons and other minerals produced from or allocated to the properties described in Exhibits A or B or properties unitized or pooled therewith, all proceeds thereof, and all accounts of Mortgagor under which such proceeds may arise; and (vii) all accounts and other rights to payment of Mortgagor arising under any of the Contract Rights or as a result of the operation of the Gathering Systems (all of such properties, interests and right being hereinafter sometimes referred to as the "Mortgaged Properties").

To Have and To Hold the Mortgaged Properties unto Mortgagee forever; provided, nevertheless, that this Mortgage is upon express condition that if the Obligations and all other Indebtedness shall be paid to Mortgagee as and when due and payable and if Mortgagor shall keep and perform each and every covenant and agreement of Mortgagor herein contained, then this Mortgage and the estate hereby granted shall cease and be and become void and shall be released of record at the expense of Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

Mortgagor represents, warrants and covenants that Mortgagor is the lawful owner of the Mortgaged Properties and the Proceeds of Runs (as hereinafter defined) and has good right and authority to grant, bargain, sell, transfer, assign and mortgage the same; that all oil, gas and/or

mineral leases and oil and gas leasehold estates and other agreements or interests described in Exhibit A attached hereto are valid and subsisting and are in full force and effect; that all rents and royalties due and payable thereunder and all severance, production and crude oil windfall profits taxes payable with respect to the production therefrom have been duly paid; that the Mortgaged Properties and the Proceeds of Runs are free and clear from all liens and encumbrances except for Permitted Liens (as defined in the Credit Agreement); that all producing wells located on the Mortgaged Properties or the properties unitized therewith have been drilled, operated and produced in conformity with all applicable laws and all rules, regulations and orders of all regulatory authorities having jurisdiction thereover and are subject to no penalties on account of past production; that none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rule and regulations; that such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Properties or properties unitized therewith; and that Mortgagor will warrant and forever defend the title to the Mortgaged Properties against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Mortgagor further covenants and agrees as follows:

1. Payment of the Obligations. Mortgagor will duly and punctually pay the Obligations in accordance with the terms of the Credit Agreement, and all other Indebtedness when and as due and payable. The provisions of the Credit Agreement are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

2. Application of Payments. All payments received by Mortgagee from Mortgagor under the Credit Agreement or this Mortgage, including the Proceeds of Runs (as hereinafter defined), shall be applied by Mortgagee in the following order of priority: (i) interest then due and payable on advances made pursuant to paragraph 12 hereof; (ii) principal then due and payable on advances made pursuant to paragraph 12 hereof; (iii) the Obligations, in the manner set forth in the Credit Agreement; and (iv) any other sums then due and payable secured by this Mortgage in such order of application as Mortgagee may determine.

3. Payment of Taxes, Assessments and Other Charges. Subject to paragraph 7 hereof relating to contests, Mortgagor shall pay before they become delinquent or before any penalty might attach for nonpayment thereof, all production, severance and crude oil windfall profits taxes now due or hereafter to be accrued from production from the Mortgaged Properties and all taxes and assessments and all other similar charges whatsoever levied upon or assessed or placed against the Mortgaged Properties, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness secured hereby, provided that Mortgagor shall not be obligated to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby; and provided further that nothing herein contained shall be construed as requiring Mortgagor to pay any net income, profits or revenue taxes of Mortgagee. At any time upon the request of Mortgagee, Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts due under this paragraph and shall promptly furnish to Mortgagee receipts evidencing such payments.

4. Payment of Charges and Expenses of Operation. Subject to paragraph 7 hereof relating to contests, Mortgagor will promptly pay or cause to be paid all material debts, liabilities and charges with respect to the Mortgaged Properties of any character, including without intending to limit the foregoing, its share under any joint operating agreement affecting the Mortgaged Properties of all liabilities for labor, materials and equipment, incurred in the operation and development of the Mortgaged Properties, and will promptly discharge all obligations to the holders of royalty interests and other interests in the Mortgaged Properties. Mortgagor shall not enter into any new operating agreement or any material amendment of any existing operating agreement affecting the Mortgaged Properties without the written consent of Mortgagee (not to be unreasonably withheld) and shall promptly furnish, as and when requested by Mortgagee, such information as to the status of any joint account maintained with others under any such operating agreement as the Mortgagee shall reasonably request.

5. Liens. Subject to paragraph 7 hereof relating to contests, Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Mortgaged Properties or any part thereof, whether prior, equal or subordinate to the lien of this Mortgage, except the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable and any Permitted Liens (as defined in the Credit Agreement).

6. Compliance with Laws. Subject to paragraph 7 hereof relating to contests, and except to the extent that failure to do any of the following will not expose Mortgagor to material liabilities or interfere in any material way with the use of, or production of, oil, gas, other hydrocarbons or other minerals from the Mortgaged Properties, Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Properties, any part thereof or the use thereof, including without intending to limit the foregoing, laws, rules, orders, regulations and ordinances relating to the operation of the Mortgaged Properties for the production of oil, gas, other hydrocarbons or other minerals.

7. Permitted Contests. Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 3 hereof, (ii) pay any debt, liability or charge referred to in paragraph 4 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 5 hereof, or (iv) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 6 hereof, so long as Mortgagor (a) shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, so contested, (B) the sale, forfeiture or loss of the Mortgaged Properties or any non-de minimis part thereof, and (C) any material interference with the use of, or production of oil, gas, other hydrocarbons or other minerals from, the Mortgaged Properties or any part thereof, and (b) shall give such security to Mortgagee as may be reasonably demanded by Mortgagee to insure compliance with the foregoing provisions of this paragraph 7. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph.

8. Insurance.

(a) Risks to be Insured. In addition to any insurance required to be maintained in accordance with the Credit Agreement, Mortgagor, at its sole cost and expense, will maintain, or cause to be maintained, insurance of the following character:

(i) With respect to such part of the Mortgaged Properties which is of an insurable nature and of a character usually insured by persons operating similar properties, insurance against loss or damage by fire and from such other cause customarily insured against.

(ii) Comprehensive general liability insurance protecting against claims arising from any accident or occurrence in or upon the Mortgaged Properties in an amount acceptable to Mortgagee.

(b) Assignment of Policy. If the Mortgaged Properties are sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Properties, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required under subparagraph (a)(i) hereof and the unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Properties prior to such sale or acquisition.

(c) Notice of Damage or Destruction; Adjusting Loss. If the Mortgaged Properties or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will promptly give written notice thereof to the insurance carrier and Mortgagee and will not adjust any damages or loss which is estimated by Mortgagor in good faith to exceed $500,000 unless Mortgagee shall have joined in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four-month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor does hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

9. Preservation, Maintenance and Operation of Mortgaged Properties. Mortgagor, to the extent permitted by any applicable operating agreement, (i) shall cause the Mortgaged Properties to be operated in a good and workmanlike manner in accordance with the provisions of the oil, gas and/or mineral leases or other instruments described in Exhibit A hereto; (ii) shall maintain all of the Mortgaged Properties consisting of tangible property in good operating condition, ordinary wear and tear excepted, and shall cause all necessary repairs, renewals, replacements, additions and improvements thereto to be promptly made in accordance with good oil field practice; (iii) shall, upon damage or destruction to the Mortgaged Properties or any material part thereof by fire or other casualty, restore, repair, replace or rebuild the property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purposes; (iv) shall not remove, or allow to be removed, from the land upon which it is located any of the fixtures or tangible personal property included in the Mortgaged Properties

unless the same (a) is no longer necessary for the operation of the Mortgaged Properties in accordance with good oil field practice and is disposed of in the ordinary course of business or (b) is immediately replaced with property of at least equal value and utility, and this Mortgage becomes a valid first lien on such property; and (v) shall prevent drainage of the Mortgaged Properties.

10. Preservation of Leases. Mortgagor shall observe and comply with all of the material terms and provisions, express or implied, of the oil, gas and/or mineral leases, agreements and other instruments described in Exhibit A and, except with the prior written consent of Mortgagee, will not amend or terminate any of such agreements or surrender, abandon or release any of such leases in whole or in part so long as any well situated thereon, or located on any unit containing all or any part of such leases, is capable of producing oil, gas, other hydrocarbons or other mineral in economic paying quantities. If any such leases will terminate or be cancelled pursuant to the terms thereof unless payment of delayed rental is made, drilling is commenced or any other action within the power of Mortgagor to take is taken, Mortgagor shall pay any delay rentals or take such other action as is necessary to avoid termination or cancellation of any such lease unless the Mortgagee consents in writing to the termination or cancellation thereof in the exercise of its reasonable discretion.

11. Inspection. Mortgagee or its agents shall have the right at all reasonable times to enter upon the Mortgaged Properties including, without limitation, the derrick floor of any well which has been or is being drilled, for the purposes of inspecting the Mortgaged Properties or any part thereof. Mortgagee shall, however, have no duty to make such inspection.

12. Protection of Mortgagee's Security. Subject to the rights of Mortgagor under paragraph 7 hereof, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which has a material negative effect on the Mortgaged Properties or the interest of Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax, assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) to enter upon the Mortgaged Properties as Mortgagor's agent in Mortgagor's name to perform any and all covenants and agreements to be performed by Mortgagor as herein provided if such covenants and agreements are not duly performed by Mortgagor. Any amounts or expenses disbursed or incurred by Mortgagee pursuant to this paragraph, with interest thereon, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the annual rate stated in the Credit Agreement, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagee shall, at its option, be subrogated to the lien of any mortgage, deed of trust, or other lien discharged in whole or in part by the Indebtedness or by Mortgagee under the provision thereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this

paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. Condemnation.

(a) Mortgagor hereby irrevocably assigns to Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Properties, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings (hereinafter called a "Taking"). Forthwith upon receipt by Mortgagor of notice of the institution of any proceedings or negotiations for a Taking, Mortgagor shall give notice thereof to Mortgagee. Mortgagee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. Mortgagor, notwithstanding that Mortgagee may not be a party to any such proceeding, will promptly give to Mortgagee copies of all notices, pleadings judgments, determinations and other papers received by Mortgagor therein. Mortgagor will not enter into any agreement permitting or consenting to the Taking of the Mortgaged Properties, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless Mortgagee shall first have consented thereto in writing, which consent will not be unreasonably withheld. All Taking awards shall be adjusted jointly by Mortgagor and Mortgagee. All awards payable as a result of a Taking shall be paid to Mortgagee, which may, at its option, apply them after first deducting expenses incurred in the collection thereof, to the payment of the Indebtedness, whether or not due and in such order of application as Mortgagee may determine, or to the repair or restoration of the Mortgaged Properties, in such manner as Mortgagee may determine.

(b) If the Taking involves a Taking of any building or other improvement which constitutes part of the Mortgaged Properties, Mortgagor shall proceed with reasonable diligence to demolish and remove any ruins and complete repair or restoration of the Mortgaged Properties as nearly as possible to their respective size, type and character immediately prior to the Taking, whether or not the condemnation awards are available or adequate to complete such repair or restoration. Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses (including reasonable attorney's fees) incurred in the collection of awards and their disbursement in accordance with this paragraph, and all such expenses, together with interest from the date of disbursement at the annual rate stated in the Credit Agreement (unless collection of interest from Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law), shall be additional amounts secured by this Mortgage.

14. Assignment of Production, Accounts, Contract Rights and Proceeds.

(a) For the purpose of additionally securing the payment, and to facilitate the discharge of the Indebtedness, Mortgagor hereby bargains, sells, transfers, assigns, sets

over and delivers to the Mortgagee and grants Mortgagee a security interest in all of Mortgagor's right, title and interest in oil, gas, other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties after 7:00 o'clock a.m. on the date hereof, and all proceeds thereof, all accounts and contract rights of Mortgagor under which such proceeds may arise and all proceeds of oil, gas and other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties prior to such date and with respect to which payment has not yet been made (all such proceeds including the accounts being herein called the "Proceeds of Runs").

(b) Mortgagee is hereby authorized, at any time, to give notice to Mortgagor and the operator or operators of the Mortgaged Properties directing and instructing the operator or operators of the Mortgaged Properties and any and all purchasers of the oil, gas, other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties to pay, all of the Proceeds of Runs to Mortgagee until such time as such operators or purchasers have been furnished with written notice from Mortgagee that payment should again be made to Mortgagor. At any time after Mortgagor or Mortgagee gives notice that Proceeds of Runs shall be paid to the Mortgagee, Mortgagee may (but need not), in its own name or in Mortgagor's name, demand, sue for, collect or receive any and all Proceeds of Runs and may (but need not) make any compromise or settlement or otherwise agree to waive, modify, amend or change any obligations with respect thereto. All Proceeds of Runs received by Mortgagee pursuant to this Mortgage shall be applied by Mortgagee as provided in paragraph 2 hereof. No purchaser of the production attributed to the Mortgaged Properties shall have any responsibility for the application of any funds paid to Mortgagee.

(c) Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be required by the operator of any of the Mortgaged Properties or by any purchaser of the production from any of the Mortgaged Properties for the purpose of effectuating payment of the Proceeds of Runs to the Mortgagee. If under any existing sales agreements, other than division orders or transfer orders, any Proceeds of Runs are required to be paid to Mortgagor so that under such existing agreement payment of such Proceeds of Runs cannot be made to the Mortgagee, Mortgagor's interest in all Proceeds of Runs under such sales agreements and in all other Proceeds of Runs which for any reason may be paid to Mortgagor after notice is given that payment shall thereafter be made to Mortgagee, such amounts shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Mortgagee.

(d) Should any person now or hereafter purchasing or taking oil, gas, other hydrocarbons or other minerals attributed to the Mortgaged Properties fail promptly to pay the Proceeds of Runs to the Mortgagee after receiving notice to pay the Proceeds of Runs to the Mortgagee, the Mortgagee shall have the right to make, or to require Mortgagor to make a change of connection (but only to the extent that the Mortgagor may legally make a change of connection and the costs of making a new connection are not unreasonable) and shall have the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in

connection therewith, so long as ordinary care is used in making such designation, and Mortgagor agrees to pay to the Mortgagee, on demand in writing therefor from the Mortgagee, the amount of any Proceeds of Runs not promptly paid to the Mortgagee by any person having responsibility for payment thereof.

(e) Mortgagee and its successors and assigns are hereby absolved from all liability for failure to enforce collection of the Proceeds of Runs and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold harmless Mortgagee against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that it received either before or after payment in full of the Indebtedness, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons. Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and if not furnished with indemnity satisfactory to it, shall have the right to compromise and adjust any such claims, actions and judgments. In addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Mortgagee pursuant to the provisions of this paragraph shall be additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from date of expenditure until paid at the same annual rate stated in the Credit Agreement (unless collection of interest from Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law).

(f) Nothing herein contained shall detract from or limit the absolute obligation of Mortgagor to make prompt payment of all the Obligations and of all other Indebtedness when and as the same is due, regardless of whether the Proceeds of Runs herein assigned are sufficient to pay the same. The rights under this assignment shall be in addition to all other security of any and every character now or hereafter existing to secure the payment of the Obligations and all other Indebtedness.

15. Security Agreement and Financing Statement. This Mortgage shall constitute a security agreement with respect to personal property and fixtures in which Mortgagee has been granted a security interest hereby, and shall also constitute a Financing Statement pursuant to the Uniform Commercial Code to be filed in the real estate records of the respective counties in which the Mortgaged Properties are located. Mortgagor authorizes Mortgagee to file from time to time where permitted by law, such financing statements against collateral described as "all assets" or describing specific items of collateral as Mortgagee deems necessary or useful to perfect the security interest granted in this Mortgage. Mortgagor will from time to time, at the request of Mortgagee, execute any and all additional documents in a form satisfactory to Mortgagee which Mortgagee may consider necessary or appropriate to perfect its security interest.

16. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) Mortgagor shall fail to duly and punctually pay any installment of the Obligations or any other Indebtedness when due and payable, after expiration of any applicable cure period.

(b) Any representation or warranty made by Mortgagor herein shall prove to have been inaccurate in any material respect on or as of the date made or deemed made.

(c) Mortgagor shall fail to pay over to Mortgagee within 5 business days after receipt of written demand therefor any proceeds of the sale of the oil, gas, other hydrocarbons and other minerals produced, saved or sold from or allocated to the Mortgaged Properties which are paid to Mortgagor rather than the Mortgagee as provided in paragraph 14 hereof (after Mortgagee has redirected payment thereof pursuant to paragraph 14(b), or Mortgagor shall fail duly to perform or observe any other covenant or agreement set forth in paragraph 14 hereof.

(d) Mortgagor shall fail duly to perform or observe any of the covenants or agreements contained in this Mortgage (other than as provided in subparagraphs (a), (b) and (c) of this paragraph 16) and such failure shall continue for 30 days after there has been given, by certified mail to Mortgagor by the Mortgagee, a written notice specifying such default or breach and requiring it to be remedied.

(e) Mortgagor shall sell or convey the Mortgaged Properties or any part thereof or any interest therein without obtaining in each instance the prior written consent of Mortgagee.

(f) (i) Mortgagor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Mortgagor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Mortgagor any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against Mortgagor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Mortgagor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii)

above; or (v) Mortgagor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(g) An Event of Default shall occur under the Credit Agreement.

17. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and during the continuance thereof, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

(a) Mortgagee may, by written notice to Mortgagor, declare immediately due and payable all unmatured Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand; and

(b) Without limiting in any way the rights of the Mortgagee under paragraph 14 hereof, Mortgagee shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Properties, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the state in which the Mortgaged Properties in question are located. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor (in the manner specified in paragraph 20) at least 10 calendar days prior to the date of intended disposition;

(c) Mortgagee may, prior or subsequent to institution of any foreclosure proceedings, enter upon the Mortgaged Properties, or any part thereof, and exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession and operation of the Mortgaged Properties. All costs, expenses and liabilities of every character incurred by Mortgagee in managing, operating and maintaining such properties shall become additional Indebtedness of Mortgagor secured by the Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable and shall bear interest from date of expenditure until paid at the same annual rate stated in the Credit Agreement, including the rate payable on occurrence of or Event Default (unless collection of interest from Mortgagor at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from Mortgagor under applicable law); and

(d) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or by advertisement under the power of sale, pursuant to the laws of the State of Wyoming, in such case made and provided, power being expressly granted to sell the Mortgaged Properties at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees the Mortgagor agrees to pay. Mortgagee shall be entitled to bid at any sale and the Mortgagee shall have the right to credit upon the amount of the bid made therefore, to the extent necessary to

satisfy such bid, the Indebtedness secured hereby owing to the Mortgagee. In connection with any such foreclosure, the Mortgagor waives all rights of appraisal.

(e) Mortgagee may request, and Mortgagor agrees that Mortgagee shall as a matter of right be entitled to, the appointment of a receiver or receivers for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale of the Mortgaged Properties or otherwise, and Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by the Mortgagee; provided, however, that the appointment of any receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of Proceeds of Runs as herein provided.

18. Forbearance Not A Waiver; Rights and Remedies Cumulative. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provision of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of any Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. Mortgagee's taking action pursuant to paragraph 12 hereof or receiving proceeds, awards or damages pursuant to paragraphs 8 or 13 hereof shall not impair any right or remedy available to Mortgagee under paragraphs 14 and 17 hereof. Acceleration of maturity of the Obligations, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Obligations, unless otherwise provided by law.

19. Successors and Assigns Bound; Number; Gender; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, successors and assigns of Mortgagee and Mortgagor, but any assignment by Mortgagor is subject to paragraph 16(e) hereof. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provision hereof.

20. Notice. Any notice from Mortgagee to Mortgagor or from the Mortgagor to the Mortgagee under this Mortgage shall be deemed to have been given by Mortgagee or the Mortgagor and received by Mortgagor or the Mortgagee, as the case may be, when mailed by certified mail to the following addresses:

If to Mortgagor:

Williams Production RMT Company
One Williams Center
Tulsa, Oklahoma 74172

If to Mortgagee:

Lehman Commercial Paper, Inc.
745 Seventh Avenue
New York, New York 10019

or at such other addresses as the Mortgagor or the Mortgagee may designate in writing to the other party.

21. Governing Law; Severability. This Mortgage shall be governed by the substantive laws of the state in which the Mortgaged Properties in question are located. In the event that any provision or cause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

22. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Waiver of Marshalling. Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Properties and on the Proceeds of Runs and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

IN WITNESS WHEREOF, the Mortgagor has caused the Mortgage to be duly executed as of the day and year first above written.

WILLIAMS PRODUCTION RMT COMPANY

By _____
Name Joseph H. Jaggers III
Title Vice President

This instrument was drafted by:

LeBoeuf, Lamb, Greene & MacRae, L.L.P.
633 Seventeenth Street, Suite 2000
Denver, Colorado 80202

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

On this 29th day of July, 2002, before me personally appeared Joseph N. Fergason III known by me to be the Vice President of Williams Production RMT Company, a Delaware corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

ALISON BENDER
NOTARY PUBLIC
STATE OF COLORADO

Alison Bender
Notary Public

Residing at: 1626 S. Defiance St. #A2
Lakewood, CO 80228

My Commission Expires: 1/2/06

EXHIBIT A

LEASES AND OTHER MINERAL INTERESTS, FEE INTERESTS, EASEMENTS, RIGHTS OF WAY, AND SURFACE ACCESS AGREEMENTS

EXHIBIT "A"
GREEN RIVER BASIN

COUNTY: Sublette
STATE: Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BK	PG	ENTRY
107807	STATE OF WY TUP 0234	WOLD OIL	4/1/2001	T29N R114W			
				SEC. 17: SW/4SE/4			
108968	LUCE RANCHES LTD PARTNERSHIP	WILLIAMS PRODUCTION RMT CO	11/20/2001	T30N R114W			
				SEC. 33: N/A			
108969	67 FAMILY LTD PARTNERSHIP	WILLIAMS PRODUCTION RMT CO	11/20/2001	T30N R114W			
				SEC. 33: N/A			
108970	JOHN L TANNER	WILLIAMS PRODUCTION RMT CO	11/20/2001	T30N R114W			
				SEC. 33: N/A			
2449	USA WYW 136852	BASELINE MINERALS	7/1/1995	T29N R114W			
				SEC 1 LOTS 1(30.72), 2(30.32), 3(29.98),			
				4(29.63),			
				S/2NW/4, N/2SW/4			
				SEC 2 LOTS 1(29.43), 4(28.61), SE/4NE/4,			
				SW/4NW/4, NE/4SE/4			
				SEC 11 SW/4NE/4, W/2, SE/4			
				SEC 12 NW/4SW/4, S/2S/2			
				SEC 13 ALL			
				SEC 14 ALL			
2450	USA WYW 136855	BASELINE MINERALS	7/1/1995	T30N R114W			
				SEC 6 LOTS 1(39.95), 2(39.96), 3(39.98),			
				4(39.21), 5(39.07),			
				6(38.91), 7(38.76), S/2NE/4,			
				SE/4NW/4, E/2SW/4, SE/4			
				SEC 7 E/2SW/4, N/2SE/4			
				SEC 17 SW/4			
				SEC 19 SW/4NE/4, NW/4SE/4			
				SEC 20 N/2SW/4			
				SEC 22 S/2			
				SEC 23 S/2SW/4, SW/4SE/4			
				SEC 27 N/2N/2			
				SEC 30 LOTS 3(40.22), 4(40.37), SE/4NE/4,			
				E/2SW/4			
2451	USA WYW 136857	BASELINE MINERALS	7/1/1995	T30N R114W			
				SEC 27 S/2N/2, N/2SW/4, SE/4			
2452	USA WYW 128718	R.K. O'CONNELL	3/1/1993	T30N R114W			
				SEC 31 E/2NE/4, NE/4SE/4			
2453	USA WYW 78476	PETE J KITHAS	3/1/1975	T29N R114W			
				SEC. 9: N/2			
				BELOW THE BASE OF THE DAKOTA FORMATION (9,340 FEET)			
2453	USA WYW 78476	PETE J KITHAS	3/1/1975	T29N R114W			
				SEC. 9: N/2			
				SURFACE TO BASE OF THE DAKOTA FORMATION (9,340 FEET)			
2455	USA WYW 60621	PATRICIA R PFENNING	4/1/1976	T29N R114W			
				SEC. 21: N/2NW/4, SW/4NW/4, NW/4NE/4			
				BELOW THE BASE OF THE DAKOTA FORMATION (9,340 FEET)			
2455	USA WYW 60621	PATRICIA R PFENNING	4/1/1976	T29N R114W			
				SEC. 21: N/2NW/4, SW/4NW/4, NW/4NE/4			
				FROM THE SURFACE TO THE BASE OF THE DAKOTA FORMATION (9,340 FEET)			
2455	USA WYW 60621	PATRICIA R PFENNING	4/1/1976	TOWNSHIP 29 NORTH, RANGE 114 WEST			
				SEC. 21: SE/4NW/4, E/2NE/4, SW/4NE/4, S/2			
				SEC. 28: ALL			
				BELOW THE BASE OF THE DAKOTA FORMATION (9,340 FEET)			

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LEASE NO.	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BK	PG	ENTRY
2455	USA WYW 60621	PATRICIA R PFENNING	4/1/1976	T29N R114W			
				SEC. 21: SE/4NW/4, E/2NE/4, SW/4NE/4, S/2			
				SEC. 28: ALL			
				FROM THE SURFACE TO THE BASE OF THE DAKOTA FORMATION (9,340 FEET)			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC 5: LOT 4(19.49)			
				SEC 6: LOTS 1(19.64), 2(19.99), S/2NE/4, SE/4			
				SEC 7: E/2			
				SEC 18: SE/4			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC. 9: SE/4SE/4			
				BELOW A DEPTH OF 9,340 FEET			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC 9: SE/4SE/4			
				FROM THE SURFACE TO A DEPTH OF 9340 FEET			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC. 17: S/2			
				BELOW A DEPTH OF 9,340 FEET			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC 17: S/2			
				FROM THE SURFACE TO A DEPTH OF 9,340 FEET			
2456	USA WYW 60620	ESTELLE C HAEFELE	4/1/1976	T29N R114W			
				SEC. 17: N/2			
2469	USA WYW 59398	MAURICE W BROWN	8/1/1977	T29N R114W	102	330	
				SEC. 18: NE/4			
2469	USA WYW 59398	MAURICE W BROWN	8/1/1977	T29N R114W	102	330	
				SEC. 20: ALL (SURFACE TO BASE OF DAKOTA FORMATION)			
2469	USA WYW 59398	MAURICE W BROWN	8/1/1977	T29N R114W	102	330	
				SEC. 20: ALL (BELOW THE BASE OF THE DAKOTA FORMATION)			
2479	STATE OF WY 76-342	CHINOOK ROUSTABOUT SERVICE INC	5/2/1976	T29N R114W	72	772	
				SEC. 16: E/2SW/4, SE/4, N/2			
				FROM THE SURFACE TO 8,206 FEET			
2479	STATE OF WY 76-342	CHINOOK ROUSTABOUT SERVICE INC	5/2/1976	T29N R114W	72	772	
				SEC. 16: W/2SW/4			
				FROM THE SURFACE TO A DEPTH OF 8,206 FEET			
2479	STATE OF WY 76-342	CHINOOK ROUSTABOUT SERVICE INC	5/2/1976	T29N R114W	72	772	
				SEC. 16: ALL			
				FROM A DEPTH OF 8,206 FEET TO A DEPTH OF 9,340 FEET			
2479	STATE OF WY 76-342	CHINOOK ROUSTABOUT SERVICE INC	5/2/1976	T29N R114W	72	772	
				SEC. 16: ALL			
				BELOW A DEPTH OF 9,340 FEET			
2738	USA WYW 62803	WISE GARY L	11/1/1978	T29N R114W			
				SEC. 6: LOTS 6(31.03), 7(31.06), SE/4NW/4, E/2SW/4			
				SEC. 7: LOTS 1(31.14), 2(31.28), 3(31.40), 4(31.54), E/2W/2			
				SEC. 18: LOTS 1(31.66), 2(31.80), 3(31.92), 4(32.06), E/2W/2			
2738	USA WYW 62803	WISE GARY L	11/1/1978	T29N R114W			
				SEC. 6: LOTS 3, 4, 5			
				SEC. 26: E/2, E/2NW/4, SW/4NW/4, SW/4			
2746	USA WYW 69874	LYKES J T JR	1/1/1980	T30N R114W			
				SEC. 31: SE/4SE/4			
2747	USA WYW 49634	JOHN A YATES	4/1/1975	T29N R114W			
				SEC. 8: ALL			
				FROM THE SURFACE OF THE EARTH TO A DEPTH OF 16,000 FEET AS			

LEASE NO.	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BK	PG	ENTRY
				REACHED IN THE RILEY RIDGE NO. 8-24 WELL			
2748	USA WYW 67196	CARRAS GUS	4/1/1979	T29N R115W			
				SEC. 1: S/2SE/4, NE/4SE/4			
2748	USA WYW 67196	CARRAS GUS	4/1/1979	T29N R115W			
				SEC. 1: N/2, SW/4, NW/4SE/4			
				SEC. 2: ALL			
				SEC. 11: E/2, E/2W/2			
3450	USA WYW 78475	JOANNE PRITCHETT	6/1/1974	T29N R114W			
				SEC. 10: SW/4			
3450	USA WYW 78475	JOANNE PRITCHETT	6/1/1974	T29N R114W			
				SEC. 10: SE/4, NW/4, S/2NE/4, NW/4NE/4			
				SEC. 15: N/2NE/4, SW/4NE/4			
3450	USA WYW 78475	JOANNE PRITCHETT	6/1/1974	T29N R114W			
				SEC. 10: NE/4NE/4			
				SEC. 15: SE/4NE/4, SE/4			
3676	ST OF WY TEMP USE PMT 0163	WOLD OIL	11/1/1995	TEMPORARY USE PERMIT 0163			
				ACCESS ROAD TO GAS WELLS IN THE SOUTHERN PORTION OF THE RILEY RIDGE UNIT			
				T29N R113W			
				SEC 16: N/2N/2S/2			
3791	TANNER, JOHN	WOLVERINE EXPLORATION CO	11/30/1987	RIGHT OF WAY			
				T30N-R114W			
				SEC 33: SW/4SW/4			
3793	FLYING W LAND & LIVESTOCK	AMERICAN QUASAR PETROLEUM CO	11/15/1981	RIGHT OF WAY			
				T29N R114W			
				SEC 2: ALL			
				SEC 3: ALL			
				T29N R113W			
				SEC 10: ALL			
				SEC 11: ALL			
3794	BUDD & SONS LAND COMPANY	AMERICAN QUASAR PETROLEUM CO	11/16/1981	RIGHT OF WAY			
				T29N R113W			
				SEC 3: SW/4, SW/4SE/4, N/2SE/4			
				SEC 4: NW/4, W/2NE/4, NE/4SW/4, N/2SE/4			
				SEC 5: NW/4NW/4			
				SEC 6: N/2NE/4, N/2NW/4			
				T30N R113W			
				SEC 29: NW/4NW/4, SW/4, SW/4SE/4			
				SEC 30: S/2SW/4, E/2SE/4, E/2NE/4			
				SEC 31: ALL			
				SEC 32: ALL			
				SEC 33: S/2NW/4, SW/4, SE/4			
				T29N R114W			
				SEC 1: NW/4, N/2SW/4, N/2NE/4			
				SEC 2: W/2NW/4, N/2SE/4, NE/4			
				SEC 3: NW/4, SW/4, S/2SE/4, NE/4			
				SEC 4: NW/4, SE/4, NE/4			
				SEC 8: N/2SE/4			
				SEC 9: E/2NW/4, SW/4NW/4, N/2SW/4, SE/4SW/4, SE/4, NE/4			
				SEC 10: ALL			
				SEC 15: ALL			
				SEC 22: N/2NW/4, N/2NE/4			
				T30N R114W			
				SEC 22: W/2SE/4			

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LEASE NO.	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BK	PG	ENTRY
				SEC 23: NE/4NE/4			
				SEC 24: NW/4NW/4, S/2NW/4, SW/4			
				SEC 27: S/2NW/4, N/2SE/4, NE/4			
3794	BUDD & SONS LAND COMPANY	AMERICAN QUASAR PETROLEUM CO	11/16/1981	RIGHT OF WAY			
				T29N R114W			
				SEC 15: S/2			
				SEC 22: N/2N/2			
3794	BUDD & SONS LAND COMPANY	AMERICAN QUASAR PETROLEUM CO	11/16/1981	RIGHT OF WAY			
				T29N R114W			
				SEC 10: SW/4SW/4			
6252	USA WYW 38887	HOWELL SPEAR	4/1/1973	T29N R114W			
				SEC. 4: LOT 4(21.05), S/2NE/4, SW/4NW/4, S/2			
				SEC. 5: LOTS 1(20.60), 2(19.81), 3(19.44), S/2N/2, S/2			
WY5040A014	USA WYW 135131	CENEX INC	1/3/1995	T28N R110W			
				SEC 1 LOTS 1-4, S/2			
				SEC 12 SE/4			
				SEC 13 E/2			
				SEC 24 ALL			
				SEC 25 N/2			
				SURFA DEPTH (799.60)			

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[redacted] [redacted] [redacted]

EXHIBIT B

WELL BORES

212

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

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of June, 2002, by and between Berco Resources, L.L.C., whose post office address is 1200 17th Street, Suite 600, Denver, CO 80202, hereinafter called Lessor (whether one or more) and Berco Resources, L.L.C. ,whose post office address is 1200 17th Street, Suite 600, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County

of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West
Section 3: LOT 1(38.58)
Section 22: S/2SE/4, NE/4SW/4, S/2SW/4
Section 27: N/2NE/4

Township 31 North, Range 112 West
Section 34: SE/4NE/4, E/2SE/4
Section 35: SW/4

291919

RECORDED July 31 2002 4:10PM
IN BOOK 122 OG PAGE 912
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathe

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 598.58 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of four (4) 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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall fifteen percent (15%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by Lessee and a gas purchaser for such term and under such conditions as are customary in the industry 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 fifteen percent (15%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate the lease.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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.

Berco Resources, LLC

By: _____

William S. Bergner, President

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF _____ }
}SS
COUNTY OF _____ }

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 person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

_____
Notary Public
Address

ACKNOWLEDGMENT-CORPORATE

STATE OF COLORADO }
}SS
COUNTY OF DENVER }

On this 22nd day of July, A.D. 2002, before me personally appeared William S. Bergner who, being by me duly sworn, did say that he is the President of Berco Resources, LLC and that said instrument was signed in behalf of said Limited Liability Company.

Witness my hand and seal this 22nd day of July, A.D. 2002.

My Commission Expires: July 13, 2006

Kelly D. Byrd
Notary Public
Address

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

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

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of June, 2002, by and between Berco Resources, L.L.C., whose post office address is 1200 17th Street, Suite 600, Denver, CO 80202, hereinafter called Lessor (whether one or more) and Berco Resources, L.L.C. ,whose post office address is 1200 17th Street, Suite 600, 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
Section 28: Lots 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4

291920

RECORDED July 31 2002 4:00
IN BOOK 122 O+G PAGE 214
FEES $11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By

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 349.03 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of four (4) 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 fifteen percent (15%) 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 fifteen percent (15%) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by Lessee and a gas purchaser for such term and under such conditions as are customary in the industry at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. Lessor and Lessee agree that costs that are customary in the area which are incurred by Lessee in gathering, compressing, dehydrating, and transporting gas to a pipeline or processing plant may be deducted from the royalty paid to Lessor.

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

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate the lease.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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.

Berco Resources, LLC

By: _____

William S. Bergner, President

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF _____ }
}SS
COUNTY OF _____ }

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 person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:_____

_____
Notary Public
Address

ACKNOWLEDGMENT-CORPORATE

STATE OF COLORADO }
}SS
COUNTY OF DENVER }

On this 22nd day of July, A.D. 2002, before me personally appeared William S. Bergner who, being by me duly sworn, did say that he is the President of Berco Resources, LLC and that said instrument was signed in behalf of said Limited Liability Company.

Witness my hand and seal this 22nd day of July, A.D. 2002.

My Commission Expires: July 13, 2006

Kelly D. Byrd
Notary Public

Address

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

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ASSIGNMENT OF OIL AND GAS LEASES

WHEREAS, the undersigned, DONALD B. ANDERSON LTD., whose address is 6300 South Syracuse Way, Suite 470, Englewood, Colorado 80111, hereinafter referred to as " ASSIGNOR", for and in consideration of One Dollar (1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BERCO RESOURCES, LLC
One Tabor Center, Suite 600
1200 17th Street
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE", an undivided Seventy Percent (70%) of ASSIGNOR'S interest in the Oil and Gas Leases and lands listed on Exhibit "A" located in Sublette County, Wyoming more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest and overriding royalty interest burdening the respective interest of the ASSIGNOR, excepting and reserving unto ASSIGNOR an overriding royalty interest equal to the difference between the existing burdens (royalty interest and overriding royalty interest) depicted on Exhibit "A" and Seventeen and One-Half Percent (17.50%) proportionately reduced to the undivided interest conveyed herein (hereinafter referred to as the "Reserved Overriding Royalty Interest").

This Assignment is made under the following terms and conditions:

1. This Assignment shall be effective as of July 1, 2002, at 7:00 a.m., regardless of the date of execution.

2. ASSIGNOR represents that it owns the interests depicted on Exhibit "A" and which an undivided interest is hereby conveyed. Assignor represents that all the rights and interests hereby conveyed are free and clear of all or any production payments, oil payments, carried interests, and any other interest other than those disclosed on Exhibit "A" and free and clear of any liens, charges and encumbrances created by and through ASSIGNOR, that ASSIGNOR has not otherwise conveyed, by, through or under itself, an interest herein assigned, and that ASSIGNOR has the right to make this assignment.

3. It is understood and agreed between ASSIGNOR and ASSIGNEE that this assignment will vest title in ASSIGNEE of 70% of all working interests, net revenue interests and overriding royalty interests owned by ASSIGNOR in said leases and lands on Exhibit "A" attached hereto, excepting the Reserved Overriding Royalty Interest described above.

4. ASSIGNOR will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things as may be necessary more fully to assure ASSIGNEE or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

5. This Assignment of Oil and Gas Leases is made subject to the terms and conditions of that certain Pooling and Cross Assignment Letter Agreement, dated July 2, 2002, by and between the Parties.

291921

RECORDED July 31 2002 4:10 PM
IN BOOK 122 Q+G PAGE 216
FEES $ 17.00 CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, THIS Assignment is executed this 24th day of July, 2002.

ASSIGNOR:

DONALD B. ANDERSON LTD.

By Linnea C. Hill
Linnea C. Hill, Attorney-in-Fact

ASSIGNEE:

BERCO RESOURCES, LLC

By Timothy R. Morris
Timothy R. Morris
Vice President - Land

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on this 24 day of July, 2002, by Linnea C. Hill, Attorney-in-Fact for DONALD B. ANDERSON LTD.

My Commission Expires:

6/24/2006

Cheryl L. Robacker
Notary Public
State of Colorado

CHERYL L. ROBACKER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/24/2006

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this 25th day of July, 2002, by Timothy R. Morris, Vice President - Land for BERCO RESOURCES, LLC.

My Commission Expires:

11-8-02

Shaun A. Moxcey
Notary Public
State of Colorado

SHAUN A. MOXCEY NOTARY PUBLIC STATE OF COLORADO

Exhibit "A"
Attached to and made a part of that Assignment of Oil and Gas Leases dated July 24, 2002,
from Donald B. Anderson Ltd. to Berco Resources, LLC

AOC Lease No.:	00117-U-0500
Lessor:	United States of America Federal Lease No. WYW-132054
Lessee:	Windward Limited Liability Company
Lease Date/Effective Date:	April 1, 1994
Royalty Interest:	12.5%
Overriding Royalty Interest:	5.0%
Gross Acres:	79.92
Recording Data:	
Description:	Insofar and only insofar as the following described lands: TOWNSHIP 29 NORTH, RANGE 111 WEST Section 17: Tracts 37 (2.50 acres), 38 (3.00 acres), 39 (2.29 acres), 40 (2.19 acres), 44 (2.44 acres), 45 (2.50 acres), 46 (1.10 acres), 47 (1.40 acres), 48 (2.50 acres), 49 (2.50 acres), 50 (2.90 acres), 51 (2.50 acres), 52 (2.50 acres), 55 (2.50 acres), 56 (2.50 acres), 57 (2.50 acres), 58 (2.10 acres), SE/4 SW/4 Sublette County, Wyoming

AOC Lease No.:	00075-U-9111
Lessor:	United States of America Federal Lease No. WYW-136333
Lessee:	Donald B. Anderson Ltd.
Lease Date/Effective Date:	May 1, 1995
Royalty Interest:	12.5%
Overriding Royalty Interest:	5.0%
Gross Acres:	239.41
Recording Data:	
Description:	TOWNSHIP 29 NORTH, RANGE 111 WEST Section 18: Lots 3 (39.69 acres), 4 (39.69 acres), E/2 SW/4, SW/4 SE/4, Tracts 41 (2.50 acres), 42 (1.51 acres), 43 (0.99 acres), 53 (2.50 acres), 54 (2.50 acres), 59 (30.03 acres) Sublette County, Wyoming

AOC Lease No.:	00075-U-9112
Lessor:	United States of America Federal Lease No. WYW-136334
Lessee:	Donald B. Anderson Ltd.
Lease Date/Effective Date:	May 1, 1995
Royalty Interest:	12.5%
Overriding Royalty Interest:	5.0%
Gross Acres:	360.00
Recording Data:	
Description:	TOWNSHIP 29 NORTH, RANGE 111 WEST Section 20: W/2, SW/4 SE/4 Sublette County, Wyoming

AOC Lease No.:	00075-U-9080
Lessor:	United States of America Federal Lease No. WYW-130739
Lessee:	Donald B. Anderson Ltd.
Lease Date/Effective Date:	December 1, 1993
Royalty Interest:	12.5%
Overriding Royalty Interest:	5.0%
Gross Acres:	40.00
Recording Data:	
Description:	TOWNSHIP 29 NORTH, RANGE 112 WEST Section 11: SW/4 SW/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

AOC Lease No.:	00127-U-0100
Lessor:	United States of America Federal Lease No. WYW-144147
Lessee:	Donald B. Anderson Ltd.
Lease Date/Effective Date:	February 1, 1998
Royalty Interest:	12.5%
Overriding Royalty Interest:	4.0%
Gross Acres:	440.00
Recording Data:	
Description:	TOWNSHIP 29 NORTH, RANGE 112 WEST Section 14: W/2 NW/4, SE/4 NW/4, S/2 Sublette County, Wyoming

AOC Lease No.:	00127-F-01AC
Lessor:	Thomas A. Gilbertson
Lessee:	Donald B. Anderson Ltd.
Lease Date/Effective Date:	April 24, 2001
Royalty Interest:	15.0%
Gross Acres:	685.45
Recording Data:	Book 119, Page 34
Description:	TOWNSHIP 29 NORTH, RANGE 112 WEST Section 11: SW/4 NW/4, NW/4 SW/4, SE/4 SW/4, S/2 SE/4 (less 32.386 acre tract and 2.168 acre tract as more particularly described in the lease) Section 12: S/2 SW/4, SW/4 SE/4 Section 13: W/2 NE/4, NW/4, N/2 SW/4 Section 14: N/2 NE/4 Sublette County, Wyoming

ASSIGNMENT OF NOTES AND LIENS, ASSUMPTION, FIRST AMENDMENT TO DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND PARTIAL RELEASE

This ASSIGNMENT OF NOTES AND LIENS, ASSUMPTION, FIRST AMENDMENT TO DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND PARTIAL RELEASE, dated as of July 26, 2002 (this "Instrument"), is made by and among U.S. BANK NATIONAL ASSOCIATION ("Assignor"), FLEET NATIONAL BANK, individually and as Administrative Agent for the Lenders under the Credit Agreement ("Assignee"), ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware limited liability company ("Tranche A Borrower" or "Mortgagor"), RANCH PIPELINE LLC, a Delaware limited liability company ("Tranche B Borrower"; Tranche A Borrower and Tranche B Borrower, each an "Original Borrower" and collectively, "Original Borrowers"), and PACIFIC ENERGY GROUP LLC, a Delaware limited liability company ("Borrower").

RECITALS:

WHEREAS, Original Borrowers, Assignor, individually and as Administrative Agent, and the lenders named therein entered into that certain Credit Agreement dated as of March 1, 2002 (such Credit Agreement, as heretofore supplemented or amended, the "Original Credit Agreement"), providing for, among other things, loans in the maximum principal amount of $87,000,000 to be made by Assignor to Original Borrowers thereunder; and

WHEREAS, the loans made pursuant to the Original Credit Agreement are evidenced by those certain Promissory Notes dated March 1, 2002, made by Tranche A Borrower and Tranche B Borrower payable to the order of Assignor in the original principal amounts of $75,000,000 and $12,000,000 respectively and maturing on December 31, 2002 (such Promissory Notes, collectively the "Original Notes"); and

WHEREAS, the payment of the Original Notes and the performance of all obligations of Original Borrowers under the Original Credit Agreement are secured by certain security documents and financing statements as described therein (as heretofore supplemented or amended, collectively the "Security Documents"), including without limitation the security documents listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, in connection with the Original Notes and the Original Credit Agreement, Assignor has received or otherwise benefited by the various other Loan Documents (as defined in the Original Credit Agreement and referred to herein as "Original Loan Documents"); and

291970

RECORDED Aug. 5 2002 8:15a
IN BOOK 129 OR6 PAGE 220
FEES $ 181.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

WHEREAS, Original Borrowers have requested that Assignor assign its rights and interests in, to and under the Original Credit Agreement, the Original Notes and the other Original Loan Documents, including without limitation the Security Documents, to Assignee, and Assignee has agreed to purchase such rights and interests, all on the terms and conditions provided herein;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby act and agree as follows:

ARTICLE I. ASSIGNMENT OF ASSIGNED RIGHTS

Section 1.1. Assignment and Assumption of Assigned Rights; Conditions.

(a) Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration to Assignor paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, TRANSFER, CONVEY, ASSIGN, ENDORSE, SET OVER and DELIVER unto Assignee all of Assignor's right, title and interest in the following, SAVE AND EXCEPT the Reserved Obligations (as defined below):

(i) all indebtedness owing to Assignor under or pursuant to the Original Credit Agreement, the Original Notes and the other Original Loan Documents (collectively the "Assigned Indebtedness"); and

(ii) all liens, rights, titles, interests, privileges, claims, demands, equities, charges and security interests of Assignor existing under or as security for the Assigned Indebtedness, including without limitation, those existing under or pursuant to the Security Documents and all other mortgages, deeds of trust, security agreements, financing statements, assignments of proceeds, indentures of trusts, assignments, pledges and other documents or instruments securing the Assigned Indebtedness (excluding only any right of offset which Assignor may have by operation of law) (collectively the "Assigned Liens"); and

(iii) all other rights, benefits, remedies and privileges of Assignor under or pursuant to the Original Credit Agreement, the Original Notes, and the other Original Loan Documents;

provided, all indemnities in Assignor's favor being assigned hereunder, which would, by the terms of the Original Loan Documents, have otherwise survived this assignment, including without limitation the provisions of the Original Loan Documents listed in Section 1.2(a) hereof, shall in addition to being assigned hereunder also continue to inure to the benefit of Assignor as Reserved Obligations as set forth in Section 1.2 hereof.

TO HAVE AND TO HOLD the Assigned Indebtedness, the Assigned Liens, and all such other rights, benefits, remedies and privileges. The Assigned Indebtedness, the Assigned Liens, and all such other rights, benefits, remedies and privileges, collectively the "Assigned Rights".

(b) Assignee hereby accepts the foregoing assignment and assumes any and all obligations of Assignor to Assignee to make loans or otherwise extend credit in accordance with the terms of the Original Credit Agreement and the other Original Loan Documents.

(c) Original Borrowers hereby consent to the foregoing assignment and assumption. **ORIGINAL BORROWERS HEREBY RATIFY AND CONFIRM THE ASSIGNED INDEBTEDNESS, THE ASSIGNED LIENS, THE OTHER ASSIGNED RIGHTS, AND THE ORIGINAL LOAN DOCUMENTS.**

Section 1.2. Reserved Obligations.

(a) The "Reserved Obligations" are all obligations of Original Borrowers to Assignor or to any successor, assignee, officer, director, employee, representative, agent or affiliate of Assignor (for purposes of this Section 1.2, each an "Indemnified Party"):

(i) under Sections 3.3, 3.4, 3.6, 3.7, 3.8, or 10.4 of the Original Credit Agreement; or

(ii) under Sections 2.1(f) and 3.4 of the Security Documents listed on Schedule 1 hereto; or

(iii) otherwise to indemnify or hold harmless any Indemnified Party or reimburse any Indemnified Party for any costs or expenses incurred under or in connection with the Original Credit Agreement, the other Original Loan Documents or the transactions related thereto;

as though Assignor were continuing as an indemnified Lender Party (as defined in the Original Credit Agreement) thereunder and as to any actions taken or omitted to be taken by Assignor prior to the effectiveness hereof; provided, it is understood by each party hereto that such continuing rights of Assignor with respect to such indemnities shall not modify, impair or alter the rights of Assignee under the Original Loan Documents (including Assignee's indemnification rights under the provisions thereof listed in this Section 1.2(a)).

(b) The Reserved Obligations, are not included within the Assigned Indebtedness, the Assigned Liens, or the other rights, benefits, remedies and privileges which are assigned to Assignee pursuant hereto. **ORIGINAL BORROWERS HEREBY RATIFY AND CONFIRM THE RESERVED OBLIGATIONS, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OR DUTY TO INDEMNIFY ANY INDEMNIFIED PARTY AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE.**

(c) To the extent that the liens and security interests under any Security Documents have heretofore secured the Reserved Obligations, the parties hereto hereby agree that such liens and security interests shall no longer secure the Reserved Obligations, and that the Security Documents are hereby amended accordingly.

Section 1.3. Representations and Warranties of Assignor. The assignment made hereby by Assignor is made without recourse and without warranty or representation, expressed or implied, except that Assignor does warrant to Assignee that:

(a) Assignor is the owner and holder of the Original Notes and the Assigned Indebtedness, the Assigned Liens, and the other Assigned Rights and has good title thereto and full right, power and authority to transfer to Assignee all of the Assigned Indebtedness, the Assigned Liens and the other Assigned Rights, free of any lawful claim thereto by any person. Assignor has not made or consented to any agreement which subordinates any of the Assigned Indebtedness to any loans, notes or other indebtedness owed by Original Borrowers to any other person.

(b) As of the date hereof, the aggregate unpaid principal balance which is due and owing on the Original Notes is equal to $87,000,000 and the accrued and unpaid interest thereon is $37,541.09.

Section 1.4. Representation and Warranty of Assignee. Assignee hereby represents, warrants, acknowledges and admits to Assignor that Assignee has made an independent decision to enter into this Instrument, without reliance on any representation, warranty, covenant or undertaking by Assignor, whether written, oral or implicit, other than as expressly set out herein. Assignee hereby further represents and warrants that it is a national banking association and that it is not acquiring the Assigned Indebtedness and the Assigned Liens with a view to, or for sale in connection with, any distribution thereof within the meaning of the Securities Act of 1933, as amended (provided that the disposition of Assignee's property shall at all times be and remain within the control of Assignee).

Section 1.5. Representations and Warranties of Original Borrowers. Original Borrowers hereby represent, warrant, acknowledge and admit to Assignor and Assignee that, as of the date hereof:

(a) There are no offsets, defenses or counterclaims against the enforcement of the Assigned Indebtedness or the Assigned Liens or the other Assigned Rights, whether held by Assignor or Assignee, and the Assigned Indebtedness and the Assigned Liens and the other Assigned Rights are in full force and effect.

(b) The aggregate unpaid principal balance which is due and owing on the Original Notes is equal to $87,000,000, and the accrued and unpaid interest thereon is correctly described in Section 1.3(b) above.

(c) No release or subordination relating to the Assigned Liens has been executed. Neither Original Borrower has subordinated (or consented to the subordination of) the Assigned Indebtedness to any other indebtedness owing to any person.

(d) No Default or Event of Default (as defined in the Original Credit Agreement) has occurred and is continuing.

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(e) Original Borrowers have not entered into any amendments or modifications to the Original Credit Agreement, the Original Notes or any other Original Loan Document prior to the date hereof, and Original Borrowers have received no waivers (other than those which no longer remain in effect) with respect to any of the Original Loan Documents prior to the date hereof (other than that certain letter agreement dated March 1, 2002 between Original Borrowers and Assignor).

Section 1.6. Endorsement of Original Notes. Assignor agrees to promptly endorse the Original Notes: "Pay to the order of Fleet National Bank without recourse, representation or warranty except as expressly set forth in the Assignment of Notes and Liens dated as of July 26, 2002 among U.S. Bank National Association as assignor, Fleet National Bank as assignee, Rocky Mountain Pipeline System LLC and Ranch Pipeline LLC as original borrowers, and Pacific Energy Group LLC".

Section 1.7. Releases. To induce Assignor to sell, and Assignee to purchase, the Assigned Rights, and at the special insistence and request of Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Original Borrowers hereby fully release and discharge Assignor and its successors and assigns (including but not limited to Assignee) and their respective officers, directors, employees, representatives, agents and affiliates, from all claims, demands, causes of action, liabilities or other obligations of any kind whatsoever (INCLUDING, WITHOUT LIMITATION, OFFSETS, REDUCTIONS, REBATEMENTS OR CLAIMS OF USURY OR CLAIMS WITH RESPECT TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PERSON HEREBY INDEMNIFIED), whether known or unknown and whether now existing or hereafter asserted, to the extent that any such claims, demands, causes of action, liabilities or other obligations arise from or are related to events or circumstances occurring or existing on or before the date hereof and are in any way related to the Original Notes, the Original Credit Agreement, any other Original Loan Documents, or any of the transactions provided for thereby (including without limitation any actual or potential amendments thereto or any Reserved Obligation). The foregoing release and discharge shall be deemed to be effective immediately following the assignment and assumption effected by Article I hereof, and as part of the foregoing release, Original Borrowers hereby release Assignor from any of its obligations and commitments to make loans or otherwise extend credit under the Original Credit Agreement, provided that such release shall not impair the assumption by Assignee contained in Section 1.1(b) hereof.

Section 1.8. Continuing Indebtedness. The Assigned Indebtedness is continuing indebtedness, and nothing herein contained shall be construed to cause or deem any of the Assigned Indebtedness to be paid, or to release or terminate any of the Assigned Liens (or any other lien securing any of the Assigned Indebtedness).

Section 1.9. Additional Documents. Assignor will from time to time, at the reasonable request of Assignee and upon payment of Assignor's expenses execute and deliver to Assignee any documents which are necessary or desirable to carry out more effectively the purposes hereof, including without limitation, any financing statements or assignments, properly completed (and acknowledged when required).

ARTICLE II. ASSUMPTION OF ASSIGNED INDEBTEDNESS

WHEREAS, Borrower is the owner of all of the outstanding ownership interests in Original Borrowers; and

WHEREAS, Borrower desires to renew, extend and refinance the Assigned Indebtedness, and amend and restate the Original Credit Agreement as described in Article III below; and

WHEREAS, in order to induce Assignee to renew, extend and refinance the Assigned Indebtedness, Borrower must assume the Assigned Indebtedness;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby act and agree as follows:

Section 2.1. Assumption by Borrower of Assigned Indebtedness. Borrower hereby unconditionally assumes all of the Assigned Indebtedness, and agrees to be bound by the terms of the Original Notes as if the maker thereof. Borrower hereby ratifies and confirms the Assigned Indebtedness.

Section 2.2. Consent of Assignee and Original Borrowers. Assignee and Original Borrowers hereby consent to the assumption by Borrower of the Assigned Indebtedness; provided Original Borrowers acknowledge and agree that each shall continue to be jointly and severally liable with respect to such Assigned Indebtedness pursuant to the terms thereof.

Section 2.3. Original Borrowers' Guarantees. Pursuant to the Original Credit Agreement, each Original Borrower guaranteed the obligations of the other Original Borrower under the Original Notes and the Original Credit Agreement, and the parties hereto hereby confirm that such guarantees are not released, but are renewed, extended, and replaced in their entireties by the guarantees executed and delivered by the Original Borrowers of even date herewith in connection with the Credit Agreement described below.

ARTICLE III. AMENDMENT TO DEED OF TRUST AND MORTGAGE AND PARTIAL RELEASE

WHEREAS, in order to secure the Assigned Indebtedness and the obligations and indebtedness under the Original Credit Agreement, the Original Notes and the other Original Loan Documents, Mortgagor executed and delivered that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 (the "Deed of Trust") to U.S. Bank National Association, Agent ("Original Mortgagee") and three separate instruments, each entitled Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 to Original Mortgagee (such Deed of Trust and each such Mortgage, an "Original Mortgage" and collectively, the "Original Mortgages"), all as recorded as shown on Schedule 1 hereto; and

WHEREAS, pursuant to Article I hereof Original Mortgagee has assigned all of its right, title and interest under the Original Mortgages to Fleet National Bank, as Assignee ("Mortgagee"); and

WHEREAS, contemporaneously herewith the Assigned Indebtedness is being renewed, extended and refinanced, and the Original Credit Agreement is being restated and amended, pursuant to that certain Credit Agreement dated July 19, 2002 (the "Credit Agreement") among Borrower, Pacific Energy Partners, L.P., as guarantor, Assignee, as administrative agent, and the lenders named therein, Borrower is executing and delivering certain promissory notes (more particularly described in Section 3.1 below) (the "Notes"), which amend and restate and are in renewal and extension of the Original Notes as described in Section 1.3(b) of the Original Mortgages, and Mortgagor is executing and delivering a Guaranty dated July 26, 2002 (the "Guaranty") in favor of Assignee, individually and as administrative agent, for the benefit of the lenders under the Credit Agreement; and

WHEREAS, Mortgagor and Mortgagee desire to execute this Instrument (each of the Original Mortgages, as supplemented and amended hereby, a "Mortgage") in order to reflect of record such renewal, extension and refinancing of the Assigned Indebtedness, the amendment and restatement of the Original Credit Agreement pursuant to the Credit Agreement, the execution and delivery of the Notes thereunder, and the execution and delivery of the Guaranty, and in order to further secure payment of the secured indebtedness (as defined in the Mortgage).

NOW, THEREFORE, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained herein or in the Original Mortgage, and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

Section 3.1. Amendments to Original Mortgages.

(a) Section 1.3 of each Original Mortgage is hereby amended in its entirety to read as follows:

Section 1.3. Notes, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities:

(a) All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of that certain Credit Agreement dated as of July 19, 2002 among Pacific Energy Group LLC, a Delaware limited liability company, as Borrower ("Borrower"), Pacific Energy Partners, L.P., a Delaware limited partnership, as guarantor, and Fleet National Bank, in its capacity as Agent for the benefit of the lenders (herein collectively called "Lenders") under the Credit Agreement (such lenders currently are Fleet National Bank, U.S. Bank National Association, Fortis Capital Corporation, The Bank of Nova Scotia, BNP Paribas and Citicorp USA, Inc.), and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution

ARTICLE II. ASSUMPTION OF ASSIGNED INDEBTEDNESS

WHEREAS, Borrower is the owner of all of the outstanding ownership interests in Original Borrowers; and

WHEREAS, Borrower desires to renew, extend and refinance the Assigned Indebtedness, and amend and restate the Original Credit Agreement as described in Article III below; and

WHEREAS, in order to induce Assignee to renew, extend and refinance the Assigned Indebtedness, Borrower must assume the Assigned Indebtedness;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby act and agree as follows:

Section 2.1. Assumption by Borrower of Assigned Indebtedness. Borrower hereby unconditionally assumes all of the Assigned Indebtedness, and agrees to be bound by the terms of the Original Notes as if the maker thereof. Borrower hereby ratifies and confirms the Assigned Indebtedness.

Section 2.2. Consent of Assignee and Original Borrowers. Assignee and Original Borrowers hereby consent to the assumption by Borrower of the Assigned Indebtedness; provided Original Borrowers acknowledge and agree that each shall continue to be jointly and severally liable with respect to such Assigned Indebtedness pursuant to the terms thereof.

Section 2.3. Original Borrowers' Guarantees. Pursuant to the Original Credit Agreement, each Original Borrower guaranteed the obligations of the other Original Borrower under the Original Notes and the Original Credit Agreement, and the parties hereto hereby confirm that such guarantees are not released, but are renewed, extended, and replaced in their entireties by the guarantees executed and delivered by the Original Borrowers of even date herewith in connection with the Credit Agreement described below.

ARTICLE III. AMENDMENT TO DEED OF TRUST AND MORTGAGE AND PARTIAL RELEASE

WHEREAS, in order to secure the Assigned Indebtedness and the obligations and indebtedness under the Original Credit Agreement, the Original Notes and the other Original Loan Documents, Mortgagor executed and delivered that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 (the "Deed of Trust") to U.S. Bank National Association, Agent ("Original Mortgagee") and three separate instruments, each entitled Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 to Original Mortgagee (such Deed of Trust and each such Mortgage, an "Original Mortgage" and collectively, the "Original Mortgages"), all as recorded as shown on Schedule 1 hereto; and

WHEREAS, pursuant to Article I hereof Original Mortgagee has assigned all of its right, title and interest under the Original Mortgages to Fleet National Bank, as Assignee ("Mortgagee"); and

WHEREAS, contemporaneously herewith the Assigned Indebtedness is being renewed, extended and refinanced, and the Original Credit Agreement is being restated and amended, pursuant to that certain Credit Agreement dated July 19, 2002 (the "Credit Agreement") among Borrower, Pacific Energy Partners, L.P., as guarantor, Assignee, as administrative agent, and the lenders named therein, Borrower is executing and delivering certain promissory notes (more particularly described in Section 3.1 below) (the "Notes"), which amend and restate and are in renewal and extension of the Original Notes as described in Section 1.3(b) of the Original Mortgages, and Mortgagor is executing and delivering a Guaranty dated July 26, 2002 (the "Guaranty") in favor of Assignee, individually and as administrative agent, for the benefit of the lenders under the Credit Agreement; and

WHEREAS, Mortgagor and Mortgagee desire to execute this Instrument (each of the Original Mortgages, as supplemented and amended hereby, a "Mortgage") in order to reflect of record such renewal, extension and refinancing of the Assigned Indebtedness, the amendment and restatement of the Original Credit Agreement pursuant to the Credit Agreement, the execution and delivery of the Notes thereunder, and the execution and delivery of the Guaranty, and in order to further secure payment of the secured indebtedness (as defined in the Mortgage).

NOW, THEREFORE, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained herein or in the Original Mortgage, and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

Section 3.1. Amendments to Original Mortgages.

(a) Section 1.3 of each Original Mortgage is hereby amended in its entirety to read as follows:

Section 1.3. Notes, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities:

(a) All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of that certain Credit Agreement dated as of July 19, 2002 among Pacific Energy Group LLC, a Delaware limited liability company, as Borrower ("Borrower"), Pacific Energy Partners, L.P., a Delaware limited partnership, as guarantor, and Fleet National Bank, in its capacity as Agent for the benefit of the lenders (herein collectively called "Lenders") under the Credit Agreement (such lenders currently are Fleet National Bank, U.S. Bank National Association, Fortis Capital Corporation, The Bank of Nova Scotia, BNP Paribas and Citicorp USA, Inc.), and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution

(c) The first sentence of Section 2.1(b) of each Original Mortgage is hereby amended in its entirety to read as follows:

> (b) Leases and Contracts; Performance of Obligations. All material Contracts, Servitudes, Surface Leases and other agreements and leases forming a part of the Property are in full force and effect, and Mortgagor agrees to so maintain them in full force and effect, except where failure to so maintain could not reasonably be expected to have a material and adverse effect on Mortgagor's pipeline system, the operation thereof and income therefrom considered as a whole.

The last sentence of Section 2.1(b) of each Original Mortgage is hereby amended in its entirety ro read as follows:

> Mortgagor is not in default with respect to Mortgagor's obligations (and Mortgagor is not aware of any default by any third party with respect to such third party's obligations) under such Contracts, Servitudes, Surface Leases or other agreements or leases, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of any part of the Property, except for such defaults that in the aggregate could not reasonably be expected to have a material and adverse effect on Mortgagor's pipeline system, the operation thereof and income therefrom considered as a whole.

(d) The reference to "original policies" set forth in the second sentence of Section 2.1(g) of each Original Mortgage is hereby amended to refer instead to "original policies, if available".

(e) The reference to "$5,000,000" set forth in Section 2.1(d) of each Original Mortgage is hereby amended to refer instead to "$10,000,000".

(f) The parenthetical set forth in clause (ii) of Section 2.1(h) of each Original Mortgage is hereby amended in its entirety to read as follows:

> (including, without limitation, further mortgages, deeds of trust, security agreements, financing statements, continuation statements, and assignments of contract rights, general intangibles, and proceeds constituting Collateral)

(g) The parenthetical set forth in the second sentence of Section 2.1(i) of each Original Mortgage, and the reference to "at least thirty (30) days" set forth in such sentence, are hereby deleted.

(h) The reference to "occurrence of an 'Event of Default'" set forth in Section 4.1 of each Original Mortgage is hereby amended to refer instead to "occurrence and continuance of an 'Event of Default'".

(i) The reference to "**WILFUL MISCONDUCT AND BAD FAITH**" set forth in the fourth sentence of Section 4.3 of each Original Mortgage is hereby amended to refer instead to "**GROSS NEGLIGENCE, WILFUL MISCONDUCT OR BAD FAITH**".

(j) The last sentence of Section 5.3 of each Original Mortgage is hereby amended in its entirety to read as follows:

> Without limiting any other provision herein, Mortgagor hereby authorizes Agent to file, in any filing or recording office, one or more financing statements and any renewal or continuation statements thereof, describing the Property.

(k) Section 5.4 of each Original Mortgage is hereby amended in its entirety to read as follows:

> Section 5.4. [Intentionally Deleted]

(l) Section 5.14 of each Original Mortgage is hereby amended in its entirety to read as follows:

> Section 5.14. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be given as provided in the Credit Agreement.

(m) The reference to "Colorado" set forth in Section 5.27 of the Deed of Trust and in Section 5.25 of each Original Mortgage other than the Deed of Trust is hereby amended in its entirety to refer instead to "New York".

(n) The address of Mortgagor set forth on the signature page of each Original Mortgage is hereby amended in its entirety to read as set forth as "Mortgagor's Address" set forth on the signature page hereof.

Section 3.2. Partial Release. Mortgagee does hereby RELEASE and DISCHARGE the Property (as defined in each Original Mortgage) described in each Original Mortgage, SAVE AND EXCEPT the following Property as described in the following clauses A. through L. (as limited by the proviso immediately following such clause L) which is not being released and in which such Property Mortgagee expressly RESERVES AND RETAINS all rights, titles and interests therein:

> A. Those certain tracts of land, described in Exhibit A attached to each Original Mortgage, and those certain surface leases described in such Exhibit A (the "Surface Leases") and/or any other lands (other than the "Servitudes", as hereinafter defined) described in such Exhibit A (such tracts of land, the lands covered by the Surface Leases, and such other lands being herein collectively called the "Plant Sites"), together with all of Mortgagor's right, title and interest in and to all plants, compressors, tanks, tank batteries, injector stations, terminals, pumps, pipelines, plants, heaters, compressors, equipment and other fixtures, personal property and improvements (whether now owned or hereafter acquired by operation of law or otherwise) located on or under, or used in connection with, the Plant Sites or "Servitudes" (as hereinafter defined) or in any way related to the "Pipeline Systems" (as hereinafter defined) (the "Plant Facilities")

(the Plant Sites and the Plant Facilities are herein sometimes collectively called the "Plants");

B. The rights, interests and estates created under those certain servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights described in Exhibit A attached to each Original Mortgage, together with any amendments, renewals, extensions, supplements, modifications or other agreements related thereto, and further together with all of Mortgagor's right, title and interest in and to any other servitudes, easements, rights of way, privileges, prescriptions, franchises, licenses, permits and/or other rights (whether presently existing or hereafter created and whether now owned or hereafter acquired by operation of law or otherwise) used, held for use in connection with, or in any way related to the "Pipeline Systems" (as hereinafter defined), the Plants, and/or pipelines transporting crude oil or natural gas liquids to, from or between Pipeline Systems and/or the Plants (the rights, interests and estates described in this item B are herein collectively called the "Servitudes");

C. Without limitation of the foregoing, those certain pipeline systems described on Exhibit C attached to each Original Mortgage, and all of Mortgagor's right, title and interest in and to all pipes, valves, gauges, meters and other measuring equipment, regulators, heaters, extractors, tubing, pipelines, fuel lines, facilities, improvements, fittings, materials and other improvements, fixtures, equipment and/or personal property (whether now owned or hereafter acquired by operation of law or otherwise) located on or under the Servitudes, and/or in or on or otherwise related to the pipeline systems described on such Exhibit C (the properties, rights and interests described in this item C are herein collectively called the "Pipeline Systems");

D. All of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, fixtures, and other real and/or personal property (including without limitation all equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, metering stations, buildings, fittings, pipe, pipe connector, valves, regulators, drips, storage facilities, absorbers, heaters, dehydrators, and power, telephone and telegraph lines) located on or under, or which in any way relate to, the Plants, the Servitudes and/or the Pipeline Systems;

E. All of Mortgagor's right, title and interest, whether presently existing or hereafter created and whether now owned or hereafter acquired by operation of law or otherwise, in and to:

1. all purchase, sale, gathering, processing, transportation, storage and other contracts or agreements covering or otherwise relating to the ownership or operation of the Plants and/or the Pipeline Systems, and/or to the purchase, sale or transportation of crude oil, associated natural gas, natural gas liquids and/or other hydrocarbons, or to the separation, treatment, stabilization, dehydration and/or processing of the same;

2. all of Mortgagor's rights under or arising out of any agreement under which any of the Property, as hereinafter defined, was acquired, including without limitation any and all representations, warranties, or covenants and any and all rights of indemnity or to rebate of the purchase price; all equipment leases, maintenance agreements, electrical supply contracts, option agreements, and other contracts and/or agreements, whether now existing or hereafter entered into, which cover, affect, or otherwise relate to the Plants, and/or the Pipeline Systems, and/or any of the other Mortgaged Properties described above, or to the purchase, sale, transportation, gathering, separation, treatment, stabilization, dehydration, processing, delivery and/or redelivery of oil, associated natural gas, condensate, and other liquid or gaseous hydrocarbons transported, gathered, separated, treated, stabilized, dehydrated, processed, delivered and/or redelivered by or in the Plants and/or the Pipeline Systems;

(the contractual rights, contracts and other agreements described in this clause E are herein sometimes collectively called the "Contracts");

F. All of Mortgagor's right, title and interest, whether now owned or hereafter acquired by operation of law or otherwise, in and to all oil, natural gas, condensate, and other liquid and gaseous hydrocarbons and any products processed or otherwise obtained therefrom covered by or gathered, transported, delivered, purchased, separated, treated, stabilized, dehydrated, processed or sold pursuant to the Contracts;

G. All of Mortgagor's rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties (such properties, rights and interests described in the foregoing clauses A. through G., the "Mortgaged Properties")

H. to the extent a security interest may be created therein, the Mortgaged Properties;

I. all equipment, improvements, fixtures, accessions, goods and other personal property or movable property of whatever nature held in connection with the ownership or operation of the Mortgaged Properties or the treating, handling, separation, stabilization, storing, processing, heating, transporting, gathering or marketing of crude oil, natural gas or other liquid or gaseous products (hereinafter called "Products") and all licenses and permits of whatever nature which are in each case necessary, desirable or useful in connection with the ownership or operation of the Mortgaged Properties, and all renewals or replacements of the foregoing or substitutions for the foregoing;

J. all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof), which are necessary, desirable or useful in connection with the ownership or operation of the Mortgaged Properties;

K. all engineering, accounting, title, non-privileged legal, and other technical or business data, which are necessary, desirable or useful in connection with the ownership or operation of the Mortgaged Properties, which are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, software and other forms of recording or obtaining access to such data (all of the properties, rights and interests described in clauses H., I. and J. above and this clause K. being herein sometimes collectively called the "Collateral"); and

L all proceeds of the Collateral (a) resulting from any sale, exchange or other disposition of the Collateral or otherwise collected on or distributed on account of the Collateral in connection therewith, (b) constituting any claims arising out of the loss, nonconformity, defects or damage to Collateral, or (c) constituting insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, whether such proceeds or payments in any such case are goods, money, documents, instruments, chattel paper, securities, accounts, payment intangibles, general intangibles, fixtures, real/immovable property, personal/ movable property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "Property");

PROVIDED, HOWEVER, the foregoing clauses A. through L. shall exclude, in each case, any and all (i) motor vehicles, trucks, trailers or other rolling stock, (b) inventory, (c) Payments in Lieu (as defined in such Original Mortgage), (d) except as expressly set forth in clause L. above with respect to proceeds of the Collateral, money, documents, instruments, chattel paper (including without limitation electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, securities, accounts, payment intangibles, letters of credit, letter-of-credit rights, supporting obligations and rights to payment of money in each case arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) related to the operation of the Mortgaged Properties or the treating, handling, separation, stabilization, storing, processing, transporting, gathering or marketing of the Products.

(such released Property, the "Released Property"), but Mortgagee expressly RESERVES and RETAINS all rights, titles and interests under the Mortgage with respect to all Property other than the Released Property, and further hereby terminates (and hereby reassigns to Mortgagor) the assignment of "Rents" made in favor of the undersigned under Article III of the Mortgage.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS A PARTIAL RELEASE RELATING SOLELY TO THE "RELEASED PROPERTY". THIS PARTIAL RELEASE SHALL IN NO WAY RELEASE, AFFECT OR IMPAIR THE UNDERSIGNED'S RIGHTS, TITLES, INTERESTS, SECURITY INTERESTS AND LIENS AGAINST ANY OTHER INTERESTS OR PROPERTY DESCRIBED IN AND/OR COVERED BY THE MORTGAGE. BY ITS ACCEPTANCE OF THIS PARTIAL RELEASE, AND SUBJECT TO THE TERMS HEREOF, MORTGAGOR HEREBY RATIFIES AND CONFIRMS THE MORTGAGE AND THE OTHER LOAN DOCUMENTS REFERRED TO THEREIN IN ALL RESPECTS (OTHER THAN WITH RESPECT TO THE RELEASED PROPERTY RELEASED HEREBY) AND

FURTHER CONFIRMS AND ADMITS THAT IT REMAINS OBLIGATED AS PROVIDED THEREIN. MORTGAGOR ADDITIONALLY CONFIRMS AND ADMITS THAT ITS PROPERTIES COVERED BY THE MORTGAGE, EXCEPT FOR THE RELEASED PROPERTY RELEASED HEREBY, REMAINS SUBJECT TO THE LIENS AND SECURITY INTERESTS PROVIDED THEREIN.

The parties hereto hereby confirm and agree that Mortgagee shall file or cause to be filed such Uniform Commercial Code financing statement amendments as may be necessary to amend the collateral descriptions set forth in any financing statements of record in any filing office with respect to the collateral described in the Mortgage to conform such collateral description to the foregoing and to reflect the release of the Released Property.

Section 3.3. Ratification, Reconfirmation, Regrant. Each Mortgage is hereby ratified, adopted, confirmed, and renewed. All representations, warranties and covenants of Mortgagor in the Mortgages are hereby repeated, remade and incorporated herein by this reference for the benefit of Mortgagee on and as of the date hereof, except to the extent changed by the transactions provided for hereby. Mortgagor does hereby expressly (a) RE-GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Trustee (as defined in the Deed ot Trust), and re-grant to the Trustee a POWER OF SALE (pursuant to the Deed of Trust and applicable law) with respect to the Deed of Trust Mortgaged Properties (as defined in the Deed of Trust), other than the Released Property, (b) RE-MORTGAGE to Agent, and re-grant to Agent a POWER OF SALE (pursuant to the Deed of Trust and applicable law) with respect to, the Other Mortgaged Properties (as defined in the Deed of Trust), other than the Released Property, (c) RE-MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Agent, and re-grant to agent a POWER OF SALE with respect to, the Mortgaged Properties (as defined in each Original Mortgage other than the Deed of Trust), other than the Released Property, and (d) re-grants to Agent a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to the Collateral, other than the Released Property.

Section 3.4. Effect of Amendment. Except as expressly amended hereby, (a) the Original Mortgage shall remain in full force and effect, (b) nothing in this Instrument releases any right, claim, lien, security interests or entitlement of Mortgagee created by or contained in the Original Mortgage, or (c) releases Mortgagor from any covenant, warranty or obligation created by or contained in the Original Mortgage. To the fullest extent permitted by applicable law, this Article III hereof is intended by the parties to have, and shall have, the same dignity and priority as the Original Mortgage as originally recorded.

Section 3.5. Scope of Amendment. This Instrument represents a supplemental deed of trust and supplemental mortgage of real and personal property, a supplemental security agreement, a supplemental assignment, and a supplemental financing statement, and also covers proceeds and fixtures.

Section 3.6. Incorporation and References. References in any Original Mortgage to "this instrument" shall be deemed to be references to such Original Mortgage as amended hereby. When used herein or in any Original Mortgage, any reference to a term defined in the Original

Mortgage which is amended hereby, shall be deemed to be a reference to such term as amended hereby.

Section 3.7. Original Notes. The parties hereto acknowledge and agree that the Original Notes are being renewed, amended, restated and increased (but not novated or extinguished) by the Term Notes, including the amendment of the maturity, interest, payment and other terms thereof, as set forth in the Term Notes, that the $87,000,000 principal indebtedness evidenced by the Original Notes shall be evidenced by and part of, and not in addition to, the indebtedness evidenced by the Term Notes, and that the Original Notes shall be marked "renewed and extended pursuant to those certain Term Notes dated March 26, 2002 made by Pacific Energy Group LLC in the aggregate principal amount of $225,000,000".

Section 3.8. Release of Certain Other Agreements. In connection with the execution of the Original Credit Agreement, the following documents, among others, were executed and delivered to Assignee to secure or to provide further assurance with respect to the Original Borrowers' obligations under the Original Notes and the Original Credit Agreement:

(a) Guaranty dated March 1, 2002, executed by Anschutz Company, a Delaware corporation, Subordination Agreement dated March 1, 2002, executed by The Anschutz Corporation, a Kansas corporation and Assignor and Subordination Agreement dated March 1, 2002, executed by Anschutz Family Investment Company LLC, a Colorado limited liability company and Assignor (the "Released Agreements"); and

(b) Pledge Agreement dated March 1, 2002, executed by Tranche B Borrower covering its general partner interest in Frontier Pipeline Company, a Wyoming partnership (the "Ranch Pledge"), and Financing Statement covering the collateral described in the Ranch Pledge filed in the Uniform Commercial Code Records of the Delaware Secretary of State on March 6, 2002 at Filing No. 2076246 2 (the "Ranch Financing Statement").

The parties hereto hereby confirm and agree that, as of the date hereof:

(i) the Released Agreements and all obligations thereunder are hereby unconditionally released and terminated in all respects; and

(ii) the Ranch Pledge and the security interest created thereby and Ranch Financing Statement are hereby unconditionally released and terminated in all respects, and Tranche B Borrower is authorized to file or cause to be filed such Uniform Commercial Code termination statements as may be required to terminate the Ranch Financing Statement in any filing office.

Section 3.9. Successor Trustee. Pursuant to Utah Code Annotated section 57-1-22, Assignee hereby appoints David H. Little, who is a member of the Utah State Bar and whose address is 111 East Broadway, Suite 1100, Salt Lake City, Utah 84111, as successor trustee under the Deed of Trust, to serve in the stead of currently named trustee, but only with respect to the real property located within the State of Utah that is encumbered by the Mortgage.

ARTICLE IV. MISCELLANEOUS

Section 4.1. Addresses. For the purposes hereof, the addresses of the parties shall be as shown beside their signatures hereto.

Section 4.2. Choice of Law. This Instrument shall be subject to the choice of law provision set forth in the Original Mortgage, as amended pursuant to Section 3.1(m) above.

Section 4.3. Counterparts. This Instrument is being executed in several counterparts, all of which are identical except that, to facilitate recordation, in certain counterparts hereof only that portion of Exhibit A, if any, which is a prerequisite to recordation in a particular recording jurisdiction is included and all other portions of Exhibit A are included by reference only. This Instrument may be executed by the different parties hereto in separate counterparts. All of such counterparts together constitute one and the same instrument.

Section 4.4. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and its successors and assigns. All references herein to Mortgagor or Mortgagee shall be deemed to include all such successors and assigns.

Section 4.5. Loan Document. This Instrument shall be considered a "Loan Document", as such term is defined in the Mortgage.

Section 4.6. Descriptions of Mortgaged Properties. Exhibit B attached hereto contains a description of the lands where certain of the Mortgaged Properties are located and is attached hereto to allow for the proper indexing and recording of this Instrument and shall not expand or alter the liens and security interests granted herein. To allow proper indexing and recording of this Instrument in the various recording jurisdictions of the States of Utah and Wyoming, there is attached hereto as Exhibits A, B and C a set of descriptions of the properties subject to the Security Documents which are located in such recording jurisdictions. Such descriptions are attached hereto solely for such indexing and recording and shall not limit or affect the terms, conditions or provisions of the Mortgage.

Section 4.7. Entire Agreement. **THIS WRITTEN INSTRUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each executed this Instrument on the dates set forth in their respective acknowledgments below to be effective for all purposes as of the date first above written.

Address of Assignor is:

918 17th Street
Denver, Colorado 80202

U.S. BANK NATIONAL ASSOCIATION

By: _____
Monte E. Deckerd
Vice President

Address of Assignee is:

100 Federal Street
Boston, Massachusetts 02110

FLEET NATIONAL BANK

By: _____
Terrence Ronan
Managing Director

IN WITNESS WHEREOF, the parties hereto have each executed this Instrument on the dates set forth in their respective acknowledgments below to be effective for all purposes as of the date first above written.

Address of Assignor is:

U.S. BANK NATIONAL ASSOCIATION

918 17th Street
Denver, Colorado 80202

By:_____
Name:
Title:

Address of Assignee is:

FLEET NATIONAL BANK

100 Federal Street
Boston, Massachusetts 02110

By: _____
Terrence Ronan
Managing Director

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Address of Original Borrowers,
Mortgagor and Borrower is:

5900 Cherry Street
Long Beach, California 90805

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

By: _____
Lynn T. Wood
Vice President

RANCH PIPELINE LLC

By: _____
Lynn T. Wood
Vice President

PACIFIC ENERGY GROUP LLC

By: _____
Lynn T. Wood
Vice President

The undersigned hereby: (a) accepts his appointment as successor trustee under the Deed of Trust pursuant to Section 3.9 hereof subject to the condition that he shall have no duties or obligations of any type or nature whatsoever in such capacity unless and until he agrees, in writing, to be retained by Assignee or its successors and assigns to perform any such duties or obligations; and (b) consents to the amendments to the Deed of Trust made pursuant hereto, which consent is given solely on his behalf, as successor trustee, and not on behalf of any other person or entity, including, without limitation, on behalf of any party hereto

_____
David H. Little, Successor Trustee

Address of Original Borrowers,
Mortgagor and Borrower is:

5900 Cherry Street
Long Beach, California 90805

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

By: _____
Lynn T. Wood
Vice President

RANCH PIPELINE LLC

By: _____
Lynn T. Wood
Vice President

PACIFIC ENERGY GROUP LLC

By: _____
Lynn T. Wood
Vice President

The undersigned hereby: (a) accepts his appointment as successor trustee under the Deed of Trust pursuant to Section 3.9 hereof subject to the condition that he shall have no duties or obligations of any type or nature whatsoever in such capacity unless and until he agrees, in writing, to be retained by Assignee or its successors and assigns to perform any such duties or obligations; and (b) consents to the amendments to the Deed of Trust made pursuant hereto, which consent is given solely on his behalf, as successor trustee, and not on behalf of any other person or entity, including, without limitation, on behalf of any party hereto

David H. Little, Successor Trustee

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS
(Assignor)

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

COLORADO: The foregoing instrument was acknowledged before me this 25th day of July, 2002, by Monte E. Deckerd, Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association.

MONTANA: This instrument was acknowledged before me on July 25, 2002, by Monte E. Deckerd, Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association.

UTAH: The foregoing instrument was acknowledged before me on this 25th day of July, 2002, by Monte E. Deckerd, as Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such association.

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

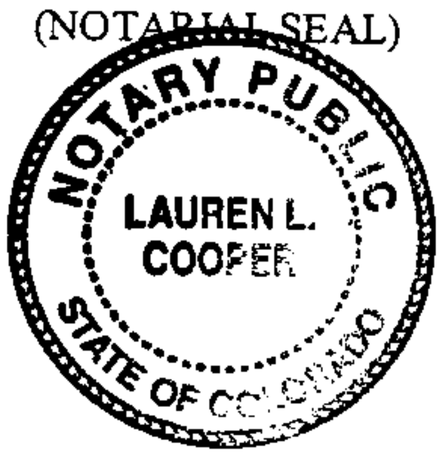
WYOMING: The foregoing instrument was acknowledged before me by Monte E. Deckerd as Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, this 25th day of July, 2002. Assignor has no corporate seal.

Witness my hand and official seal.

Lauren L. Cooper
Notary Public
Name: Lauren L. Cooper

My commission expires: 6/30/03

(NOTARIAL SEAL)



ACKNOWLEDGMENTS
(Assignee/Mortgagee)

STATE OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

COLORADO: The foregoing instrument was acknowledged before me this 25th day of July, 2002, by Terrence Ronan, Managing Director of FLEET NATIONAL BANK, a national banking association.

MONTANA: This instrument was acknowledged before me on July 25, 2002, by Terrence Ronan, Managing Director of FLEET NATIONAL BANK, a national banking association.

UTAH: The foregoing instrument was acknowledged before me on this 25th day of July, 2002, by Terrence Ronan, as Managing Director of FLEET NATIONAL BANK, a national banking association, on behalf of such association.

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

WYOMING: The foregoing instrument was acknowledged before me by Terrence Ronan, as Managing Director of FLEET NATIONAL BANK, a national banking association, this 25th day of July, 2002. Assignor has no corporate seal.

Witness my hand and official seal.

Luz N. Adorno
Notary Public
Name: Luz N. Adorno

My commission expires: _____

(NOTARIAL SEAL)

LUZ N. ADORNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 3, 2006

ACKNOWLEDGMENTS
(Original Borrowers/Mortgagor/Borrower)

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

COLORADO: The foregoing instrument was acknowledged before me this 26th day of July, 2002, by Lynn T. Wood, Vice President of each of Rocky Mountain Pipeline System LLC, Ranch Pipeline LLC, and Pacific Energy Group LLC, each a Delaware limited liability company.

MONTANA: This instrument was acknowledged before me on July 26, 2002, by Lynn T. Wood, Vice President of each of Rocky Mountain Pipeline System LLC, Ranch Pipeline LLC, and Pacific Energy Group LLC, each a Delaware limited liability company.

UTAH: The foregoing instrument was acknowledged before me on this 26th day of July, 2002, by Lynn T. Wood, as Vice President of each of Rocky Mountain Pipeline System LLC, Ranch Pipeline LLC, and Pacific Energy Group LLC, each a Delaware limited liability company, on behalf of each such limited liability company.

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

WYOMING: The foregoing instrument was acknowledged before me by Lynn T. Wood as Vice President of each of Rocky Mountain Pipeline System LLC, Ranch Pipeline LLC, and Pacific Energy Group LLC, each a Delaware limited liability company, this 26th day of July, 2002. None of such companies has any corporate seal.

Witness my hand and official seal.

Susan G. Melton
Notary Public
Name: Susan G. Melton

My commission expires: 6/8/2005

(NOTARIAL SEAL)

SUSAN G. MELTON

ACKNOWLEDGMENT
(Successor Trustee)

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me on this 26th day of July, 2002, by David H. Little in his capacity as successor Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of Salt Lake, Utah, on the day and year first above written.

Brenda M Wendt
Notary Public
Name: Brenda M. Wendt

My commission expires: March 14, 2006

(SEAL)

Notary Public
BRENDA M. WENDT
111 East Broadway, Suite 1100
Salt Lake City, Utah 84111
My Commission Expires
March 14, 2006
State of Utah

#833676 v1

SCHEDULE 1

RECORDING SCHEDULE

1. Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 by Rocky Mountain Pipeline System LLC ("Colorado Mortgage").

Recording Jurisdiction	Recording Data
Logan County, Colorado	Book 938, Page 885, Filed 3/19/02
Moffat County, Colorado	Document No. 2002L-1157, Filed 3/19/02
Rio Blanco County, Colorado	Book 570, Page 147, Filed 3/19/02

2. Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 by Rocky Mountain Pipeline System LLC ("Montana Mortgage").

Recording Jurisdiction	Recording Data
Carbon County, Montana	File No. 301614, Filed 3/19/02
Cascade County, Montana	Document No. R0025310, Filed 3/19/02
Chouteau County, Montana	Book F20-02, Page 11, Filed 3/19/02
Fergus County, Montana	Document No. 064518, Filed 3/19/02
Glacier County, Montana	Book 68, Page 463, Filed 3/21/02
Golden Valley County, Montana	Book M, Page 9766, Filed 3/19/02
Judith Basin County, Montana	Book 303, Page 675, Filed 3/19/02
Musselshell County, Montana	Book 379, Page 590, Filed 3/19/02

Pondera County, Montana	Book 96, Page 54, Filed 3/19/02
Teton County, Montana	Book 99, Page 263, Filed 3/19/02
Toole County, Montana	Book 66, Page 456, Filed 3/19/02
Wheatland County, Montana	Book M, Page 13398, Filed 3/19/02
Yellowstone County, Montana	Document No. 3169069, Filed 3/19/02

3. Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 by Rocky Mountain Pipeline System LLC ("Utah Mortgage").

Recording Jurisdiction	Recording Data
Davis County, Utah	Book _____, Page _____ Filed _____
Morgan County, Utah	Book _____, Page _____ Filed _____
Rich County, Utah	Book F9, Page 197, Filed 3/19/02
Summit County Recorder	Book 1440, Page 1341, Filed 3/20/02

4. Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 by Rocky Mountain Pipeline System LLC ("Wyoming Mortgage").

Recording Jurisdiction	Recording Data
Albany County, Wyoming	Document No. 2002-1836, Filed 3/19/02
Carbon County, Wyoming	Book 1016, Page 73, Filed 3/19/02
Converse County, Wyoming	Book 1195, Page 660, Filed 3/21/02

Fremont County, Wyoming	Document No. 1228895, Filed 3/19/02
Goshen County, Wyoming	Book 633, Page 103, Filed 3/19/02
Hot Springs County, Wyoming	Book 94, Page 244, Filed 3/19/02
Johnson County, Wyoming	Book 288, Page 552, Filed 3/19/02
Lincoln County, Wyoming	Book 485, Page 608, Filed 3/19/02
Natrona County, Wyoming	Document No. 0689258, Filed 3/22/02
Niobrara County, Wyoming	Book 408, Page 794, Filed 3/19/02
Park County, Wyoming	Document No. 2002-2141, Filed 3/20/02
Platte County, Wyoming	Book 363, page 552, Filed 3/21/02
Sublette County, Wyoming	Book 121, Page 237, Filed 3/19/02
Sweetwater County, Wyoming	Book 951, Page 1993, Filed 3/19/02
Uinta County, Wyoming	Book 770, Page 786, Filed 3/19/02

DESCRIPTION OF EXHIBIT A
(Wyoming)

Exhibit A consists of the parts described below. This description of Exhibit A and any index to any part of Exhibit A do not limit the descriptions contained in Exhibit A and are included for reference where only certain pages will be attached to county counterparts. There will not necessarily be descriptions in each Part of Exhibit A for each county.

Exhibit A - Part 1 consisting of schedules reflecting, for the County indicated, the grantor, grantee, contract type, date and recording data for various instruments or documents. Only the pages with descriptions for a county will be attached to that county's counterparts. Directly behind each page of Exhibit A - Part 1 is the Exhibit B description for the documents described on the previous page.

Exhibit A - Part 2 consisting of 448 numbered pages, contains schedules reflecting, for the County indicated, the grantor, grantee, contract type, date and, in some but not all cases, recording data for various instruments or documents. Only the pages with descriptions for a county will be attached to that county's counterparts as further indicated in an index to that part.

Certain of the instruments and documents are listed both on Exhibit A - Part 1 and on Exhibit A - Part 2, and no inconsistency between the descriptions or inaccuracies in either description shall limit the other description.

Exhibit A - Part 3 consists of description of certain leases or lands. Only the pages with descriptions for a county will be attached to that county's counterparts.

[redacted] [redacted] [redacted]

EXHIBIT A - PART 1

250

EXHIBIT A

Series Name	Line Section	Grantor(s)	Grantee(s)	Contract Type	Date	Recording Data
BIG PINEY - LABARGE - GRANGER 6 & 8" - Series 3592 - SUBLETTE COUNTY, WYOMING						
3592	0004	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75946 BK 32 PG 125
3592	0005	MCGINNIS ANDERSON L ET AL	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75947 BK 32 PG 127
3592	0005	IRWIN OLIVE ET VIR	SERVICE PIPE LINE COMPANY	EASE	8/11/61	DOC 76302 BK 32 PG 210
3592	0006	WHITMAN ROY ET AL	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75945 BK 32 PG 123

[redacted] [redacted] [redacted]

Exhibit B

The Right of Way Interest referred to herein affects the following:

Township	Range	Sections
26N	113W	26
28N	113W	20, 21, 28

EXHIBIT A

Series Name	Line Section	Grantor(s)	Grantee(s)	Contract Type	Date	Recording Data
GATHERING SYSTEMS - SUBLETTE COUNTY, WYOMING						
W639	0001	BOARD OF LAND COMMISSIONERS OF THE STATE OF WYOMING	SERVICE PIPE LINE COMPANY	EASE	1/8/68	DOC 102381 BK 25 PG 3
W639	0003	MCNINCH LOIS C ET AL	SERVICE PIPE LINE COMPANY	EASE	2/12/69	DOC 114037 BK 25 PG 493
W639	0005	REES MERRILL C ET AL	SERVICE PIPE LINE COMPANY	EASE	7/28/67	DOC 102031 BK 24 PG 553
W639	0006	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	EASE	5/25/69	DOC 119985 BK 26 PG 369

[redacted] [redacted] [redacted]

Exhibit B

The Right of Way Interest referred to herein affects the following:

Township	Range	Sections
29N	113W	12, 13
30N	112W	19
30N	113W	24, 36

EXHIBIT A - PART 2

Index to Exhibit A - Part 2

This Exhibit A - Part 2 consists of 448 pages. Only the indicated pages will be attached to the county counterparts.

Jurisdiction	Pages
Albany County	10-16, 85
Carbon County	16-36, 84-85, 111-119, 269, 403
Converse County	1, 257-261, 264-269, 358-366
Fremont County	239-248, 403-406
Goshen County	1-2, 343-347
Hot Springs County	149-239, 270-271, 390-403, 407-411
Johnson County	273, 278-300, 323-330, 335-337, 370-383, 387, 390
Lincoln County	85-91, 312, 315-322
Natrona County	91-111, 248-257, 261-265, 271-278, 300-304, 330, 366-371, 383-390, 413-448
Niobrara County	412
Park County	120-149, 269-270, 337-343, 406-407, 410-411
Platte County	2-10, 347-358
Sublette County	304-315, 411-412
Sweetwater County	36-71, 88-89, 119-120, 304, 322-323
Uinta County	68-69, 71-84, 330-335, 412

3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				06	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				06	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				08	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				08	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				14	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				14	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				15	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				15	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				23	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				23	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				24	079W	040N
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				24	079W	040N
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				25	080	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				25	080	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				30	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				30	079	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				31	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				31	079	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				32	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA				32	079	041
3591	0001	SWEETWATER	WY	UNION PACIFIC RAILROAD CO	SERVICE PIPE LINE COMPANY	13-Mar-62	EASE	NA				25	099	019
3591	0001	SWEETWATER	WY	UNION PACIFIC RAILROAD CO	SERVICE PIPE LINE COMPANY	13-Mar-62	EASE	NA				13	099	019
3591	0002	SWEETWATER	WY	U S DEPARTMENT OF THE INTERIOR	SERVICE PIPE LINE COMPANY	24-Nov-61	EASE	NA				24	099	019
3591	0002	SWEETWATER	WY	U S DEPARTMENT OF THE INTERIOR	SERVICE PIPE LINE COMPANY	24-Nov-61	EASE	NA				12	099	019
3591	0003	SWEETWATER	WY	HAY JOHN N JR	SERVICE PIPE LINE COMPANY	26-Apr-62	EASE	BK 296 PG 182				07	098	019
3591	0003	SWEETWATER	WY	ROCK SPRINGS GRAZING ASSOCIATION	SERVICE PIPE LINE COMPANY	26-Apr-62	EASE	BK 296 PG 182				07	098	019
3592	0001	SUBLETTE	WY	BOARD OF COUNTY COMMISSIONERS	SERVICE PIPE LINE COMPANY	07-Feb-61	EASE	NA				00	000	000
3592	0001	SUBLETTE	WY	SUBLETTE COUNTY	SERVICE PIPE LINE COMPANY	07-Feb-61	EASE	NA				00	000	000
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113	028
3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	028

3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	028
3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	028
3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				17	113	028
3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				17	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				36	113W	029N
3592	0002	SUBLETTE	WY	BUREAU OFLAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				36	113W	029N
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				13	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				13	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				13	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				16	113	027
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				16	113	027
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				16	113	027
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				24	112	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				24	112	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				24	112	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				25	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				25	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				25	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				30	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				30	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				30	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				32	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				32	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				32	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	026
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	026
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA				36	113	026

3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				13	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				13	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				13	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				16	113	027
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113	027
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113	027
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				24	112	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				24	112	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				24	112	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				25	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				25	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				25	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				30	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				30	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				30	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				32	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				36	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				36	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				36	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS		20-Apr-93	LTTR	NA				36	113	026
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				36	113	026
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				36	113	026
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				20	113W	028N
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				20	113W	028N
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				20	113W	028N
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				21	113	028
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				21	113	028
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125				21	113	028
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A		20-Apr-93	LTTR	NA				20	113W	028N
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				20	113W	028N
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				20	113W	028N
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A		20-Apr-93	LTTR	NA				21	113	028
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				21	113	028
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				21	113	028
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N

3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	21-Jul-31	EASE	BK 363 944 BK 51 PR PG 236				26	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				21	113W	028N

3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N

3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N

3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N

3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N

NUMBER	TRACT	COUNTY	ST	GRANTOR	GRANTEE	DATE	TYPE	REMARKS						
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005A	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005B	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 76302 BK 32 OIL AND GAS PG 210				21	113	028
3592	0005B	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 76302 BK 32 OIL AND GAS PG 210				21	113	028
3592	0005C	LINCOLN	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 363762 BK 51 PR PG 185				26	113	026
3592	0005C	LINCOLN	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 363762 BK 51 PR PG 185				26	113	026
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028

3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028
3592	0006	SUBLETTE	WY	WHITMAN ROY		20-Apr-93	LTTR	NA				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE		20-Apr-93	LTTR	NA				20	113	028
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				20	113	028
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN ROY		20-Apr-93	LTTR	NA				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN EILEENE		20-Apr-93	LTTR	NA				21	113W	028N
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				21	113W	028N
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN ROY		20-Apr-93	LTTR	NA				28	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE		20-Apr-93	LTTR	NA				28	113	028
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113	028
3592	0006	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	027
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				04	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				05	113	027
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				05	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				05	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				05	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				05	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	027
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				08	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	027
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				09	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				28	113W	028N
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				28	113W	028N
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				28	113W	028N
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				32	113	028
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				32	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				32	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				32	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				33	113	028
3592	0007	SUBLETTE	WY	SPENCER H	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				33	113	028

3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				33	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				33	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				04	113	027
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				05	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				05	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				05	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				05	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				05	113	027
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				08	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				08	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				08	113	027
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				09	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				09	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				09	113	027
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				28	113W	028N
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				28	113W	028N
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				28	113W	028N
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				32	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				32	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				32	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				32	113	028
3592	0007	SUBLETTE	WY	SPENCER H		30-Sep-82	CPU	NA				33	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		30-Sep-82	CPU	NA				33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		30-Sep-82	CPU	NA				33	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		30-Sep-82	CPU	NA				33	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		30-Sep-82	CPU	NA				33	113	028
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				04	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				04	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				04	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				04	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				05	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				05	113	027

3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				05	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				05	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				33	113	028
3592	0008	SUBLETTE	WY	STATE BOARD LAND OF COMMISSIONERS	SERVICE PIPE LINE COMPANY	07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	STATE BOARD LAND OF COMMISSIONERS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0009	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				21	113W	027N
3592	0010	LINCOLN	WY	LINCOLN COUNTY	SERVICE PIPE LINE COMPANY	14-Feb-61	EASE	NA				00	000	000
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	U S WEST	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	U S WEST	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				11	113	026
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				11	113	026
3592	0011	LINCOLN	WY	U S WEST	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				11	113	026

W462	0007	PARK	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				05	099	047
W462	0007	PARK	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				04	099	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				13	100	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				12	100	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				07	099	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY	07-Mar-44	EASE	NA				05	099	047
W462	0007A	HOT SPRINGS	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY	31-Jul-45	EASE	NA				04	099	047
W462	0007A	HOT SPRINGS	WY	LITTLE BUFFALO STATION	STANOLIND PIPE LINE COMPANY	31-Jul-45	EASE	NA				07	099	047
W639	0001	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	SERVICE PIPE LINE COMPANY	08-Jan-68	EASE	DOC 102381 BK 25 MISC PG 3				07	099	047
W639	0001	SUBLETTE	WY	STATE OF WYOMING	SERVICE PIPE LINE COMPANY	08-Jan-68	EASE	DOC 102381 BK 25 MISC PG 3				38	113	030
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-67	EASE	NA				36	113	030
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-67	EASE	NA				00	113	029
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-67	EASE	NA				00	113	030
W639	0003	SUBLETTE	WY	MCNINCH LOIS C	SERVICE PIPE LINE COMPANY	12-Feb-69	EASE	DOC 114037 BK 25 MISC PG 493				30	112	030
W639	0003	SUBLETTE	WY	MCNINCH E W	SERVICE PIPE LINE COMPANY	12-Feb-69	EASE	DOC 114037 BK 25 MISC PG 493				24	113	030
W639	0003	SUBLETTE	WY	MCNINCH E W	SERVICE PIPE LINE COMPANY	12-Feb-69	EASE	DOC 114037 BK 25 MISC PG 493				19	112	030
W639	0003	SUBLETTE	WY	MCNINCH LOIS C	SERVICE PIPE LINE COMPANY	12-Feb-69	EASE	DOC 114037 BK 25 MISC PG 493				24	113	030
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				19	112	030
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				03	113	028
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				23	113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				25	113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				26	113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				31	112	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA				35	113	029
W639	0004A	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	AMOCO PIPELINE COMPANY	09-Sep-82	EASE	NA				36	113	029
W639	0004B	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	AMOCO PIPELINE COMPANY	26-Jan-83	EASE	NA				09	113	027
W639	0005	SUBLETTE	WY	REES EMMA P	SERVICE PIPE LINE COMPANY	28-Jul-67	EASE	DOC 102031 BK 24 MISC PG 553				26	113	029
W639	0005	SUBLETTE	WY	REES MERRILL C	SERVICE PIPE LINE COMPANY	28-Jul-67	EASE	DOC 102031 BK 24 MISC PG 553				12	113	029
												12	113	029

SERIES NUMBER	PARCEL NUMBER	COUNTY	STATE	GRANTOR	GRANTEE	DATE	TYPE	REMARKS				SECTION	RANGE	TOWNSHIP
W639	0006	SUBLETTE	WY	CHRISMAN JOHN N	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369				12	113	029
W639	0006	SUBLETTE	WY	CHRISMAN JOHN N	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369				13	113	029
W639	0006	SUBLETTE	WY	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369				12	113	029
W639	0006	SUBLETTE	WY	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369				13	113	029
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-60	EASE	NA				02	120	014
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-60	EASE	NA				27	120	015
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-60	EASE	NA				34	120	015
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-60	EASE	NA				35	120	015
W641	0002	UINTA	WY	PERKINS ROMA J	AMOCO PIPELINE COMPANY	19-Jan-61	EASE	DOC 359786 BK 376 PG 417				27	120	015
W641	0002	UINTA	WY	PERKINS RAYMOND G	AMOCO PIPELINE COMPANY	19-Jan-61	EASE	DOC 359786 BK 376 PG 417				27	120	015
W641	0003	UINTA	WY	WYOMING STATE BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	06-Feb-61	EASE	DOC 361024 BK 377 PG 380				02	120	014
W641	0004	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	07-Sep-83	EASE	NA				35	120	015
W641	0005	UINTA	WY	SEALE CATHERINE URROZ	AMOCO PIPELINE COMPANY	22-Oct-60	EASE	DOC 357381 BK 375 PG 33				03	120	014
W747	0001	UINTA	WY	ANSCHUTZ LAND AND LIVESTOCK COMPANY	AMOCO PIPELINE COMPANY	05-Dec-84	EASE	DOC R 17396 BK 479 PG 465				03	121	013
W747	0001	UINTA	WY	ANSCHUTZ LAND AND LIVESTOCK COMPANY	AMOCO PIPELINE COMPANY	05-Dec-84	EASE	DOC R 17396 BK 479 PG 465				02	121	013
W747	0002A	UINTA	WY	BARKER DEWAYNE E	AMOCO PIPELINE COMPANY	04-Nov-83	EASE	ENTRY R 11916 BK 460 PG 242				02	121	013
W747	0002A	UINTA	WY	BARKER THELMA	AMOCO PIPELINE COMPANY	04-Nov-83	EASE	ENTRY R 11916 BK 460 PG 242				02	121	013
W748	0001	NIOBRARA	WY	JOSS ARTHUR	STANDARD OIL COMPANY	16-Dec-71	EASE	BK 260 PG 430				18	066	034
3495	0183	NATRONA	WY	LOGAN FLOYD	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415				14	089	038
3495	0183	NATRONA	WY	LOGAN BELLE	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415				14	089	038
3495	0183	NATRONA	WY	CONOCO	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415				14	089	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415				14	089	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415				15	089W	038N
3495	0183	NATRONA	WY	LOGAN FLOYD		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004				14	089	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004				14	089	038
3495	0183	NATRONA	WY	LOGAN FLOYD		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004				15	089W	038N
3495	0183	NATRONA	WY	SPRATT R W AND SONS		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004				15	089W	038N
3495	0183	NATRONA	WY	LOGAN BELLE		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004				15	089W	038N
3495	0183	NATRONA	WY	CONOCO		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				15	089W	038N
3495	0183	NATRONA	WY	SPRATT R W AND SONS		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				15	089W	038N
3495	0183	NATRONA	WY	LOGAN BELLE		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				15	089W	038N
3495	0183	NATRONA	WY	LOGAN FLOYD		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				15	089W	038N
3495	0183	NATRONA	WY	CONOCO		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				14	089	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS		29-Oct-69	CPU	BK 144 OF A C AND L PG 107				14	089	038

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[redacted] [redacted] [redacted]

Exhibit C

Pipeline Assets

Salt Lake City Core Pipeline Interest:

1. Pipeline Real Property. The following real property and Seller's interest improvements thereon:

Baggs Junction (#1459)
Casper Station
Evanston Warehouse (#1412)
Ft. Laramie Station (#1354)
Granger Station (#1410)
Iles Station (#1455)
Medicine Bow Station (#1407)
Rangely Station (#1457)
Sterling Station (#1493)
Thermopolis Office (#1620)
Wamsutter Station (#1409)
Woods Cross Office (#1600)

2. Other Assets

(i) The following Pipelines (and related facilities) running from Ft. Laramie, Wyoming to Salt Lake City, Utah used to gather and supply crude oil and other materials to Ft. Laramie and Salt Lake City:

(A) Ft. Laramie-Salt Lake City Pipeline (#3466)
(B) Wamsutter-Rangely Pipeline (#3503)
(C) Iles-Wamsutter Pipeline (#3494)
(D) Big Piney-Granger Pipeline (#3481, 3592)
(E) Opal-Granger Gathering Line (#3468)
(F) La Barge-Opal Gathering Line (#3481)
(G) Carter Creek-Divide Junction Pipeline (#3630)
(H) Painter Station-Painter Junction Pipeline (#3643)
(I) Pineview-Deseret Pipeline and Gathering System (#3618)
(J) Reno-Salt Creek Pipeline (#3600)
(K) Sussex-Sussex Junction Pipeline (#3645)
(L) Salt Creek-Casper Pipeline (#3482, 3482A)

(M) All gathering, low-usage, abandoned and/or purged pipelines and related assets previously used by Seller or other member of the BP Group for the transportation of crude oil in Utah, Colorado, Wyoming and Montana

(excluding assets related to the crude oil pipelines around BP's Mandan Refinery and Mon- Dak gathering system).

(ii) The improvements located on the following leasehold or other third party-owned real property interests together with Seller's interest in all appurtenances thereto and the fixtures thereon, including, but not limited to:

(A) Birch Creek Station (#8147)
(B) Bitter Creek Station (#8677)
(C) Bridger Station (#8175)
(D) Buck Peak Station (#8514)
(E) Deseret Station (#8190)
(F) Divide Junction (#8691)
(G) Edgerton Station (#W226)
(H) Elkhorn Tank Battery (#8973)
(I) Fort Steele Station (#8676)
(J) Guernsey Building Site (#7602A)
(K) Indian Station (#7260)
(L) Johnson County Station (#8798)
(M) La Barge Station (#7895)
(N) La Bonte Station (#8083)
(O) Little Buffalo Station (#6890)
(P) Lodge Pole Station (#3618, LL#3A)
(Q) Navy Station (#W227, LL#05)
(R) North Fork Station (#3570, LL#1)
(S) North Sage Spring Creek Station (#7177)
(T) Opal Station (#3468, LL#1)
(U) Painter Station (#8633)
(V) Pineview (Bowman) Station (#8568)
(W) Reno Station (#3600, LL#2)
(X) Rock Springs Station (#6546)
(Y) Salt Creek Station (#6422)
(Z) Salt Creek Trucked Oil Site (#8030)
(AA) Shoshoni Station (#7500)
(BB) Silver Tip Receipt Station (#8939)
(CC) Sussex Junction (#3645, LL#1)
(DD) Sussex Station (#6882)
(EE) Teapot Station (#3482, LL#13)
(FF) Wahsatch Station (#8675)
(GG) West Sussex Station (#7363)

Western Corridor Pipeline Interest:

1. The following Pipelines (and related facilities):

[redacted] [redacted] [redacted]

(i) **Conoco Glacier System:** Seller's 20.8% undivided interest in crude oil pipelines running from a point near Cut Bank, Montana to a point near Billings, Montana.

(ii) **The Beartooth Pipeline :** Seller's 50% undivided joint interest in the pipeline running from Billings Station, Montana, to Elk Basin, Wyoming (Line 3660).

(iii) **The Big Horn System:** Seller's 57.6% undivided joint interest in the (i) trunk line running from Elk Basin, Wyoming, to Casper, Wyoming (Line 3495); (ii) trunk line running from Casper, Wyoming, to Guernsey, Wyoming (Line 3667); (iii) a gathering line running from Hamilton Dome and South Draw to Marathon at Cottonwood Junction or to Kirby Station (Line 3515); and (iv) injection lines at Little Buffalo and Kirby Creek (Line W462).

2. Pipeline Real Property:

(i) **Conoco Glacier System:** Seller's 20.8% undivided joint real property interest in the Conoco Glacier System pursuant to the Exchange Agreement for Conoco Glacier/Amoco Y Crude Joint Interest Pipeline Systems, by and between Conoco Pipe Line Company and Amoco Pipeline Company, dated January 26, 1996, as amended

(ii) **The Beartooth Pipeline :** Seller's 50% undivided joint real property interest in the Beartooth Pipeline, pursuant to the Agreement for the Ownership and Operation of the Interconnect Pipeline System by and between Amoco Pipeline Company and Conoco Pipe Line Company, dated January 26, 1996, as amended, including, but not limited to **Billings Station** (# 8997 - Leased).

(iii) **The Big Horn System:** Seller's 57.6% undivided joint real property interest in the Amoco Y Crude System pursuant to the Exchange Agreement for Conoco Glacier/Amoco Y Crude Joint Interest Pipeline Systems, by and between Conoco Pipe Line Company and Amoco Pipeline Company, dated January 26, 1996, as amended and the Construction Management Agreement for the Interconnect Pipeline System, between the Amoco Pipeline Company and Conoco Pipe Line Company, dated Jan. 26, 1996, as amended, including, but not limited to:

(A) **Elk Basin Station** (# 6326 - Leased);
(B) **Oregon Station** (# 1453 - Fee);
(C) **Kirby Station** (#1451 - Fee);
(D) **Kirby Creek Station** (# 6632 - Leased);
(E) **Owl Creek Station** (# 7536 - Leased);
(F) **Lost Cabin Station** (# 1469 - Fee);
(G) **Arminto Station** (# 8173 - Leased);
(H) **Little Buffalo Station** (# 6890 - Leased);
(I) **Hamilton Dome Station** (# 6871, 6872 - Leased); and
(J) **Hamilton Dome/Cottonwood Junction** (# 6873 - Leased).

3. Other Assets:

(i) All other active, abandoned, idled and/or purged pipelines and related assets being used, or previously used by Seller or other members of the BP Group for the transportation of crude oil in Wyoming and Montana (excluding assets related to crude oil pipelines around BP's Mandan Refinery and Mon-Dak gathering systems).

(ii) Casper Station.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RELEASE OF LIEN AND TERMINATION OF SECURITY INTEREST

THIS RELEASE OF LIEN AND TERMINATION OF SECURITY INTEREST (herein called this "**Release**"), dated to be effective as of July 30, 2002, is from **BNY MIDWEST TRUST COMPANY**, as successor to Harris Trust and Savings Bank, (herein called the "**Mortgagee**"), **MARY LEE LATTA** and **DONALD G. SKIPPER**, as Trustees.

W I T N E S S E T H:

WHEREAS, Hilltop Gas, L.L.C., a Delaware limited liability company (herein called the "**Mortgagor**"), has heretofore executed and delivered to the Mortgagee a certain Mortgage, Assignment of Production, Security Agreement and Financing Statement, dated as of April 21, 1999, (as amended, modified and supplemented from time to time, herein collectively called the "**Mortgage**"), by which the Mortgagor (i) granted, bargained, sold, created a security interest in, conveyed, transferred, assigned and set over to the Trustees (as defined in the Mortgage) all of the Mortgagor's right, title and interest in and to the Mortgaged Properties (as defined in the Mortgage and used herein with the meaning assigned to such term therein), and (ii) transferred, assigned, warranted, and conveyed to Mortgagee the PP Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein);

WHEREAS, the Mortgage was recorded and filed, among other places, as set forth in Schedule I hereto;

WHEREAS, the Mortgagor has requested that (i) the Trustees release all Mortgaged Properties from the lien and security interest of the Mortgage, and (ii) the Mortgagee release all Residual Hydrocarbons from the lien and security interest of the Mortgage.

NOW, THEREFORE, in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Mary Lee Latta and Donald G. Skipper, as Trustees, and the Mortgagee hereby release, relinquish, quitclaim and discharge the Mortgaged Properties from the lien and security interest of the Mortgage, without any representations, warranties or recourse whatsoever, except a representation by each of them that they have not assigned or otherwise transferred or granted an encumbrance in the interest, if any, held by him (or it, as applicable) in the Mortgaged Properties, except for such encumbrances and assignments for security purposes which have been released as of the date hereof.

2. The Mortgagee joins in this Release in order to release all of its right, title and interest in and to all PP Hydrocarbons without any representations, warranties or recourse whatsoever except a representation by it that it has not assigned or otherwise transferred or

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RECORDED Aug. 5 2002 12:15 PM
IN BOOK 122 OR 6 PAGE 273
FEES $ 75.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sisters

granted an encumbrance in the interest, if any, held by it in the PP Hydrocarbons, other than assignments for security purposes and encumbrances which have been released as of the date hereof.

3. This Release terminates and releases all liens, security interests, charges and encumbrances on the Mortgaged Properties.

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

5. The Mortgagor is hereby authorized to, execute and deliver any instruments reasonably necessary to carry out more effectively the purposes of this Release, including without limitation any UCC-3's or comparable financing statement terminations.

6. Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection therewith.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Mary Lee Latta and Donald G. Skipper, as Trustees have executed and delivered, and the Mortgagee has caused to be executed and delivered, this Release as of the date hereinabove first written.

WITNESSES

Richard A. Garcia
Name: Richard A. Garcia

Vicki Salmeron
Name: Vicki Salmeron

Kathleen Doyle
Name: Kathleen Doyle

Alissa Chapman
Name: Alissa Chapman

SECURED PARTY

M Latta
Mary Lee Latta, Trustee

Donald G. Skipper, Trustee

MORTGAGEE

HILLTOP GAS, L.L.C.

By: BSCS XII, Inc., as its sole member

_____
Name_____

_____
Name:_____

By:_____
Name:
Title:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 30 day of July, 2002, there personally appeared before me each of Mary Lee Latta and Donald G. Skipper, the Trustees, being a party to the foregoing instrument.

TEXAS — The instrument was acknowledged this 30 day of July, 2002, by each of Mary Lee Latta and Donald G. Skipper, as Trustees on behalf of themselves, as Trustees.

WYOMING — The foregoing instrument was acknowledged before me by Mary Lee Latta and Donald G. Skipper, as Trustees, this 30 day of July, 2002.

Witness my hand and official seal.

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

Marcie M. Escobedo
NOTARY PUBLIC, State of TEXAS

My commission expires:
11/12/04

MARCIE M. ESCOBEDO
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
NOVEMBER 12, 2004

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Mary Lee Latta and Donald G. Skipper, as Trustees have executed and delivered, and the Mortgagee has caused to be executed and delivered, this Release as of the date hereinabove first written.

WITNESSES

Name:_____

Name:_____

Name:_____

Name:_____

Name: Shantelle Harris

Name: NADIA McANDREW

SECURED PARTY

_____
Mary Lee Latta, Trustee

_____
Donald G. Skipper, Trustee

MORTGAGEE

BNY MIDWEST TRUST COMPANY

By:_____
Name:
Title: ROBERT CASTLE
ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS §
§
COUNTY OF COOK §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 30th day of July, 2002, there personally appeared before me: Robert Castle, the Assistant Vice President of BNY Midwest Trust Company, an Illinois corporation, known to me to be such agent, such association, acting as Mortgagee, being a party to the foregoing instrument.

TEXAS The instrument was acknowledged this 30th day of July, 2002, by each such person as the designated officer of the association set opposite his name on behalf of said association set opposite his name.

WYOMING The foregoing instrument was acknowledged before me by Robert Castle of BNY Midwest Trust Company, this 30th day of July, 2002.

Witness my hand and official seal.

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

OFFICIAL SEAL
T MUZQUIZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/29/05

T. Muzquiz
NOTARY PUBLIC, State of ILLINOIS
T. MUZQUIZ

My commission expires: 7-29-05

THIS INSTRUMENT WAS PREPARED
BY AND WHEN RECORDED RETURN TO:

24474364.4 073002 1037C

[redacted] [redacted] [redacted]

SCHEDULE I

Mortgage, Assignment of Production, Security Agreement and Financing Statement from Hilltop Gas, L.L.C. dated April 21, 1999, to Mary Lee Latta, Trustee and Donald G. Skipper, Trustee and Harris Trust and Savings Bank as Mortgagee, recorded April 28, 1999, in Book 111 Oil and Gas Records, at page 252 of the Public Records Sublette County, Wyoming.

1. UCC-1 Financing Statement regarding the Mortgage from Hilltop Gas, L.L.C. as Debtor in favor of Harris Trust and Savings Bank as secured party filed as follows:

Jurisdiction	File No.	File Date
Wyoming-Secretary of State	99124151A07	5/04/99

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION					LEGAL	PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section									
ST WY 90-00365	Wold Oil & Gas Co.	6/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				98	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.68			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1-5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2-5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11-5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15-5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1-6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16-6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3-6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5-6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1-7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3-7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3-7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9-7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-108W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 6-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14				92	407				P
								NW-SE	NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14				92	12				P
								NW-SW	NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11				93	321				P
								NW-SE	NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 11-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2				94	481				P
								SE-SE	SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)	YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE		40			0.33333	0.26333	40	P
								NW-SE (Lot 2)		32.3525			0.33333	0.26333	40	P
WYW-141756	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25				Segregated from Base Lease #WYW127749					P
								NE-NE	CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE	CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE	CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW	CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW	CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE	CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW	NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18				Segregated from Base Lease #WYW125948					P
								SE-SE	SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE		40	88	371	0.33333	0.26333	40	P

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Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	86	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.08667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13				Segregated from Base Lease #WYW130730					
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1-4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2-4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3-4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14-4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

[redacted] [redacted] [redacted]

RELEASE OF LIEN AND TERMINATION OF SECURITY INTEREST

THIS RELEASE OF LIEN AND TERMINATION OF SECURITY INTEREST (herein called this "Release"), dated to be effective as of July 30, 2002, is from **HILLTOP GAS, L.L.C.** (herein called the "Mortgagee"), **MARY LEE LATTA** and **DONALD G. SKIPPER**, as Trustees.

WITNESSETH:

WHEREAS, Rockies Acquisition Properties, Inc., a Delaware corporation (herein called the "**Mortgagor**"), has heretofore executed and delivered to the Mortgagee a certain Mortgage, Assignment of Production, Security Agreement and Financing Statement, dated as of April 21, 1999, (as amended, modified and supplemented from time to time, herein collectively called the "**Mortgage**"), by which the Mortgagor (i) granted, bargained, sold, created a security interest in, conveyed, transferred, assigned and set over to the Trustees (as defined in the Mortgage) all of the Mortgagor's right, title and interest in and to the Mortgaged Properties (as defined in the Mortgage and used herein with the meaning assigned to such term therein), and (ii) transferred, assigned, warranted, and conveyed to Mortgagee the Residual Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein);

WHEREAS, the Mortgage was recorded and filed, among other places, as set forth in Schedule I hereto;

WHEREAS, the Mortgagor has requested that (i) the Trustees release all Mortgaged Properties from the lien and security interest of the Mortgage, and (ii) the Mortgagee release all Residual Hydrocarbons from the lien and security interest of the Mortgage.

NOW, THEREFORE, in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Mary Lee Latta and Donald G. Skipper, as Trustees, and the Mortgagee hereby release, relinquish, quitclaim and discharge the Mortgaged Properties from the lien and security interest of the Mortgage, without any representations, warranties or recourse whatsoever, except a representation by each of them that they have not assigned or otherwise transferred or granted an encumbrance in the interest, if any, held by him (or it, as applicable) in the Mortgaged Properties, except for such encumbrances and assignments for security purposes which have been released as of the date hereof.

2. The Mortgagee joins in this Release in order to release all of its right, title and interest in and to all Residual Hydrocarbons without any representations, warranties or recourse whatsoever except a representation by it that it has not assigned or otherwise transferred or granted an encumbrance in the interest, if any, held by it in the Residual Hydrocarbons, other

24474364.4 073002 1037C

291979

RECORDED Aug 5 2002 12:15 PM
IN BOOK 122 Of 6 PAGE 289
FEES $ 18.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

than assignments for security purposes and encumbrances which have been released as of the date hereof.

3. This Release terminates and releases all liens, security interests, charges and encumbrances on the Mortgaged Properties.

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

5. The Mortgagor is hereby authorized to, execute and deliver any instruments reasonably necessary to carry out more effectively the purposes of this Release, including without limitation any UCC-3's or comparable financing statement terminations.

6. Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection therewith.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Mary Lee Latta and Donald G. Skipper, as Trustees have executed and delivered, and the Mortgagee has caused to be executed and delivered, this Release as of the date hereinabove first written.

WITNESSES

Richard A Garcia
Name: Richard A Garcia

Vicki Salmeron
Name: Vicki Salmeron

Kathleen Doyle
Name: KATHLEEN DOYLE

Alissa Chapman
Name: Alissa Chapman

SECURED PARTY

Mary Lee Latta, Trustee

Donald G. Skipper, Trustee

MORTGAGEE

HILLTOP GAS, L.L.C.

By: BSCS XII, Inc., as its sole member

By:_____
Name:
Title:

_____
Name_____

_____
Name:_____

24474370.2 73002 1438C

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 30 day of July, 2002, there personally appeared before me each of Mary Lee Latta and Donald G. Skipper, the Trustees, being a party to the foregoing instrument.

TEXAS — The instrument was acknowledged this 30 day of July, 2002, by each of Mary Lee Latta and Donald G. Skipper, as Trustees on behalf of themselves, as Trustees.

WYOMING — The foregoing instrument was acknowledged before me by Mary Lee Latta and Donald G. Skipper, as Trustees, this 30 day of July, 2002.

Witness my hand and official seal.

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

Marcie M. Escobedo
NOTARY PUBLIC, State of Texas

My commission expires:
11/12/04

MARCIE M. ESCOBEDO
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
NOVEMBER 12, 2004

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Mary Lee Latta and Donald G. Skipper, as Trustees have executed and delivered, and the Mortgagee has caused to be executed and delivered, this Release as of the date hereinabove first written.

WITNESSES

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

Mary L. Brady
Name MARY L. BRADY

Name: Benjamin B. Abedine

SECURED PARTY

_____
Mary Lee Latta, Trustee

_____
Donald G. Skipper, Trustee

MORTGAGEE

HILLTOP GAS, L.L.C.

By: BSCS XII, Inc., as its sole member

By:_____
Name: Orlando Figueroa
Title: Vice President

24474364.4 073002 1138C

STATE OF New York §
§
COUNTY OF New York §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 30th day of July, 2002, there personally appeared before me: **Orlando Figueroa**, the Vice President of Hilltop Gas, L.L.C., a Delaware limited liability company, known to me to be such agent, such company, acting as Mortgagee, being a party to the foregoing instrument.

TEXAS The instrument was acknowledged this 30th day of July, 2002, by each such person as the designated officer of the company set opposite his name on behalf of said company set opposite his name.

WYOMING The foregoing instrument was acknowledged before me by Orlando Figueroa of Hilltop Gas, L.L.C., this 30th day of July, 2002.

Witness my hand and official seal.

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

Mary L. Brady
NOTARY PUBLIC, State of New York

My commission expires: 5/31/06

MARY L. BRADY
Notary Public, State of New York
No. 43-4771923
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires May 31, 20 06

THIS INSTRUMENT WAS PREPARED
BY AND WHEN RECORDED RETURN TO:

24474364.4 073002 1138C

[redacted] [redacted] [redacted]

The name and mailing address of the Secured Party is:

Donald G. Skipper, Trustee
and
Mary Lee Latta, Trustee
700 Louisiana Street, Suite 4400
Houston, Texas 77002

The name and mailing address of the Mortgagee is:

Hilltop Gas, L.L.C.
320 South Boston Avenue, Suite 400
Tulsa, Oklahoma 74103

SCHEDULE I

Mortgage, Assignment of Production, Security Agreement and Financing Statement from Hilltop Gas, L.L.C. dated April 21, 1999, to Mary Lee Latta, Trustee and Donald G. Skipper, Trustee and Harris Trust and Savings Bank as Mortgagee, recorded April 28, 1999, in Book 111 Oil and Gas Records, at page 252 of the Public Records Sublette County, Wyoming.

1. UCC-1 Financing Statement regarding the Mortgage from Hilltop Gas, L.L.C. as Debtor in favor of Harris Trust and Savings Bank as secured party filed as follows:

Jurisdiction	File No.	File Date
Wyoming-Secretary of State	99124151A07	5/04/99

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
ST WY 90-00365	Wold Oil & Gas Co.	5/2/90	WY	Sublette	29N	108W	36				92	7				
								NE-NE	NENE 36-29N-108W	40			0.17333	0.13693	40	
								NE-NW	NENW 36-29N-108W	40			0.17333	0.13693	40	
								NE-SW	NESW 36-29N-108W	40			0.17333	0.13693	40	
								NW-NE	STD HRS BT 2-36	40			0.17333	0.13693	80	
								NW-NW	STD HRS BT 4-36	40			0.17333	0.13693	80	
								SE-NW	STD HRS BT 6-36	40			0.17333	0.13693	80	
								SE-NE	STD HRS BT 8-36	40			0.17333	0.13693	40	
								NW-SW	STD HRS BT 12-36	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-36	40			0.17333	0.13693	80	
								SW-NW	SWNW 36-29N-108W	40			0.17333	0.13693	40	
								SW-SW	SWSW 36-29N-108W	40			0.17333	0.13693	40	
								SE-SW		40			0.17333	0.13693	40	
ST WY 92-00196	McMurry Oil Company	4/2/92	WY	Sublette	29N	108W	16				88	445				P
								SW-SW	STD HRS BT 13-16	40			0.33333	0.26333	80	P
								SE-SW		40			0.33333	0.26333	40	P
WYW-100902	Eugene W. Walt Jr.	8/1/86	WY	Sublette	29N	108W	34				79	337				
								SW-NE	JONAH FDRL 32-34	40			0.33333	0.26331	80	
								NW-NE	NWNE 34-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 34-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 34-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 34-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 34-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 34-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 34-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 34-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-34	40			0.33333	0.26331	80	
								NE-NW	STD HRS BT 3-34	40			0.33333	0.26331	80	
								SW-NW	STD HRS BT 5-34	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-34	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-34	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-34	40			0.33333	0.26331	80	
								SW-SE	STD HRS BT 15-34	40			0.33333	0.26331	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-100902	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	35				79	337				
								NW-NE	NWNE 35-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 35-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 35-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 35-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 35-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 35-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 35-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 35-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-35	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-35	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-35	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-35	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-35	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-35	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-35	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-35	40			0.33333	0.26333	80	
WYW-102717	Eugene W. Wait Jr.	11/18/86	WY	Sublette	29N	107W	30				98	423				P
								SW-NE	CABRITO 7-30	40			0.33333	0.26333	80	P
								SE-NE		40			0.33333	0.26333	40	P
								NE-SW	CABRITO 11-30	40			0.33333	0.26333	80	P
								SW-SW (Lot 4)	CABRITO 13-30	40.88			0.33333	0.26333	80	P
								NW-SW (Lot 3)	NWSW 30-29N-107W	40.78			0.33333	0.26333	40	P
								SE-SW	SESW 30-29N-107W	40			0.33333	0.26333	40	P
WYW-102899	Eugene W. Wait Jr.	8/1/86	WY	Sublette	29N	108W	27				88	393				
								SW-SW	STD HRS BT 13-27	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
								NW-SW	NWSW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 27-29N-108W	40			0.17333	0.13693	40	
								NE-SW	STD HRS BT 11-27	40			0.17333	0.13693	80	
								NW-NE	NWNE 27-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 27-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 27-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 27-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 27-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-27	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-27	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-27	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-27	40			0.17333	0.13693	80	
								NE-NE	STD HRS BT 1-27	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-27	40			0.17333	0.13693	80	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
WYW-118154	Home Petroleum Corp.	12/1/89	WY	Sublette	29N	108W	17				111	108				P
								NW-SW	NWSW 17-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 17-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-17	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-17	40			0.33333	0.26333	80	P
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	5				111	114				
								NW-SW (Lot 4)	JONAH FDRL 1- 5	35.76			0.16750	0.13232	80	
								NW-SE (Lot 2)	JONAH FDRL 2- 5	35.38			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 11- 5	35.58			0.16750	0.13232	80	
								SW-SE	JONAH FDRL 15- 5	40			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 5-28N-108W	35.2			0.16750	0.13232	40	
								SE-SE	SESE 5-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 5-28N-108W	40			0.16750	0.13232	40	
								SW-SW	SWSW 5-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	6				111	114				
								NW-SE (Lot 2)	JONAH FDRL 1- 6	34.41			0.16750	0.13232	80	
								SE-SE	JONAH FDRL 16- 6	40			0.16750	0.13232	80	
								NE-SW (Lot 3)	JONAH FDRL 3- 6	33.45			0.16750	0.13232	80	
								SW-SW (Lot 5)	JONAH FDRL 5- 6	35.9			0.16750	0.13232	80	
								NE-SE (Lot 1)	NESE 6-28N-108W	35.38			0.16750	0.13232	40	
								NW-SW (Lot 4)	NWSW 6-28N-108W	29.15			0.16750	0.13232	40	
								SE-SW	SESW 6-28N-108W	40			0.16750	0.13232	40	
								SW-SE	SWSE 6-28N-108W	40			0.16750	0.13232	40	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	7				111	114				
								SW-NW (Lot 2)	JONAH 5-7	36			0.16750	0.13232	80	
								NE-NE	JONAH FDRL 1- 7	40			0.16750	0.13232	80	
								NW-SW (Lot 3)	JONAH FDRL 3- 7	40			0.16750	0.13232	80	
								NE-NW	JONAH FDRL 3- 7X	40			0.16750	0.13232	80	
								NE-SE	JONAH FDRL 9- 7	40			0.16750	0.13232	80	
								SW-SW (Lot 4)	JONAH FED 13-7	36.13			0.16750	0.13232	80	
								NW-NE	NWNE 7-28N-108W	40			0.16750	0.13232	40	
								NW-NW (Lot 1)	NWNW 7-28N-108W	35.93			0.16750	0.13232	40	
								NW-SE	NWSE 7-28N-108W	40			0.16750	0.13232	40	
								NE-SW	NESW 7-28N-108W	36.06			0.16750	0.13232	40	
								SE-NE	SENE 7-28N-108W	40			0.16750	0.13232	40	
								SE-NW	SENW 7-28N-108W	40			0.16750	0.13232	40	
								SE-SW	SESW 7-28N-108W	40			0.16750	0.13232	40	
								SW-NE	SWNE 7-28N-108W	40			0.16750	0.13232	80	
WYW-125943	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	18				111	114				
								NE-NW	JONAH FDRL 3-18	40			0.33333	0.26333	80	
								SW-NW (Lot 2)	JONAH FDRL 5-18	36.24			0.33333	0.26333	80	
								NW-NW (Lot 1)	NWNW 18-28N-108W	36.18			0.33333	0.26333	40	
								SE-NW	SENW 18-28N-108W	40			0.33333	0.26333	40	

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	28N	108W	8				111	97				
								NE-NE	JONAH FDRL 1- 8	40			0.33333	0.26333	80	
								SW-NW	JONAH FDRL 2- 8	40			0.33333	0.26333	80	
								NW-NW	JONAH FDRL 2- 8A	40			0.33333	0.26333	80	
								NE-NW	JONAH FDRL 3- 8	40			0.33333	0.26333	40	
								SW-NE	JONAH FDRL 7- 8	40			0.33333	0.26333	80	
								NW-NE	NWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NW	SWNE 8-28N-108W	40			0.33333	0.26333	40	
								SE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	32				111	97				
								NW-NE	NWNE 32-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 32-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 32-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 32-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 32-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 32-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 32-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 32-29N-108W	40			0.33333	0.26333	40	
								NE-NW	STD HRS BT 3-32	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-32	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-32	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-32	40			0.33333	0.26333	80	
								SW-SW	STD HRS BT 13-32	40			0.33333	0.25823	80	
								SW-SE	STD HRS BT 15-32	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-32	40			0.33333	0.26333	80	
								NE-NE		40			0.33333	0.26333	40	
WYW-125944	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	33				111	97				
								NW-NE	NWNE 33-29N-108W	40			0.33333	0.26333	40	
								NW-NW	NWNW 33-29N-108W	40			0.33333	0.26333	40	
								NW-SE	NWSE 33-29N-108W	40			0.33333	0.26333	40	
								NW-SW	NWSW 33-29N-108W	40			0.33333	0.26333	40	
								SE-NE	SENE 33-29N-108W	40			0.33333	0.26333	40	
								SE-NW	SENW 33-29N-108W	40			0.33333	0.26333	40	
								SE-SE	SESE 33-29N-108W	40			0.33333	0.26333	40	
								SE-SW	SESW 33-29N-108W	40			0.33333	0.26333	40	
								NE-NE	STD HRS BT 1-33	40			0.33333	0.26333	80	
								NE-NW	STD HRS BT 3-33	40			0.33333	0.26333	80	
								SW-NW	STD HRS BT 5-33	40			0.33333	0.26333	80	
								SW-NE	STD HRS BT 7-33	40			0.33333	0.26333	80	
								NE-SE	STD HRS BT 9-33	40			0.33333	0.26333	80	
								NE-SW	STD HRS BT 11-33	40			0.33333	0.26333	80	
								SW-SE	STD HRS BT 15-33	40			0.33333	0.26333	80	
								SW-SW		40			0.33333	0.26333	40	

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			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-125948	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	20				88	371				P
								NW-NE	NWNE 20-29N-108W	40			0.33333	0.26333	40	P
								NW-SW	NWSW 20-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 20-29N-108W	40			0.33333	0.26333	40	P
								SW-NE	STD HRS BT 7-20	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-20	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-20	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
								SE-NE		40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	19				88	373				P
								NE-SE	CORONA 9-19	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-19	40			0.33333	0.26333	80	P
								NW-SE	NWSE 19-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 19-29N-108W	40			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	30				88	373				P
								NW-SE	NWSE 30-29N-108W	40			0.33333	0.26333	40	P
								SE-NW	SENW 30-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 30-29N-108W	40			0.33333	0.26333	40	P
								NE-SE	SHB CORONA 9-30	40			0.33333	0.26333	80	P
								SW-SE	SHB CORONA 16-30	40			0.33333	0.26333	80	P
								SW-NW (Lot 2)		37.5			0.33333	0.26333	40	P
WYW-125949	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	31				88	373				P
								SE-NW	SHB CORONA 6-31	40			0.33333	0.26333	80	P
								NE-SE	CORONA 9-31	40			0.33333	0.26333	80	P
								SW-SE	CORONA 15-31	40			0.33333	0.26333	80	P
								NE-NW	CORONA 3-31	40			0.33333	0.26333	80	P
								NW-SE	NWSE 31-29N-108W	40			0.33333	0.26333	40	P
								SE-SE	SESE 31-29N-108W	40			0.33333	0.26333	40	P
								SW-NW (Lot 2)		39			0.33333	0.26333	40	P
								NW-NW (Lot 1)		38.6			0.33333	0.26333	40	P

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
WYW-125950	High Plains Energy Co.	1/1/92	WY	Sublette	29N	108W	28				111	90				
								NW-NE	NWNE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 28-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 28-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 28-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 28-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 28-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-28	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-28	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-28	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-28	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-28	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-28	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-28	40			0.17333	0.13693	80	
								SE-NE		40			0.17333	0.13693	40	
								NW-NW		40			0.17333	0.13693	40	
								SW-NW		40			0.17333	0.13693	40	
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	22				92	198				P
								NW-SW	NWSW 22-29N-108W	40			0.33333	0.26333	40	P
								SE-NE	SENE 22-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 22-29N-108W	40			0.33333	0.26333	40	P
								NE-NE	STD HRS BT 1-22	40			0.33333	0.26333	80	P
								SW-NE	STD HRS BT 7-22	40			0.33333	0.26333	80	P
								NE-SW	STD HRS BT 11-22	40			0.33333	0.26333	80	P
								SW-SW	STD HRS BT 13-22	40			0.33333	0.26333	80	P
								NE-NE		40			0.33333	0.26333	40	P
WYW-127749	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	26				92	198				
								NW-NE	NWNE 26-29N-108W	40			0.17333	0.13693	40	
								NW-NW	NWNW 26-29N-108W	40			0.17333	0.13693	40	
								NW-SE	NWSE 26-29N-108W	40			0.17333	0.13693	40	
								NW-SW	NWSW 26-29N-108W	40			0.17333	0.13693	40	
								SE-NE	SENE 26-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 26-29N-108W	40			0.17333	0.13693	40	
								SE-SE	SESE 26-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 26-29N-108W	40			0.17333	0.13693	40	
								NE-NE	STD HRS BT 1-26	40			0.17333	0.13693	80	
								NE-NW	STD HRS BT 3-26	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-26	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-26	40			0.17333	0.13693	80	
								NE-SE	STD HRS BT 9-26	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-26	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-26	40			0.17333	0.13693	80	
								SW-SE	STD HRS BT 15-26	40			0.17333	0.13693	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-128039	Kenneth R. Farmer	1/1/93	WY	Sublette	28N	109W	14				92	407				P
								NW-SE	NWSE 14-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 14-28N-109W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-14	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-14	40			0.33333	0.26333	80	P
WYW-128703	McMurry Oil Company	3/1/93	WY	Sublette	29N	108W	14				92	12				P
								NW-SW	NWSW 14-29N-108W	40			0.33333	0.26333	40	P
								NE-SW	STD HRS BT 11-14	40			0.33333	0.26333	80	P
WYW-130232	McMurry Oil Company	9/1/93	WY	Sublette	28N	109W	11				93	321				P
								NW-SE	NWSE 11-28N-109W	40			0.33333	0.26333	40	P
								SE-SE	SESE 11-28N-108W	40			0.33333	0.26333	40	P
								SW-SE	YELLOW POINT 15-11	40			0.33333	0.26333	80	P
								NE-SE	YELLOW POINT 9-11	40			0.33333	0.26333	80	P
WYW-130730	McMurry Oil Company	12/1/93	WY	Sublette	28N	109W	2				94	461				P
								SE-SE	SESE 2-28N-109W	40			0.33333	0.26333	40	P
								NE-SE (Lot 1)	YELLOW POINT 1- 2	32.3525			0.33333	0.26333	80	P
								SW-SE		40			0.33333	0.26333	40	P
								NW-SE (Lot 2)		32.3525			0.33333	0.26333	40	P
WYW-141758	McMurry Oil Company	11/1/92	WY	Sublette	29N	108W	25			Segregated from Base Lease #WYW127749						P
								NE-NE	CABRITO 1-25	40	which is recorded at:		0.33333	0.26333	80	P
								NW-NE	CABRITO 2-25	40	92	198	0.33333	0.26333	40	P
								SE-NE	CABRITO 8-25	40			0.33333	0.26333	40	P
								SW-SW	CABRITO (SHB) 13-25	40			0.33333	0.26333	80	P
								NE-SW	CABRITO 11-25	40			0.33333	0.26333	80	P
								SW-NE	CABRITO 7-25	40			0.33333	0.26333	80	P
								NW-SW	NWSW 25-29N-108W	40			0.33333	0.26333	40	P
								SE-SW	SESW 25-29N-108W	40			0.33333	0.26333	40	P
WYW-141878	McMurry Oil Company		WY	Sublette	29N	108W	18			Segregated from Base Lease #WYW125948						P
								SE-SE	SESE 18-29N-108W	40	which is recorded at:		0.33333	0.26333	40	P
								SW-SE		40	88	371	0.33333	0.26333	40	P

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION							GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL	PROPERTY							
WYW-141879	McMurry Oil Company		WY	Sublette	29N	108W	29			Segregated from Base Lease #WYW125949						
								NW-NE	NWNE 29-29N-108W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 29-29N-108W	40	88	373	0.17333	0.13693	40	
								NW-SW	NWSW 29-29N-108W	40			0.17333	0.13693	40	
								SE-NW	SENW 29-29N-108W	40			0.17333	0.13693	40	
								SE-SW	SESW 29-29N-108W	40			0.17333	0.13693	40	
								NE-NW	STD HRS BT 3-29	40			0.17333	0.13693	80	
								SW-NW	STD HRS BT 5-29	40			0.17333	0.13693	80	
								SW-NE	STD HRS BT 7-29	40			0.17333	0.13693	80	
								NE-SW	STD HRS BT 11-29	40			0.17333	0.13693	80	
								SW-SW	STD HRS BT 13-29	40			0.17333	0.13693	80	
								NE-NE		40			0.17333	0.13693	40	
								SE-NE		40			0.17333	0.13693	40	
								SE-SE		40			0.17333	0.13693	40	
								SW-SE	STD HRS BT 15-29	40			0.06667	0.05267 BPO	80	
													0.17333	0.13693 APO	80	
WYW-141882	McMurry Oil Company		WY	Sublette	28N	109W	1			Segregated from Base Lease #WYW130232						
								NW-SE	NWSE 1-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								SE-SE	SESE 1-28N-109W	40	93	321	0.33333	0.26333	40	
								NE-SE	YELLOW POINT 1- 1	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 7- 1	40			0.33333	0.26333	80	
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	12			Segregated from Base Lease #WYW130730						
								NW-NE	NWNE 12-28N-109W	40	which is recorded at:		0.33333	0.26333	40	
								NW-NW	NWNW 12-28N-109W	40	94	461	0.33333	0.26333	40	
								NW-SE	NWSE 12-28N-109W	40			0.33333	0.26333	40	
								NW-SW	NWSW 12-28N-109W	40			0.33333	0.26333	40	
								SE-NE	SENE 12-28N-109W	40			0.33333	0.26333	40	
								SE-NW	SENW 12-28N-109W	40			0.33333	0.26333	40	
								SE-SE	SESE 12-28N-109W	40			0.33333	0.26333	40	
								SE-SW	SESW 12-28N-109W	40			0.33333	0.26333	40	
								NE-NE	YELLOW POINT 1-12	40			0.33333	0.26333	80	
								SW-NE	YELLOW POINT 7-12	40			0.33333	0.26333	80	
								NE-SE	YELLOW POINT 9-12	40			0.33333	0.26333	80	
								NE-SW	YELLOW POINT 11-12	40			0.33333	0.26333	80	
								SW-SW	YELLOW POINT 13-12	40			0.33333	0.26333	80	
								SW-SE	YELLOW POINT 15-12	40			0.33333	0.26333	80	
								NE-NW	YELLOW POINT 3-12	40			0.33333	0.26333	80	
								SW-NW	YELLOW POINT 5-12	40			0.33333	0.26333	80	

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

Exhibit A. List of Properties

LEASE/ Serial #	LESSEE	LEASE DATE	LEGAL DESCRIPTION						PROPERTY	GROSS ACREAGE	BOOK	PAGE	Working Interest	Certain Percentage (NRI)	40 or 80	Pref
			STATE	CNTY	Township	Range	Section	LEGAL								
WYW-141883	McMurry Oil Company		WY	Sublette	28N	109W	13				Segregated from Base Lease #WYW130730					
								NW-NE	NWNE 13-28N-109W	40	which is recorded at:		0.17333	0.13693	40	
								NW-NW	NWNW 13-28N-109W	40	94	461	0.17333	0.13693	40	
								NW-SE	NWSE 13-28N-109W	40			0.17333	0.13693	40	
								NW-SW	NWSW 13-28N-109W	40			0.17333	0.13693	40	
								SE-NE	SENE 13-28N-109W	40			0.17333	0.13693	40	
								SE-NW	SENW 13-28N-109W	40			0.17333	0.13693	40	
								SE-SW	SESW 13-28N-109W	40			0.17333	0.13693	40	
								NE-NW	YELLOW POINT 3-13	40			0.17333	0.13693	80	
								SW-NE	YELLOW POINT 7-13	40			0.17333	0.13693	80	
								NE-SW	YELLOW POINT 11-13	40			0.17333	0.13693	80	
								NE-NE	YELLOW POINT 1-13	40			0.17333	0.13693	80	
								SW-SW	YELLOW POINT 13-13	40			0.17333	0.13693	80	
								SW-NW	YELLOW POINT 5-13	40			0.17333	0.13693	80	
								NE-SE	YELLOW POINT 9-13	40			0.17333	0.13693	80	
WYW-57521	Dorothy M. Trommeter	2/1/77	WY	Sublette	28N	108W	4				81	86				
								NE-SW	JONAH FDRL 1-4	40			0.33333	0.26333	80	
								SW-SW	JONAH FDRL 2-4	40			0.33333	0.26333	80	
								NW-SE	JONAH FDRL 3-4	40			0.33333	0.26333	80	
								SE-SW	JONAH FDRL 14-4	40			0.33333	0.26333	80	
								NE-SE	JONAH FDRL 1-4X	40			0.33333	0.26333	80	
								NW-SW	NWSW 4-28N-108W	40			0.33333	0.26333	40	
								SW-SE	SWSE 4-28N-108W	40			0.33333	0.26333	80	
								SE-SE		40			0.33333	0.26333	40	

The oil and gas leases set forth herein may cover additional lands not described herein. It is the intent of the parties that this document applies insofar and only insofar as to the lands described under the "Legal Description" heading of this document.

Insofar and only insofar as the oil and gas leases underlying the properties cover those depths from the surface of the earth down to the base of the Mesa Verde Formation.

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305

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Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-132054

Lease Effective Date
(Anniversary Date)
04/01/94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Donald B. Anderson Ltd.
   Street 6400 South Fiddler's Green Circle, Suite 1750
   City, State, ZIP Code Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. Section 17: SE/4SW/4, TR 37-40, 44-52, 55-58 Section 21: Lots 2, 4, 5 and metes and bounds description on Exhibit "A" Section 22: NW/4, N/2SW/4, SE/4SW/4 Section 23: NE/4NW/4, NE/4SE/4, S/2SE/4 Section 28: Metes and bounds description on Exhibit "A" Sublette County, Wyoming Containing 653.11 acres, more or less. **291996**	100%	100%	- 0 -	- 0 -	- 0 -

RECORDED Aug 16 02 10:45AM
IN BOOK 122 046 PAGE 306
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Oaten

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Joseph C. Anderson as Manager of Windward Limited Liability Company this 3RD day of March, 1997.

WITNESS my hand and official seal.

My commission expires:

July 17, 1999

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 3RD day of MARCH, 19 97, effective April 1, 1995.

Name of Assignor as shown on current lease Windward Limited Liability Company
Please type or print

Assignor or Joseph C. Anderson (Signature) Manager

(Signature)

6400 South Fiddler's Green Circle, Suite 1750
(Assignor's Address)

Englewood, CO 80111
(City) (State) (Zip Code)

Executed this 3RD day of MARCH, 19 97

Assignee Donald B. Anderson Ltd.
or Joseph C. Anderson, (Signature) Partner

(Signature)

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

EXHIBIT "A"

That portion of the bed of the Green River riparian to Lots 2, 4, 5, Section 21, T 29 N, R 111 W, 6th Prin Mer, Wyoming.

Beginning at the meander corner of Secs 16 and 21, T 29 N, R 111 W., on the right bank of the Green River, thence with meanders downstream through Sec 21. S. 12 degrees W., 9.00 chains; thence S. 41½ degrees W., 23.00 chains; thence S. 36 degrees W., 16.00 chains; thence S. 89 degrees W., 5.00 chains; thence N. 55½ degrees W., 10 chains; thence S. 73 degrees W., 4.00 chains to the intersection of Lots 3 and 4, Section 21; thence S. 2.00 chains to the medial line of the river; thence S. 69 degrees E. 14.00 chains upstream on the medial line; thence N. 39 degrees E. 40.00 chains; thence N. 15.00 chains; thence N. 63 degrees W. 2.00 chains on a line perpendicular to the meander corner of Secs 16 and 21, the point of beginning. Containing 39.53 Acres more or less.

That portion of the bed of the Green River riparian to Lot 5, Section 28, T 29 N, R 111 W, 6th Prin Mer, Wyoming.

Beginning at the intersection between Lots 3 and 5, Sec 28 on the right bank of the Green River; thence with the meanders downstream S. 13½ degrees E., 5.00 chains; thence S. 13 degrees E. 3.50 chains; thence S 4½ degrees W. 13.00 chains to the intersection of the lot line between Lots 5 and 8, Sec 28; thence N. 84½ degrees E. 6.50 chains on a line perpendicular to the medial line of the river; thence N. 4½ degrees W., 4.00 chains upstream on the medial line; thence 15 degrees 26' W., 18.25 chains; thence S. 67 degrees W., 2.50 chains distance on a line perpendicular to the intersection of Lots 3 and 5 the point of beginning. Containing 8.66 Acres more or less.

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

291997

Book 122 O+G 20021045
IN BOOK 122 O+G PAGE 309
FEES $ 38.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Scott

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of certain overriding royalty interests and/or record title interests in the lease described as follows ("subject lease"):

Bureau of Land Management Lease WYW-143046
Dated October 1, 1997
Covering Township 31 North, Range 109 West, 6th P.M.
Section 4: Lots 1 and 2, S/2NE/4, SE/4 (also described as E/2)
Section 9: N/2NE/4, SW/4NE/4, NW/4SE/4, SE/4NE/4, NE/4SE/4, excluding 4 acres in Reservoir Right-of-Way WYW-020645
Section 21: Lots 2,6 and 9, SW/4NW/4, NE/4SE/4, S/2SE/4, Lot 3, NW/4NW/4, excluding 3 acres in Reservoir Rights-of-Way WYW-020645 and WYW-02438
Section 22: SW/4
Section 27: W/2NE/4, W/2, SE/4
Section 34: N/2, E/2SW/4, SE/4
Sublette County, Wyoming

And

WHEREAS, by Assignment of Record Title Interest dated October 29, 1998 and approved effective December 1, 1998, Ultra Resources, Inc. assigned to Lance Oil and Gas Company, Inc. 15% of its 100% retaining 85%.

WHEREAS, by Assignment of Overriding Royalty dated January 29, 1999, Ultra Resources assigned to the following parties the overriding royalty interests set out herein opposite the name of each party in and to the subject lease:

Gasconade Oil Company	1.6666666%
The Roy Dubitzky Trust	1.6666667%
Riggs Oil & Gas Corporation	1.6666667%

WHEREAS, by Transfer of Operating Rights dated September 14, 1999 and approved effective October 1, 1999, Ultra Resources, Inc. assigned to Green River Petroleum (USA), Inc. 17% retaining 68%.

WHEREAS, by Transfer of Operating Rights dated October 18, 2000 and approved effective December 1, 2000, Green River Petroleum (USA), Inc. assigned to Williams Production Rocky Mountain Company all of its 17%.

WHREAS, based on the timing of the above-mentioned instruments, it is unclear how the overriding royalty burden is to be borne by the working interest owners.

NOW, THEREFORE, the undersigned, in consideration of Ten Dollars ($10.00), the mutual assignments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over each party unto the other parties hereto, and do stipulate and agree amongst themselves, and if necessary, cross-assign to each other, their interests in the subject lease in such a manner that the overriding royalty interests (referred to as "ORI" in the tabulation below) and record title interests (referred to as "WI" in the tabulations below) are owned as follows and the override burdens on the record title interest are as set out below by notation:

The Roy Dubitzky Trust
6663 S. Prescott Way
Littleton, CO 80120 — 1.6666667% ORI

Riggs Oil and Gas Corporation
P O Box 711
Farmington, NM 87499 — 1.6666667% ORI

Gasconade Oil Company
633 17th Street Suite 1650
Denver, CO 80202 — 1.666666% ORI

Ultra Resources, Inc.
304 Inverness Way South Suite 295
Englewood, CO 80112 — 68% WI

Lance Oil and Gas Company
12200 North Pecos Street
Denver, CO 80234 — 15% WI

Williams Production Rocky Mountain Company — 17% WI
One Williams Center
Tulsa, OK 74172

THIS INSTRUMENT may be executed in Counterparts with the same effect as if all parties had executed one instrument and is binding on the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OIL AND GAS LEASE on the date and year appearing in the Acknowledgement for each of the undersigned, but to be effective as of March 1, 1994.

ULTRA RESOURCES, INC.

BY: Robin Benko
Robin Benko Attorney-in-fact

ROY H DUBITZKY TRUST DATED JUNE 28, 1986

BY: Roy H Dubitzky Trustee 5/17/02
Roy H Dubitzky, Trustee

RIGGS OIL AND GAS COPRORATION.

BY: _____

GASCONADE OIL COMPANY

BY: _____

The Roy Dubitzky Trust
6663 S. Prescott Way
Littleton, CO 80120 — 1.6666667% ORI

Riggs Oil and Gas Corporation
P O Box 711
Farmington, NM 87499 — 1.6666667% ORI

Gasconade Oil Company
633 17th Street Suite 1650
Denver, CO 80202 — 1.666666% ORI

Ultra Resources, Inc.
304 Inverness Way South Suite 295
Englewood, CO 80112 — 68% WI

Lance Oil and Gas Company
12200 North Pecos Street
Denver, CO 80234 — 15% WI

Williams Production Rocky Mountain Company — 17% WI
One Williams Center
Tulsa, OK 74172

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ULTRA RESOURCES, INC.

BY: Robin Benko
Robin Benko Attorney-in-fact

ROY H DUBITZKY TRUST DATED JUNE 28, 1986

BY: _____
Roy H Dubitzky, Trustee

RIGGS ~~OIL~~ AND GAS COPRORATION.

BY: _____

GASCONADE OIL COMPANY

BY: _____

The Roy Dubitzky Trust
6663 S. Prescott Way
Littleton, CO 80120 — 1.6666667% ORI

Riggs Oil and Gas Corporation
P O Box 711
Farmington, NM 87499 — 1.6666667% ORI

Gasconade Oil Company
633 17th Street Suite 1650
Denver, CO 80202 — 1.666666% ORI

Ultra Resources, Inc.
304 Inverness Way South Suite 295
Englewood, CO 80112 — 68% WI

Lance Oil and Gas Company
12200 North Pecos Street
Denver, CO 80234 — 15% WI

Williams Production Rocky Mountain Company
One Williams Center
Tulsa, OK 74172 — 17% WI

THIS INSTRUMENT may be executed in Counterparts with the same effect as if all parties had executed one instrument and is binding on the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OIL AND GAS LEASE on the date and year appearing in the Acknowledgement for each of the undersigned, but to be effective as of March 1, 1994.

ULTRA RESOURCES, INC.

BY: Robin Benko
Robin Benko Attorney-in-fact

ROY H DUBITZKY TRUST DATED JUNE 28, 1986

BY: _____
Roy H Dubitzky, Trustee

RIGGS OIL AND GAS COPRORATION.

BY: _____

GASCONADE OIL COMPANY

BY: W. Clifton Arbuckle, Pres.

ATTEST:

By: _____
Vance S. Blalock
Assistant Secretary

LANCE OIL & GAS COMPANY, INC.

By: _____
John C. Walter
Executive Vice President

TAXPAYER ID: 84-1437986

LANCE OIL & GAS COMPANY, INC.
12200 N. Pecos Street
Denver, CO 80234-3439

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Roy H. Dubitzky, Trustee of the Roy H. Dubitzky Trust.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Elliott Riggs** on behalf of **Riggs Oil and Gas orporation**.

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

LANCE OIL AND GAS COMPANY

BY:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

BY:_____

Dorsey Roach
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Roy H. Dubitzky, Trustee of the Roy H. Dubitzky Trust.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Elliott Riggs** on behalf of **Riggs Oil and Gas orporation**.

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

LANCE OIL AND GAS COMPANY

BY:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

BY:_____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 8th day of May, 2002, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

4·10·06
(Seal if any)

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki M. Smaldone
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 17th day of May, 2002, by **Roy H. Dubitzky, Trustee of the Roy H. Dubitzky Trust.**

My Commission expires:

6-29-03
(Seal if any)

W. Clifton Arbuckle
Notary Public
W. Clifton Arbuckle

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by **Elliott Riggs** on behalf of **Riggs Oil and Gas orporation**.

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

LANCE OIL AND GAS COMPANY

BY:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

BY:_____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **Roy H. Dubitzky, Trustee of the Roy H. Dubitzky Trust.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF ~~COLORADO~~ N.M.)
) ss.
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 31st day of May, 2002, by **Elliott Riggs** on behalf of **Riggs Oil and Gas orporation**.

My Commission expires:

8-20-05

(Seal if any)

LeAnn Fouts
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 20th day of May, 2002, by **W. Clifton Arbuckle** on behalf of **Gasconade Oil Company.**

My Commission expires:

12/15/2003

(Seal if any)

Notary Public
Wesley W. Lilley

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by _____ on behalf of **Lance Oil Company**.

My Commission expires:

_____

(Seal if any)

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by _____ on behalf of **Williams Production Rocky Mountain Company**.

My Commission expires:

_____

(Seal if any)

Notary Public

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **W. Clifton Arbuckle** on behalf of **Gasconade Oil Company.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 18th day of July, 2002, by John C. Walter on behalf of **Lance Oil Company**.

My Commission expires:

July 23, 2003
(Seal if any)

Lynorah M Carter
Notary Public
12200 N. Pecos St.
Denver CO 80234

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by _____ on behalf of **Williams Production Rocky Mountain Company**.

My Commission expires:

_____
Notary Public

_____
(Seal if any)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by **W. Clifton Arbuckle** on behalf of **Gasconade Oil Company.**

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by _____ on behalf of **Lance Oil Company**.

My Commission expires:

_____
Notary Public

_____
(Seal if any)

STATE OF ~~COLORADO~~ Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 21st day of May, 2002, by Darsey Roach, Attorney-in-fact on behalf of **Williams Production Rocky Mountain Company**.

My Commission expires:

Layla D. Croff
Notary Public

March 4, 2005
(Seal if any)

32D

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
)ss **291998**
COUNTY OF SUBLETTE)

RECORDED Aug 6 2002 10:45 AM
IN BOOK 122 O+G PAGE 320
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership, hereinafter referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, H-236, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Daniel #2-16, located in the NWNE (2150 feet fel and 460 feet fnl) of Section 16, Township 33 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and covered by that certain State of Wyoming Oil and Gas Lease 93-00133, effective April 2, 1993, hereinafter referred to as the "Lease", between the State of Wyoming, as Lessor, and Shama Zoe Limited Partnership, as Lessee.

For like consideration Shama Zoe sells, transfers, and assigns to Pannonian all of Shama Zoe's interest in all equipment set forth on Exhibit "A", attached hereto and made a part hereof.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the State of Wyoming or other landowner(s). Pannonian, as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

It is understood and agreed that Pannonian is taking over the Well Bore pursuant to and subject to Assignment and Bill of Sale of Well Bore dated effective January 4, 1999, from Ultra Resources, Inc. and Ultra Petroleum (USA) Inc. to Shama Zoe Limited Partnership, d/b/a Alpine Gas Company, as recorded in Book 110 O&G, Page 591, of the records of Sublette County, Wyoming.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED on the 12th day of July, 2002 and effective for all purposes as of May 1, 2002

SHAMA ZOE LIMITED PARTNERSHIP

By: Gilman A. Hill
Gilman A. Hill, General Partner

PANNONIAN ENERGY INC.

By:

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2002, personally appeared Michael Decker, as VP & COO of Pannonian Energy Inc., a Delaware corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its VP & COO and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Suzanne Wright, Notary Public

My Commission Expires: January 18, 2006

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2002, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a Colorado Partnership.

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

JoAnn Sarver, Notary Public

My Commission Expires: November 21, 2002

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

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EXHIBIT "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale of Well Bore, effective May 1, 2002, by and between Shama Zoe Limited Partnership and Pannonian Energy Inc.

ASSIGNED PREMISES

WELL: Daniel #2-16 (well bore only)
Township 33 North, Range 111 West, Section 16: NWNE
Sublette County, Wyoming

SALVAGE VALUE OF EQUIPMENT: DANIEL #2-16

EQUIPMENT:	Production Tubing	11,862 feet @3.00/ft	$35,586.00
	*Wellhead Christmas Tree	50% of Cost($21,935.55)	$10,967.78

* SEE ATTACHED EXHIBIT 'A" PAGE 2

EXHIBIT "A" (PAGE 2)

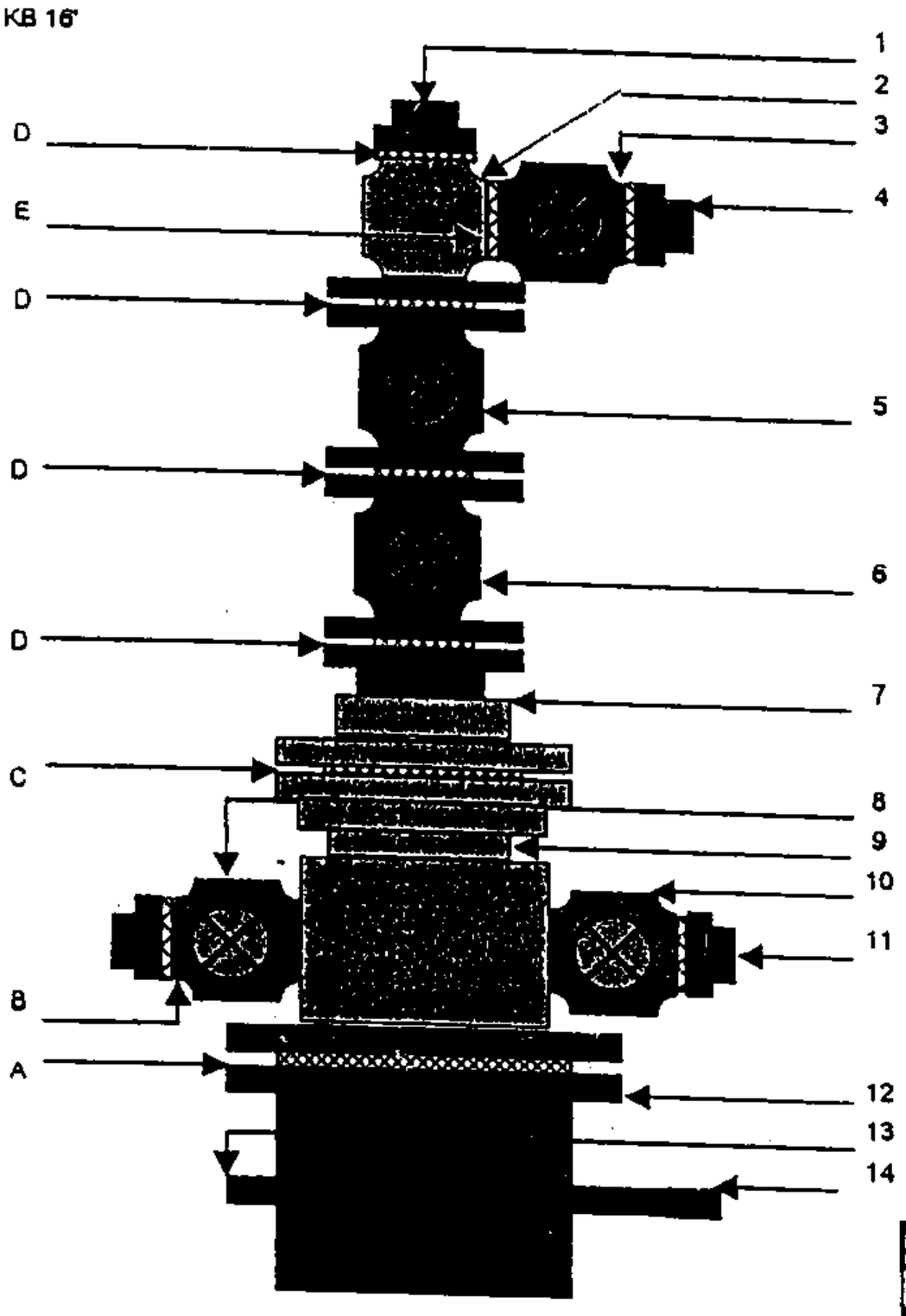
Attached hereto and made a part of that certain Assignment and Bill of Sale of Well Bore, effective May 1, 2002, by and between Shama Zoe Limited Partnership and Pannonian Energy Inc.

10000# Tree Diagram Daniel 2-16

Sec. 16, T33N, R111W

Org. KB Elev. 7355'
GL Elev. 7339'
KB 16'

Date: 10/08/98
API #: 49-035-21629



Tree Description			
#	Description	Size	PSI
	FMC 2 7/8 Tree Cap	2 9/16	10,000
(2)	FMC Tee	2 9/16	10,000
	FMC Wing Valve	1 13/16	10,000
	2" LP Flange	1 13/16	10,000
	FMC Tree Valve	2 9/16	10,000
	FMC Tree Valve	2 9/16	10,000
	FMC Adaptor Spool	2 9/16	10,000
		7 1/16	10,000
	FMC Csg. Valve	1 13/16	10,000
	FMC Tbg. Spool	7 1/16	10,000
		11	5,000
	FMC Csg. Valve	1 13/16	10,000
	2" LP Flange	2	5,000
	FMC Csg. Head	11	5,000
13	Bull Plug	2	5,000
14	Ball Valve	2	5,000

Flange Description			
#	Description	PSI	Gasket
A	Csg. Head/Tbg. Spool	5,000	R-54
B	1 13/16 Csg. Valve Flange	10,000	BX-151
C	7 1/16 Adaptor Spool	10,000	BX-156
D	2 1/16 Tree Valve Flange	5,000	BX-152
E	1 13/16 Wing Valve Flange	10,000	BX-151

ASSIGNMENT AND BILL OF SALE OF WELL BORE

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

291999

Aug. 16 2002 10:45
IN BOOK 128 O+G PAGE 324
FEES $ 14.00 COUNTY CLERK
SUBLETTE C WYOMING
By Cathy

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shama Zoe Limited Partnership,a/k/a Shama Kafar Limited Partnership, hereinafter referred to as "Shama Zoe", whose address is 7128 S. Poplar Lane, Englewood, Colorado 80112, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto Pannonian Energy Inc., hereinafter referred to as "Pannonian", whose address is 14 Inverness Drive East, H-236, Englewood, Colorado 80112, all of Shama Zoe's right, title, and interest in and to that certain well bore, hereinafter referred to as "Well Bore", known as the Billy #33-16, located in the NWSE (1980 feet fsl and 1980 feet fel) of Section 16, Township 31 North, Range 111 West, 6th P.M., Sublette County, Wyoming, and covered by that certain State of Wyoming Oil and Gas Lease 89-00646, effective October 2, 1989, hereinafter referred to as the "Lease", between the State of Wyoming, as Lessor, and Shama Kafar Limited Partnership, as Lessee.

For like consideration Shama Zoe sells, transfers, and assigns to Pannonian all of Shama Zoe's interest in all equipment set forth on Exhibit "A", attached hereto and made a part hereof.

This Assignment is made expressly subject to and Pannonian's rights are governed by the above described Lease and other instruments of record affecting the lands on which the Well Bore is located.

Pannonian agrees, by accepting this Assignment, to be responsible for and shall indemnify and hold Shama Zoe harmless from any duties, liabilities, losses, damages, costs or expenses arising out of, or relating to, the ownership, development, operation and abandonment of the Well Bore which are incurred or suffered subsequent to the Effective Date. Shama Zoe shall remain responsible to the extent it is currently liable for any duties, liabilities, losses, costs or expenses, arising out of, or relating to, the ownership, development and operation of the Well Bore which were incurred or suffered prior to the Effective Date. It is further understood and agreed that Pannonian shall assume all responsibility for the Well Bore, including the obligation to properly plug, at its sole risk and expense, the same upon abandonment and restore the surface of the land and any cleanup, in accordance with the applicable rules and regulations of governmental agencies having jurisdiction and to the satisfaction of the State of Wyoming or other landowner(s). Pannonian, as part of the consideration for this conveyance, hereby fully releases and discharges Shama Zoe, its successors, assigns, employees, and agents from, and agrees to defend, indemnify and hold Shama Zoe, its successors, assigns, employees, and agents harmless from and against, any loss, liability, claim, demand, damage, judgment, fine, expense (including attorney's fees) or cause of action of every kind and nature which may arise or grow out of the Well Bore after the Effective Date, including, but not limited to, plugging and abandonment of the Well Bore; restoration of the surface, removal of any equipment hereby conveyed as may be required by law, regulation or the applicable lease; personal injury or death of any person or persons; and damage to any property, including any contamination or pollution on the real property or in any subsurface area of the real property where the Well is located, caused by or in any manner connected with the ownership, possession, use, condition or installation of said Well.

It is understood and agreed that Pannonian is taking over the Well Bore pursuant to and subject to Assignment and Bill of Sale dated November 17, 1997, but effective as of October 1, 1997, at 7:00 a.m. local time, Sublette County, Wyoming, from Chevron U.S.A. Production Company to Shama Zoe Limited Partnership, as recorded in Book 106 O&G, Page 229, of the records of Sublette County, Wyoming.

As part of the consideration for the execution and delivery of this instrument by Shama Zoe, Pannonian agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence such agreement.

The terms of this Assignment and Bill of Sale of Well Bore shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is made without warranty of title, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, condition or safety of the Well Bore, compliance with regulatory and environmental requirements or otherwise.

EXECUTED on the 12th day of July, 2002 and effective for all purposes as of May 1, 2002

SHAMA ZOE LIMITED PARTNERSHIP,
A/K/A SHAMA KAFAR LIMITED PARTNERSHIP

By: Gilman A. Hill
Gilman A. Hill, General Partner

PANNONIAN ENERGY INC.

By:

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2002, personally appeared Michael Dober, as Exec VP & COO of Pannonian Energy Inc., a Delaware corporation, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Exec VP & COO and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Suzanne Wright
Suzanne Wright, Notary Public

My Commission Expires: January 18, 2006

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public, in and for said State, on this 12th day of July, 2002, personally appeared Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership, a/k/a Shama Kafar Limited Partnership, a Colorado Partnership.

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

JoAnn Sarver
JoAnn Sarver, Notary Public

My Commission Expires: November 21, 2002

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

325

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EXHIBIT "A"

Attached hereto and made a part of that certain Assignment and Bill of Sale of Well Bore, effective May 1, 2002, by and between Shama Zoe Limited Partnership and Pannonian Energy Inc.

ASSIGNED PREMISES

WELL: Billy #33-16 (well bore only)
Township 31 North, Range 111 West, Section 16: NWSE
Sublette County, Wyoming

EQUIPMENT:

1. Approximately 10,553 feet of 2 3/8", 4.7#, EUE, 8 RD, P-110 tubing
2. One production tree, 5000 psi maximum working pressure

DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT

THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS. PRODUCTS AND PROCEEDS OF THE TRUST ESTATE ARE ALSO COVERED. THIS INSTRUMENT COVERS FIXTURES IN WHICH GRANTOR OWNS AN INTEREST. THIS INSTRUMENT CONTAINS AN ASSIGNMENT OF RENTS AND LEASES. THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY AND FUTURE ADVANCE PROVISIONS.

FROM

WILLIAMS GAS PROCESSING COMPANY,
a Delaware corporation, having an
address of P.O. Box 3102,
Tulsa, Oklahoma 74101,
as Grantor

TO

CHRIS LYONS,
having an address of
1200 Smith Street, Suite 2000,
Houston, Texas 77002,
as Trustee

FOR THE BENEFIT OF

CITIBANK, N.A.,
having an address of 399 Park Avenue
New York, New York 10043,
AS COLLATERAL TRUSTEE,

AND THE FINANCIAL INSTITUTIONS

August 8, 2002

****

RECORDED DOCUMENT SHOULD BE RETURNED TO:

292116

BRACEWELL & PATTERSON, L.L.P.
711 Louisiana, South Tower Pennzoil Place, Suite 2900
Houston, Texas 77002
Attn: Garrett B. Spear-Smith

RECORDED Aug. 9 2002 11:55AM
IN BOOK 122 046 PAGE 327
FEES $ 808.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Houston\1453616.2

DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT (this "*Deed of Trust*") is executed and delivered by WILLIAMS GAS PROCESSING COMPANY, a Delaware corporation ("*Grantor*") to CHRIS LYONS ("*Trustee*") (or any successor or substitute appointed and designated as herein provided from time to time acting hereunder, being referred to herein as "Trustee") for the benefit of CITIBANK, N.A., as Collateral Trustee under the Collateral Trust Agreement ("Collateral Trustee") and the Financial Institutions (for purposes of this Deed of Trust, the Collateral Trustee and the Financial Institutions shall be known collectively as "*Beneficiary*").

PRELIMINARY STATEMENTS

A. The Company and/or its Subsidiaries have entered into multiple financing transactions, which financing transactions are governed by the credit and security documents more fully described in Schedule II hereto (such documents being collectively referred to herein, as the same may be amended and modified from time to time, as the "Credit Documents"). The agents, lenders and financial institutions party to such financial transactions are collectively referred to herein as the "Financial Institutions".

B. The Company, several of its Subsidiaries, and Collateral Trustee entered into a Collateral Trust Agreement dated as of July 31, 2002 (the "Collateral Trust Agreement"), which provides for certain collateral to be held by Collateral Trustee for the benefit of the Financial Institutions.

C. It is a condition to certain transactions under the Credit Documents that Grantor shall have executed and delivered this Deed of Trust.

D. The Company is the principal financing entity for all capital requirements of certain of its Subsidiaries, and from time to time the Company has made capital contributions and advances to certain of its Subsidiaries, including Grantor. Grantor is a wholly owned Subsidiary of the Company and will derive substantial direct or indirect benefit from the transactions contemplated by the Credit Documents.

AGREEMENT

NOW, THEREFORE, Grantor hereby delivers this Deed of Trust to Trustee in favor of and for the benefit of Beneficiary in accordance with the terms and conditions below.

ARTICLE 1
DEFINITIONS; INTERPRETATION

1.1 "*Accounts*" means "accounts" as that term is defined in the UCC.

1.2 "*Agreed Exceptions*" means those deficiencies to Grantor's title described on Exhibit B to this Deed of Trust.

1.3 "*Applicable Law*" or "*Applicable Laws*" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over Grantor, the Company, Beneficiary, the Trust Estate or any of the Credit Documents, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to Grantor, the Company, Beneficiary, the Trust Estate or the Credit Documents.

1.4 "*Asset*" or "*property*" (in each case, whether or not capitalized) has the meaning set forth in the New Credit Agreement.

1.5 "*Assigned Books and Records*" means any and all of Grantor's Books and Records relating to the Midstream Assets or any other portion of the Trust Estate but which excludes Grantor's Books and Records which relate exclusively to organizational or governance proceedings of Grantor.

1.6 "*Books and Records*" means all documents instruments, papers, books, records, books of account, files and data (including customer and supplier lists), catalogs, brochures, sales literature, promotional material, certificates and other documents used in or associated with the ownership or operation of the Midstream Assets or any other portion of the Trust Estate, including without limitation financial statements, ledgers, minute books, operating data and environmental studies and plans.

1.7 "*Borrower*" means the borrower or borrowers under any one or more of the Credit Documents.

1.8 "*Company*" means The Williams Companies, Inc., a Delaware corporation.

1.9 "*Contracts*" means all contracts to which Grantor now is, or hereafter will be, bound, or a party, beneficiary or assignee, and all exhibits, schedules and other attachments to such contracts, as the same may be amended, supplemented or otherwise modified or replaced from time to time.

1.10 "*Credit Documents*" has the meaning set forth in the Preliminary Statements to this Deed of Trust.

1.11 "*Data*" means all (a) engineering and other technical data, summaries, reports, drawings and maps, whether written or in electronically reproducible form, that are in the possession of Grantor and that relate to any other portion of the Trust Estate; and (b) all other books, records, files and magnetic tapes containing financial, title or other information that are in the possession of Grantor and relate to, are necessary for, or are used or held for use in connection with any other portion of the Trust Estate.

1.12 "*Default Rate*" shall mean the highest interest rate permissible under Applicable Law of the jurisdiction where the Land is located.

1.13 "*Default Event*" has the meaning set forth in Section 4.1 of this Agreement.

1.14 "*Financial Institutions*" has the meaning set forth in the Preliminary Statements to this Deed of Trust.

1.15 "*Fixtures*" means any fixture or fixtures now or hereafter owned or leased by Grantor, or in which Grantor holds or acquires any other right, title or interest, constituting "fixtures" under the UCC or that is considered a "fixture" under the law of the state in which such property is located. "Fixtures" as used in this Deed of Trust includes, but shall not be limited to, the Fixture Operating Equipment, all pipe that comprises part of a pipeline system owned by Grantor, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, including all improvements thereon and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto together with all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, and accessions of any of the foregoing.

1.16 "*Fixture Operating Equipment*" means any equipment related to or used in connection with the operation of fixtures, including, without limitation, the items described in the first sentence of the definition of Operating Equipment (as hereinafter defined), which as a result of being incorporated into realty or structures or improvements located therein or thereon, with the intent that they remain there permanently, constitute fixtures under the laws of the state in which such equipment is located.

1.17 "*General Intangibles*" means all general intangibles now or hereafter owned by any Grantor, or in which any Grantor holds or acquires any other right, title or interest, constituting "general intangibles" or "payment intangibles" under the UCC, including, but not limited to, all trademarks, trademark applications, trademark registrations, trade names, fictitious business names, business names, company names, business identifiers, prints, labels, trade styles and service marks (whether or not registered), trade dress, including logos and/or designs, copyrights, patents, patent applications, or goodwill of any Grantor's business symbolized by any of the foregoing, trade secrets, license rights, license agreements, permits, franchises, and any rights to tax refunds to which any Grantor is now or hereafter may be entitled.

1.18 "*Governmental Authority*" shall mean any government, department, ministry, commission, board, bureau, agency, regulatory authority, instrumentality of any government (central, federal, state, municipal or local), judicial, legislative or administrative body, domestic or foreign, having jurisdiction over the matter or matters in question.

1.19 "*Hazardous Substance*" shall have the meaning set forth in the New Credit Agreement.

1.20 "*Hazardous Waste*" shall have the meaning set forth in the New Credit Agreement.

1.21 "*Hydrocarbons*" means oil, gas, coal seam gas, coalbed methane, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, and all other liquid and gaseous hydrocarbons produced or to be produced in conjunction therewith from a well bore and all products, by-products, and other substances derived therefrom or the processing thereof, and all

other minerals and substances produced in conjunction with such substances, including sulfur, geothermal steam, water, carbon dioxide, helium, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.22 "*Indemnified Parties*" means Trustee and the Financial Institutions, together with each of their respective shareholders, directors, officers, agents, advisors and employees.

1.23 "*Intellectual Property*" means all of any of Grantor's right, title and interest in patents, copyright registrations, trademark and service mark registrations, applications for any of the foregoing, and whether or not registered, all designs, copyrights, trademarks, service marks, trade names, secret formulae, trade secrets, secret processes, computer programs, and confidential information, including all rights to any such property which is owned by and licensed from others and any goodwill associated with any of the above to the extent necessary for, used or held for use in connection with, relating to or for the benefit of Grantor or the Trust Estate.

1.24 "*Land*" means the real property (including any buildings and improvements located thereon) (i) particularly described or referred to in the Exhibit A attached hereto or the descriptions of which are incorporated by reference to another instrument or document described or referred to in Exhibit A attached hereto, (ii) described or referred to, or covered by any Contract and (iii) covering or related to the Midstream Assets.

1.25 "*Leases*" means all leases or subleases covering the Land or any portion thereof now or hereafter existing or entered into.

1.26 "*Lien Rights*" means all liens and security interests in favor of Grantor, whether choate or inchoate, under any law, rule or regulation or under any of the Contracts or otherwise arising from such Grantor's ownership or operation of any Trust Estate.

1.27 "*Material Adverse Effect*" means (i) a material adverse effect on the Trust Estate, Grantor's ability to use the affected Trust Estate for the intended purpose of such Trust Estate, and/or the value of the Trust Estate, or (ii) a material adverse effect on Grantor's ability to perform its obligations under this Deed of Trust and the other Credit Documents.

1.28 "*Midstream Assets*" has the meaning set forth in the New Credit Agreement.

1.29 "*New Credit Agreement*" means that certain Credit Agreement dated as of July 31, 2002 (as amended, modified, supplemented or restated from time to time), by and among the Company together with Citibank, N.A., as agent and collateral agent, Bank of America N. A. as syndication agent, Citibank, N.A. and Bank of America N.A. as issuing bank, and Salomon Smith Barney Inc. as L/C Arranger, providing for the extension of credit and the issuance of Letters of Credit.

1.30 "*Obligors*" means, collectively, the Borrowers and all other Persons who guarantee or otherwise are liable for any portion of the Secured Obligations.

1.31 "*Operating Equipment*" shall mean all personal property, surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or

hereafter located on or under or affixed to any of the Lands, the Pipeline, the Pipeline Servitudes or now or hereafter used, held for use in connection with the exploration, development and operation of the Lands, the Pipeline, the Pipeline Servitudes, the Midstream Assets and the treatment, storage, processing or transportation of Hydrocarbons, including, without limitation, all oil wells, gas wells, water wells, injection wells, gas processing plants, casing, tubing, rods, pumps, pumping units and engines, christmas trees, derricks, separators, gun barrels, flow lines, tanks, tank batteries, gas systems (for gathering, treating, compression, disposal or injection), chemicals, solutions, water systems (for treating, disposal and injection), pipe, pipelines, meters, apparatus, boilers, compressors, liquid extractors, connectors, valves, fittings, power plants, poles, lines, cables, wires, transformers, starters and controllers, machine shops, tools, machinery and parts, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, fixtures, and other appurtenances, appliances and property of every kind and character, movable or immovable, together with all improvements, betterments and additions, accessions and attachments thereto and replacements thereof. Without limiting the generality of the foregoing, the "Operating Equipment" shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that such items no longer remain personalty under the laws of the state in which such equipment is located.

1.32 "*Personal Property*" means any portion of the property comprising the Trust Estate that is considered personal property under the law of the state in which such property is located such that the security interest granted by Grantor to Collateral Trustee for the benefit of Beneficiary attaches to such property.

1.33 "*Pipelines*" means the pipeline gathering system or systems and all of the accessories or component parts thereto, whether or not particularly described herein, constructed for the transmission of Hydrocarbons, and includes without limitation, all casings surrounding any piping, all casing seals, casing insulators and casing vents, and all joints, connections or phalanges, and all compressor, tank and pump sites, pipe, pipe racks, pumps, engines, compressors, compressor stations, block valves, heaters, measurement and pigging facilities, tanks, and all markers, including caution signs, aerial markers, navigable waterway marks, mile posts, and ground markers, and all cathodic protection test stations, and all surface or underground facilities, and all fences, and all valves, meters, pressure gauges and other gauges, and all interconnections with other pipelines, and all side valves, blowdown valves, mainline valves, and all test leads, and all materials or component parts of any portion of the Pipelines or the above-described component parts as presently existing or as hereafter existing whether as a result of repair, replacement or addition and whether attached to, incorporated with the Pipelines or used in connection with the Pipelines insofar as Grantor has any right, title or interest in the such repairs, replacements or additions.

1.34 "*Pipeline Servitudes*" means any and all permits, servitudes, rights of way, easements, licenses and similar devices, whether now existing or hereafter arising, for the construction, maintenance and operation of the Midstream Assets, including those pipelines and pipeline systems described on Exhibit A attached hereto.

1.35 "*Proceeds*" means "proceeds" as that term is defined in the UCC, and includes, but is not limited to, all proceeds of any or all of the Trust Estate, including without limitation (a)

any and all proceeds of, and all claims for, any insurance, indemnity, warranty or guaranty payable from time to time with respect to any of the Trust Estate, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trust Estate by any Governmental Authority (or any person acting under color of governmental authority), (c) all proceeds received or receivable when any or all of the Trust Estate is sold, exchanged or otherwise disposed, whether voluntarily, involuntarily, in foreclosure or otherwise, and (d) any and all other amounts from time to time paid or payable under or in connection with any of the Trust Estate.

1.36 "*Rents*" means all rents, issues, profits, royalties, income and other benefits derived from the property comprising the Trust Estate.

1.37 "*Secured Obligations*" shall have the meaning ascribed to such term in the Collateral Trust Agreement.

1.38 "*Trust Estate*" means (x) the Land, (y) with respect to the lien of this Deed of Trust, the following, to the extent each of subsections (b) through (p) relate to or are located in or upon the Land, and (z) with respect to the security interest granted to Beneficiary pursuant to this Deed of Trust, each of subsections (a) through (p) to the extent such property is capable of being encumbered by the security interest:

(a) the Land;

(b) the Rents;

(c) the Leases;

(d) the Fixtures;

(e) the Pipelines;

(f) the Hydrocarbons;

(g) the Midstream Assets;

(h) the Pipeline Servitudes;

(i) the Operating Equipment;

(j) the Assigned Books and Records;

(k) the Intellectual Property;

(l) the General Intangibles;

(m) the Lien Rights;

(n) the Accounts;

(o) the Data; and

(p) any other real, personal or mixed property owned by Grantor (x) which comprises a part of, is necessary for, is used or is held for use in connection with the Land, the Midstream Assets, the Pipelines, the Operating Equipment, or any other portion of the Trust Estate described in this Deed of Trust or (y) any of the foregoing acquired by any Grantor at any time after the date of this Deed of Trust.

1.39 "*UCC*" means, at any time, the Uniform Commercial Code in effect in the State of New York at that time.

1.40 INTERPRETATION. All other capitalized terms which are defined in the Collateral Trust Agreement, which are used in this Deed of Trust, and which are not otherwise defined herein shall have the meanings ascribed to such terms in the Collateral Trust Agreement. All meanings assigned to any defined terms used in this Deed of Trust, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust.

ARTICLE 2
CREATION OF SECURITY

2.1 **Granting Clause**.

(a) CONVEYANCE. In consideration of the advance or extension by Beneficiary of the funds or credit constituting the Secured Obligations, and as security for the prompt and complete payment and performance when due of all Secured Obligations, Grantor, by this Deed of Trust does hereby grant, convey, sell, transfer, and assign with a general warranty of title, for the uses, purposes and conditions hereinafter set forth all of such Grantor's right, title and interest in and to the Trust Estate unto Trustee, and to Trustee's successor or substitute or successors or substitutes trustee(s) IN TRUST WITH POWER OF SALE, to secure the payment and performance of the Secured Obligations for the benefit of Beneficiary.

(b) SECURITY INTEREST. For the same consideration and to further secure the Secured Obligations, Grantor hereby grants to the Collateral Trustee for the benefit of Beneficiary a security interest in and to all of Grantor's right, title and interest in and to the Trust Estate.

TO HAVE AND TO HOLD THE TRUST ESTATE, whether now owned or hereafter acquired, unto the Trustee for the benefit of Beneficiary, and his successors or substitutes IN TRUST and to his and their assigns forever, together with all and singular the rights and appurtenances

thereto in anywise belonging, to secure payment of the Secured Obligations and the performance of the covenants of Grantor contained in this instrument. Grantor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Trust Estate unto the Trustee and his successors or substitutes in this Trust, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof. A portion of the Secured Obligations has a stated maturity date of August 11, 2022.

2.2 **Assignment of Liens and Security Interests**. For the same consideration and to further secure the Secured Obligations, Grantor hereby assigns and conveys to Beneficiary for its benefit any security interests held by Grantor arising under any security agreement to which Grantor is a party and any Liens held by Grantor attributable to the interest of Grantor in the Hydrocarbons.

2.3 **Assignment of Rents and Leases**. Grantor hereby assigns, transfers, conveys and sets over to Beneficiary all of Grantor's estate, right, title and interest in, to and under the Leases, whether existing on the date hereof or hereafter entered into, together with any changes, extensions, revisions or modifications thereof and all rights, powers, privileges, options and other benefits of Grantor as the lessor under the Leases regarding the current tenants and any future tenants, and all the Rents from the Leases, including those now due, past due or to become due. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary, at any time and from time to time during the existence of a Default Event, to take possession and control of the applicable portions of the Trust Estate, pursuant to Grantor's rights under the Leases, to exercise any of Grantor's rights under the Leases, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Grantor or Beneficiary, for all of the Rents. The power of attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the payment of all sums due Beneficiary for all losses, costs, damages, fees and expenses whatsoever associated with the exercise of this power of attorney, and Grantor hereby releases Beneficiary from all liability (other than as a result of the gross negligence or willful misconduct of Beneficiary) whatsoever for the exercise of the foregoing power of attorney and all actions taken pursuant thereto. The consideration received by Grantor to execute and deliver this assignment and the liens and security interests created herein is legally sufficient and will provide a direct economic benefit to Grantor. It is intended by Grantor and Beneficiary that the assignment set forth herein constitutes an absolute assignment and not merely an assignment for additional security. Notwithstanding the foregoing, this assignment shall not be construed to bind Beneficiary to the performance of any of the covenants, conditions or provisions of Grantor contained in the Leases or otherwise to impose any obligation upon Beneficiary, and, so long no Default Event shall have occurred and be continuing, Grantor shall have a license, revocable by Beneficiary during the existence of a Default Event, to possess and control the Land and collect and receive all Rents. Upon a Default Event, such license shall be automatically revoked.

2.4 **Security for Obligations**. The Liens and other rights granted pursuant to Section 2.1 of this Deed of Trust secure, and the Trust Estate is security for, the prompt performance and payment in full in cash when due, whether at stated maturity, by acceleration or otherwise, of the Secured Obligations. Notwithstanding that the balance of the Secured Obligations may at certain times be zero and that no Secured Obligations may at certain times be outstanding, the Liens granted hereunder and this Deed of Trust shall remain in full force and

effect at all times and with the same priority until the payment in full in cash of the Secured Obligations and the expiration or termination of the Credit Documents.

2.5 **Limitation of Grant**. Notwithstanding any provision of the Credit Documents to the contrary, the grant of the Trust Estate made by Grantor and the obligations of Grantor under this Deed of Trust are limited to an aggregate transfer equal to the largest amount that would not render Grantor's grant and obligations under the Credit Documents subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.

2.6 **PRODUCTS AND PROCEEDS**. THE LIENS AND SECURITY INTERESTS GRANTED BY GRANTOR TO BENEFICIARY UNDER THIS DEED OF TRUST INCLUDE ALL PRODUCTS AND PROCEEDS OF THE TRUST ESTATE.

ARTICLE 3
REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1 **Representations and Warranties**. Subject to the provisions of the New Credit Agreement and any express exceptions contained therein, Grantor represents and warrants as follows:

(a) Grantor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and in good standing and qualified to do business in each jurisdiction where its ownership or lease of property or conduct of its business requires such qualification and where a failure to be qualified could reasonably be expected to cause a Material Adverse Effect.

(b) The execution, delivery, and performance by Grantor of this Deed of Trust and the other Credit Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby (a) are within such Grantor's powers, (b) have been duly authorized by all necessary action, (c) do not contravene (i) such Grantor's organizational and constitutional documents or (ii) any Applicable Law or Contract binding on or affecting such Grantor or its property, and (d) will not result in or require the creation or imposition of any Lien prohibited by the Credit Documents.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for (i) the due execution, delivery and performance by any Grantor of this Deed of Trust or any of the other Credit Documents to which any Grantor is a party or (ii) the consummation of the transactions contemplated thereby.

(d) This Deed of Trust and the other Credit Documents to which such Grantor is a party have been duly executed and delivered by such Grantor. Each Credit Document to which Grantor is a party is the legal, valid, and binding obligation of Grantor and is enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law affecting creditors' rights generally.

(e) Grantor has good, valid and indefeasible title to the Trust Estate free from all Liens, security interests or other encumbrances other than the Permitted Liens (as defined in the New Credit Agreement) and the Agreed Exceptions. The descriptions set forth in Exhibit A of the quantum and nature of the interests of Grantor in and to the Land include the entire interests of Grantor in the Land and are complete and accurate in all respects. There are no "back-in" or "reversionary" interests held by third parties which could reduce the interests of Grantor in the Land except as set forth on Exhibit A. No operating or other agreement to which Grantor is a party or by which Grantor is bound affecting any part of the Trust Estate requires Grantor to bear any of the costs relating to the Trust Estate greater than the leasehold interest of Grantor in such portion of the Trust Estate, except in the event Grantor is obligated under an operating agreement to assume a portion of a defaulting party's share of costs.

(f) All of the Contracts affecting any interest in the Land or the rest of the Trust Estate are valid, subsisting and in full force and effect, and Grantor has no knowledge that a default exists under any of the terms or provisions, express or implied, of any of such Contracts. All of the Contracts and obligations of Grantor that relate to the Land constitute legal, valid and binding obligations of Grantor. Neither Grantor nor, to the knowledge of Grantor, any other party to any such Contract (i) is in breach of or default, or with the lapse of time or the giving of notice, or both, would be in breach or default, with respect to any obligations under any such Contract, whether express or implied, or (ii) has given or threatened to give notice of any default under or inquiry into any possible default under, or action to alter, terminate, rescind or procure a judicial reformation of, any such Contract.

(g) All rentals and other payments due under or with respect to the Land have been properly and timely paid. All taxes have been properly and timely paid. All expenses payable under the terms of the Contracts have been properly and timely paid except for such expenses being contested in good faith by appropriate proceedings, and for which reserves shall have been made therefore and except for such expenses as are being currently paid prior to delinquency in the ordinary course of business. All of the proceeds from the sale of Hydrocarbons consummated for the benefit of Grantor are being properly and timely paid to the appropriate Grantor by the purchasers or other remitters of such proceeds without suspense.

(h) Except as expressly set forth in the New Credit Agreement, Grantor has not generated, used, stored, treated, transported, manufactured, handled, produced or disposed of any Hazardous Substance or Hazardous Waste, on or off the Trust Estate in any manner which at any time violates in any material respect any applicable Environmental Protection Statute or any license, permit, certificate, approval or similar authorization thereunder and the operations of Grantor comply in all material respects with all Environmental Protection Statute and all licenses, permits, certificates, approvals and similar authorizations thereunder.

(i) Except as expressly set forth in the New Credit Agreement, there has been no investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other Person nor is any pending or to the best of such

Grantor's knowledge threatened, with respect to any non-compliance with or violation of the requirements of any Environmental Protection Statute by any Grantor or the release, spill or discharge, threatened or actual, of any Hazardous Substance or Hazardous Waste or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Substance or Hazardous Waste or any other environmental, health or safety matter, which affects Grantor or their respective businesses, operations or assets or the Trust Estate.

(j) Grantor has no material liability (contingent or otherwise) in connection with a release, spill or discharge, threatened or actual, of any Hazardous Substance or Hazardous Waste or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Substance or Hazardous Waste.

(k) Grantor has all licenses, permits, certificates, approvals or similar authorizations required to be obtained or filed in connection with the operations of Grantor under any Environmental Protection Statute and all of such licenses, permits, certificates, approvals or similar authorizations are valid and in full force and effect.

(l) Grantor shall, at all times, comply in all material respects with all Environmental Protection Statutes.

(m) Except in compliance with all Environmental Protection Statutes and in the ordinary course of Grantor's business, the Trust Estate has never been used by Grantor or any prior owner of the Trust Estate as a dump site or storage (whether temporary or permanent) site for Hazardous Substance or Hazardous Waste.

(n) Grantor has filed with the appropriate state and federal agencies all necessary rate and collection filings and all necessary applications for well determinations under the Natural Gas Act of 1938, as amended, the Natural Gas Policy Act of 1978, as amended, and the rules and regulations of the Federal Energy Regulatory Commission (the "FERC") thereunder, and each such application has been approved by or is pending before the appropriate state or federal agency.

(o) All necessary regulatory filings have been properly made in connection with the operation of Grantor's business related to the Trust Estate.

(p) ADDRESS AND IDENTIFICATION INFORMATION.

(i) Grantor's address, place of business, residence, chief executive office and office where Grantor keeps its records concerning Accounts, Contract Rights and General Intangibles is set forth in the Schedule I attached hereto, and there has been no change in the location of any Grantor's place of business, residence, chief executive office and office where it keeps such records and no change of Grantor's name during the four months immediately preceding the date of this Deed of Trust.

[redacted] [redacted] [redacted]

(ii) Grantor's (x) federal tax identification number, (y) state of formation or organization, as applicable and (z) correctly-spelled name is set forth on Schedule I attached hereto.

(iii) Beneficiary's address is set forth on Schedule I hereto.

(iv) Trustee's address is set forth on Schedule I hereto.

3.2 **Further Assurances**. Grantor covenants that Grantor shall, from time to time and at its sole expense, promptly execute and deliver all such other and further instruments and documents, and shall do such other and further acts as in the opinion of Beneficiary or any of the other Financial Institutions may be reasonably necessary or desirable to carry out more effectively the purposes of this instrument and to perfect and continue the lien granted or intended to be granted hereby, including, without limitation, the following:

(a) prompt correction of any defect in the execution or acknowledgment of this Deed of Trust; and

(b) prompt correction of any defect which may hereafter be discovered in the description of or title or priority of the lien granted pursuant to this instrument to the Trust Estate other than any Permitted Lien.

3.3 **Covenants**. In addition, subject to the provisions of and except as otherwise expressly permitted under the New Credit Agreement, Grantor shall:

(a) do or cause to be done all things necessary or proper to defend Grantor's title to (and the first-priority nature of the lien granted pursuant to this instrument in) the Trust Estate other than Permitted Liens;

(b) make prompt payment when due and owing of all taxes, assessments, and governmental charges imposed on or assessed against this instrument, upon the interest of Beneficiary or the Trustee, upon the Trust Estate or any part thereof, or upon the revenues, income, or profits from any of the above;

(c) make prompt payment when due and owing all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Trust Estate or any part thereof, and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved;

(d) keep every part of the Trust Estate in good and substantial repair and condition and make promptly all repairs, renewals and replacements necessary to such end, prevent waste to any part of the Trust Estate, and do promptly all else necessary to such end. Grantor shall guard every part of the Trust Estate from removal, destruction and damage, and shall not do or suffer to be done any act whereby the value of any part of the Trust Estate may be lessened. Beneficiary or its agents may enter upon and inspect the Trust Estate, prior to the occurrence of a Default Event, during reasonable times upon prior notice, and, after the occurrence of a Default Event or in the case of emergency, at any time without notice;

(e) keep and continue, or cause to be kept and continued, all Pipeline Servitudes, estates and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied;

(f) without limiting the generality of the foregoing subsection (e), Grantor shall not release any of the Pipeline Servitudes without the prior written consent of Beneficiary;

(g) comply in all material respects with all restrictive covenants and all laws, ordinances, regulations and rules, whether state, federal or municipal, applicable to the Trust Estate and its ownership, use and occupancy, and that Grantor has obtained all approvals, licenses and permits necessary for the ownership, use and occupancy of the Trust Estate. If Grantor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation, Grantor will provide Beneficiary with a copy of such notice promptly;

(h) permit and do all things necessary or proper to enable the Trustee and Beneficiary (through any of their respective agents and employees) to enter upon the Land for the purpose of investigating and inspecting the condition and operations of the Trust Estate in accordance with the terms of the Credit Documents;

(i) whenever Beneficiary reasonably determines that there is non-compliance which reasonably could be expected to cause a Material Adverse Effect to Grantor or its business, operations or assets or the Trust Estate, or any condition which requires any action by or on behalf of Grantor in order to avoid any material non-compliance, under or with any Environmental Protection Statute, Grantor shall, at Beneficiary's request and Grantor's expense: (a) cause an independent environmental engineer acceptable to Beneficiary to conduct such tests of the site where Grantor's non-compliance or alleged non-compliance with such Environmental Protection Statute has occurred as to such non-compliance and prepare and deliver to Beneficiary a report as to such non-compliance setting forth the results of such tests, a proposed plan for responding to any environmental problems described therein, and an estimate of the costs thereof and (b) provide to Beneficiary a supplemental report of such engineer whenever the scope of such non-compliance, or Grantor's response thereto or the estimated costs thereof, shall change in any material respect.

(j) upon Beneficiary's receipt of any notice from any Person, including, but not limited to, any Governmental Authority asserting the existence of any Hazardous Substance or Hazardous Waste on, or any violation of any Environmental Protection Statute pertaining to the Trust Estate that, if true, could result in an order, suit or other action against Grantor and/or any part of the Trust Estate by any governmental agency or otherwise that, in the reasonable opinion of Beneficiary, could jeopardize its security under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Trust Estate or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such

Hazardous Substance or Hazardous Waste or violation of any Environmental Protection Statute. Any and all sums expended by Beneficiary for such purposes, together with interest thereon at the Default Rate, shall be immediately due and payable by Grantor and shall constitute indebtedness secured by this Deed of Trust.

3.4 **No Encumbrances**. Grantor agrees that it will not create, assume, incur or suffer to exist, or permit any of its Subsidiaries to create, assume, incur or suffer to exist, any Lien on or in respect of any of its property, whether now owned or hereafter acquired, or assign or otherwise convey, or permit any such Subsidiary to assign or otherwise convey, any right to receive income, in each case to secure or provide for the payment of any Debt, trade payable or other obligation or liability of any Person; *provided, however*, that notwithstanding the foregoing, Grantor or any of its Subsidiaries may create, incur, assume or suffer to exist the Permitted Liens.

3.5 **Recording**. Grantor shall promptly (at Grantor's own expense) record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Trust Estate is located and at such times and as often as may be necessary to preserve, protect and renew the Lien and security interest herein created in a form acceptable to Beneficiary on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any requirement by any Governmental Authority for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Trust Estate.

3.6 **After-Acquired Trust Estate**. Any and all of the Trust Estate which is hereafter acquired shall immediately, without further conveyance, assignment, or act on the part of Grantor, Trustee, or Beneficiary, become and be subject to the lien granted pursuant to this instrument as fully and completely as though specifically described herein.

3.7 **Records, Statements and Reports**. Grantor shall keep proper books of record and account in which complete and correct entries shall be made of Grantor's transactions in accordance with the method of accounting required in the New Credit Agreement and shall furnish or cause to be furnished to Beneficiary the reports required to be delivered pursuant to the terms of the Credit Documents.

3.8 **Insurance**. To the extent that insurance is carried by a third-party operator on behalf of Grantor, upon request by Beneficiary, Grantor shall obtain and provide Beneficiary with copies of certificates of insurance showing Grantor as a named insured. Subject to the provisions of the Credit Documents to the contrary, Grantor hereby assigns to Beneficiary for its benefit any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Trust Estate and Beneficiary may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Secured Obligations, whether or not such Obligations are then due and payable, in such manner as Beneficiary may elect. Any insurance proceeds received by Grantor and due to Beneficiary shall be held in trust for the benefit of Beneficiary, shall be segregated from other funds of Grantor and shall be forthwith paid over to Beneficiary.

ARTICLE 4
DEFAULT

4.1 **Events of Default**. A "Default Event" means a default or event of default, however denominated, under any of the Credit Documents. In addition, the following subsections (a), (b), and (c) of this Section 4.1 shall also constitute Default Events under this Deed of Trust:

(a) Any certification, representation or warranty made by Grantor (or any officer of Grantor) in writing under or in connection with this Deed of Trust or any instrument executed in connection herewith (including representations and warranties deemed made pursuant to Article 4 of this Deed of Trust) shall prove to have been incorrect in any material respect when made or deemed made.

(b) Grantor fails to observe or perform any of the covenants, conditions, or obligations of this Deed of Trust, *provided, however*, if any such failure does not involve the payment of any of the Secured Obligations, is not willful or intentional, does not place any of Beneficiary's rights or interests in any of the Trust Estate in immediate jeopardy, and is within the reasonable power of the applicable Grantor to promptly cure after receipt of notice thereof, all as determined by Beneficiary in its sole discretion, then such failure shall not constitute a Default Event hereunder, unless otherwise expressly provided herein, unless and until Beneficiary shall have given notice to the applicable Grantor as permitted under this Deed of Trust and a period of ten (10) days shall have elapsed, during which period such Grantor may correct or cure such failure, upon failure of which a Default Event shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such ten (10) day period, as determined by Beneficiary in its reasonable discretion, and Grantor is diligently pursuing a cure of such failure, then Grantor shall have a reasonable period to cure such failure beyond such ten (10) day period, which shall in no event exceed sixty (60) days after receiving notice of the failure from Beneficiary. If Grantor fails to correct or cure such failure within such sixty (60) day period, a Default Event shall be deemed to have occurred hereunder without further notice or demand of any kind being required.

(c) If a final, nonappealable judgment is rendered by any court against Grantor which has a material adverse effect on Grantor's ability to conduct business at the Trust Estate for its intended use, and is not discharged or provision made for such discharge within thirty (30) days from the date of entry thereof.

4.2 **Acceleration Upon Default**. Upon the occurrence of any Default Event, or at any time thereafter, Beneficiary may, or shall at the request of any of the other Financial Institutions, declare the entire unpaid principal of, and the interest accrued on, and all other amounts owed in connection with, Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Grantor. Whether or not Beneficiary or any of the other Financial Institutions elect to accelerate as herein provided, Beneficiary may simultaneously, or thereafter,

without any further notice to Grantor, exercise any other right or remedy provided in this Deed of Trust or otherwise existing under any of the Credit Documents.

ARTICLE 5
REMEDIES

5.1 **Remedies**. Upon the occurrence and during the continuance of a Default Event, Beneficiary may declare all or any part of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice (including notice of intent to accelerate and notice of acceleration) of any kind except as otherwise expressly provided herein. Furthermore, upon the occurrence and during the continuance of a Default Event, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, take any action described herein, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection including reasonable attorneys' fees, upon the Secured Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the taking of any action described herein, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any Default Event or notice of default or invalidate any act done in response to such Default Event or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of Rents, Beneficiary shall be entitled to exercise every right provided for in any of the Credit Documents or by law upon any Default Event, including the right to exercise the power of sale herein conferred;

(b) Exercise any or all of the remedies available to a secured party under the UCC, including, without limitation:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Personal Property and exclude Grantor and all others claiming under Grantor therefrom, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Grantor in respect of the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Credit Documents, Grantor hereby promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiary;

(ii) Without notice to or demand upon Grantor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all reasonable expenses incurred in connection therewith;

(iii) Require the Company to cause Grantor to assemble the Personal Property or any portion thereof, at the Land, and promptly to deliver such Personal Property to Beneficiary, or an agent or representative designated by it. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of such Grantor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any such sale;

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give the Company at least 10 days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be delivered the Company at the address set forth at the beginning of this Deed of Trust and shall be deemed to be given as provided herein. Grantor hereby acknowledges and agrees that delivery of such notice to the Company in accordance with this Deed of Trust shall constitute adequate delivery of such notice to Grantor; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the other Trust Estate under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the other Trust Estate under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(c) Commence an action to foreclose, or exercise the power of sale under, this Deed of Trust in a single parcel or in several parcels, appoint a receiver, specifically enforce any of the covenants hereof or direct Trustee to sell Grantor's interest in the Trust Estate pursuant to the power of sale herein conferred;

(i) If Beneficiary elects to sell Grantor's interest in the Trust Estate by exercise of the power of sale herein contained, Beneficiary shall notify Trustee in the manner then required by law. Upon receipt of such notice from Beneficiary

and at the direction of Beneficiary, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by Applicable Law and by this Deed of Trust. Trustee shall, only at the direction of Beneficiary and without demand on Grantor, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell all of Grantor's interest in the Trust Estate at the place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Grantor, Trustee or Beneficiary, may purchase at such sale. Trustee or Beneficiary may sell not only the real property but also the Personal Property and other interests which are a part of the Trust Estate, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Trust Estate separately from the remainder of the Trust Estate. Trustee or Beneficiary shall not be required to take possession of any part of the Trust Estate or to have any of the Personal Property present at any sale of the Trust Estate. Trustee or Beneficiary may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Trustee or Beneficiary, including the posting of notices and the conduct of sale, but in the name and on behalf of Beneficiary. In the event any sale hereunder is not completed or is defective in the opinion of Trustee or Beneficiary, such sale shall not exhaust the power of sale hereunder, and Trustee or Beneficiary shall have the right to cause a subsequent sale or sales to be made hereunder.

(ii) As may be permitted by law, after deducting all reasonable costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee or Beneficiary shall apply the proceeds of sale (i) first, to payment of all reasonable costs, fees and expenses, including reasonable attorneys' fees and expenses incurred by Beneficiary in exercising the power of sale or foreclosing this Deed of Trust, (ii) second, to the payment of the Secured Obligations in accordance with the applicable provisions of the Collateral Trust Agreement, and (iii) third, the remainder, if any, shall be paid to Grantor, or to Grantor's heirs, devisees, representatives, successors or assigns, or such other persons as may be entitled thereto.

(d) Trustee may in the manner provided by law postpone sale of all or any portion of the Trust Estate.

5.2 **Appointment of Receiver**. If a Default Event shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the interest of Grantor therein, or the insolvency of Grantor or the then-owner of the Trust Estate, may seek the

appointment of a receiver for the Trust Estate upon *ex parte* application to any court of the competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver shall be empowered to, among other things, (a) take possession of the Trust Estate and any businesses conducted by Grantor thereon and any business assets used in connection therewith, (b) to exclude Grantor and Grantor's agents, servants and employees from the Trust Estate, or, at the option of the receiver, in lieu of such exclusion, to collect a fair market rental from any such Persons occupying any part of the Trust Estate, (c) to collect the Rents, (d) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (e) to use all stores of materials, supplies and maintenance equipment on the Trust Estate and replace such items at the expense of the receivership estate, (f) to pay all taxes and assessments against the Trust Estate, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (g) to request that Beneficiary advance such funds as may reasonably be necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Beneficiary, but not at an interest rate in excess of the Default Rate, and (h) generally to do anything that Grantor could legally do if Grantor was in possession of the Trust Estate. All reasonable expenses incurred by the receiver or his agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Secured Obligations.

5.3 **Waiver of Marshalling, Appraisement**. Grantor agrees, to the full extent that such Grantor may lawfully so agree, that such Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Trust Estate, including without limitation, the Land, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and such Grantor, for such Grantor and all who may claim through or under such Grantor, hereby waives the benefit of all such laws and, to the extent that such Grantor may lawfully do so under any applicable law, any and all rights to have the Trust Estate, including without limitation, the Land, marshaled upon any foreclosure of the Lien hereof or sold in inverse order of alienation. Grantor agrees that the Trustee may sell the Trust Estate, including without limitation, the Land, in part, in parcels or as an entirety as directed by Beneficiary.

5.4 **Account Debtors**. Beneficiary may, in its discretion, after the occurrence and during the continuance of a Default Event, notify any account debtor to make payments directly to Beneficiary and contact account debtors directly to verify information furnished by Grantor. Beneficiary shall not have any obligation to preserve any rights against prior parties.

5.5 **Costs and Expenses**. All sums advanced or costs or expenses incurred by Beneficiary (either by it directly or on its behalf by the Trustee or any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Secured Obligations. Grantor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Beneficiary at the maximum non-usurious rate permitted by applicable law.

5.6 **Right of Set-off**. Under the circumstances described in Section 6.1 of the New Credit Agreement, the Banks shall have the right of set-off following a Default Event under this Deed of Trust.

5.7 **Remedies for Assignment of Rents and Leases**.

(a) During the existence of any Default Event, Beneficiary may, at any time without notice (except if required by applicable law), either in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, and at its sole election (without any obligation to do so), enter upon and take possession and control of the affected portion of the Trust Estate, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Trust Estate, including, but not limited to, execute, cancel or modify the Leases, make repairs to the Trust Estate, execute or terminate contracts providing for the management or maintenance of the Land, all on such terms as are deemed best to protect the security of this assignment, and in Beneficiary's or Grantor's name, sue for or otherwise collect such Rents as specified in this Deed of Trust as the same become due and payable, including, but not limited to, Rents then due and unpaid. Beneficiary may so sue for or otherwise collect such Rents with or without taking possession of the affected portion of the Trust Estate. Grantor agrees that upon a Default Event, each tenant under any of the Leases shall make its rent payable to and pay such rent to Beneficiary (or Beneficiary's agents) on Beneficiary's written demand therefor, delivered to such tenant, by mail or as permitted under the applicable Lease, without any liability on the part of said tenant to inquire further as to the existence of a Default Event by Grantor.

(b) Rents collected during the existence of any Default Event shall be applied at the direction of, and in such order as determined by, Beneficiary to the costs, if any, of taking possession and control of and managing the affected portion of the Trust Estate and collecting such amounts, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to such portion of the Trust Estate, premiums on insurance policies, taxes, assessments and other charges on such portion of the Trust Estate, and the costs of discharging any obligation or liability of Grantor with respect to the Leases and to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the affected portion of the Trust Estate shall be liable to account only for those Rents actually received.

(c) Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the affected portion of the Trust Estate by reason of anything done or left undone by Beneficiary hereunder, except to the extent of Beneficiary's gross negligence or willful misconduct.

(d) Any entering upon and taking possession and control of the affected portion of the Trust Estate by Beneficiary or the receiver and any application of Rents as provided herein shall not cure or waive any Default Event hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided therein.

5.8 **Remedies Not Exclusive.** Beneficiary shall be entitled to enforce payment and performance of any Obligations and to exercise all rights and powers under this Deed of Trust or under any Credit Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Credit Documents to Beneficiary, or to which Beneficiary may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary. Beneficiary may pursue inconsistent remedies.

ARTICLE 6
MISCELLANEOUS

6.1 **Successor Trustees**. The Trustee may resign in writing addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed by Beneficiary. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Beneficiary by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Trust Estate and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

6.2 **Advances by Beneficiary or The Trustee**. Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. If any Grantor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Deed of Trust, Beneficiary (either by it directly or on its behalf by the Trustee or any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on such Grantor's behalf, and Grantor hereby agree to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Beneficiary at the maximum non-usurious rate permitted by applicable law. All such advances shall be additional indebtedness secured by this Deed of Trust and shall be Obligations under the Credit Documents. No such advance will be deemed to relieve Grantor from any default hereunder.

6.3 **Defense of Claims**. Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting any Grantor's title to the Trust Estate or Beneficiary's Lien or security interest in the Trust Estate, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's,

Trustee's, and Beneficiary's rights affected thereby. If any Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's, the Trustee's, or Beneficiary's rights to the Trust Estate, the Trustee or Beneficiary may take such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary or the Trustee on behalf of Beneficiary, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Trust Estate. All costs, expenses and attorneys' fees incurred by Beneficiary or the Trustee pursuant to this Section 6.3 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Trust Estate or the transactions contemplated in this Deed of Trust shall be paid by Grantor on demand plus interest thereon from the date of the advance by Beneficiary or the Trustee until reimbursement of Beneficiary or the Trustee, respectively, at the Default Rate.

6.4 **Survival**. All representations, warranties, covenants and indemnifications herein shall survive the payment of the Secured Obligations and the termination or non-renewal of any of the Credit Documents.

6.5 **Amendments and Other Security**. Beneficiary may take or hold other security for the Secured Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Secured Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Trustee or Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.

6.6 **Security Agreement, Financing Statement and Fixture Filing**. This Deed of Trust will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. As a financing statement, this Deed of Trust is intended to cover all of the Personal Property including Grantor's interest in all Hydrocarbons as and after they are extracted and all accounts arising from the sale thereof at the wellhead. **THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ANY FIXTURE INCLUDED WITHIN THE TRUST ESTATE.** This Deed of Trust shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Land and Fixtures are located as well as the Uniform Commercial Code records of the Secretary of State or other appropriate office of the state in which any Trust Estate is located. At Beneficiary's request Grantor shall execute financing statements covering the Personal Property, which financing statements may be filed in the appropriate office of the state in which any of the Trust Estate is located or where Grantor has its principal place of business or in the county where Grantor has its principal place of business. Furthermore, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the

signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

6.7 **Unenforceable or Inapplicable Provisions**. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Trustee and Beneficiary in order to carry out the provisions hereof.

6.8 **Rights Cumulative**. Each and every right, power and remedy herein given to the Trustee or Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Trustee, or Beneficiary, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.9 **Waiver by Beneficiary**. Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary and the rest of the Financial Institutions, be waived to such extent and in such manner as the Trustee or Beneficiary may desire, but no such waiver will ever affect or impair either the Trustee's or Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

6.10 **Terms**. The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of persons executing this Deed of Trust as Grantor. If more than one person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary", "Grantor", and "Trustee" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are defined in the UCC are used with the meanings therein defined.

6.11 **Counterparts**. This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counties counterpart portions of Exhibit A hereto which describe properties situated in counties other than the counties in which such counterpart is to be recorded may have been omitted.

6.12 **Governing Law**. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its laws relating to conflicts of laws, except to the extent that the laws of any other jurisdiction mandatorily govern the creation of, or the manner or procedure for enforcement of the lien created by this Deed of Trust, provided that any remedies herein provided that shall be valid under the laws of the jurisdiction where proceedings for the enforcement hereof shall be taken shall not be affected by any invalidity under the laws of the State of New York.

6.13 **Notice**. All notices required or permitted to be given by Grantor, Beneficiary, or the Trustee shall be given and deemed to be received in the same manner as required or permitted pursuant to the New Credit Agreement. Any notices to be given to the Trustee shall be delivered to Beneficiary.

6.14 **Duties of Trustee**. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to see to the payment of or be under any duty with respect to any tax or assessment or other governmental charge which may be levied or assessed on the Trust Estate, any part thereof, or against Grantor, or to see to the performance or observance by Grantor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. Trustee shall have the right to seek the advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

6.15 **Condemnation**. All awards and payments heretofore and hereafter made for the taking of or injury to the Trust Estate or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Beneficiary, be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Secured Obligations, whether or not the Secured Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Trust Estate which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Trust Estate.

6.16 **Successors and Assigns**. This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of the Trustee, his successors, and Beneficiary, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.17 **Article and Section Headings**. The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

6.18 **No Offsets, Etc**. Grantor hereby represents, warrants and covenants to Trustee and to Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust.

6.19 **Environmental Indemnity**.

(a) Grantor shall indemnify and hold harmless the Indemnified Parties from and against any and all losses, claims, damages, liabilities, costs, and expenses (including attorneys' fees and legal expenses) directly or indirectly arising out of or attributable to the use, generation, manufacture, reproduction, storage, release, threatened release, spill, discharge, disposal or presence of a Hazardous Substance or Hazardous Waste, including, without limitation, the costs of any required or necessary repair, cleanup or other remedial work with respect to the Trust Estate and the preparation and implementation of any closure, remedial or other required plans.

(b) Grantor shall, upon demand by Beneficiary, reimburse the Indemnified Parties for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless the Indemnified Parties from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by the Indemnified Parties by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Trust Estate through any cause whatsoever or asserted against Beneficiary on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Trust Estate, or with this Deed of Trust, the other Credit Documents or any of the Secured Obligations. The foregoing indemnity shall survive payment and performance of this Deed of Trust and/or any termination, release, or discharge hereof executed by Beneficiary or Trustee in favor of Grantor. WITHOUT LIMITATION, THE FOREGOING ENVIRONMENTAL INDEMNITY SHALL APPLY TO THE INDEMNIFIED PARTIES WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), JUDGMENTS, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES.

6.20 **Environmental Responsibility**. Notwithstanding anything to the contrary herein or in any other document evidencing, securing or setting forth the terms of the Secured Obligations, nothing shall give Beneficiary the right to influence or direct hazardous waste disposal decisions or treatments, such decisions or treatments being the sole responsibility of Grantor.

EXECUTED AND DELIVERED effective as of the 8th day of August, 2002.

GRANTOR:

WILLIAMS GAS PROCESSING COMPANY,
a Delaware corporation

By: _____
Phillip Wright, its
Chief Executive Officer

THE STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

This instrument was acknowledged before me on this 8th day of August, 2002, by PHILLIP WRIGHT, CHIEF EXECUTIVE OFFICER of WILLIAMS GAS PROCESSING COMPANY, a Delaware corporation, on behalf of the corporation.

Linda F. Milner
Notary Public in and for
the State of OKLAHOMA



[redacted] [redacted] [redacted]

EXHIBIT A

[TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT]

DESCRIPTION OF LAND

The reference to book or volume and page herein refer to the recording location of each respective Land described herein in the county where the land covered by the Land in located.

Exhibit A

Exhibit A

WGP File #
Red Hill Compressor Station Site
Big Piney Gathering System
Permit # WYW-

A parcel of land located in Section 23, Township 29 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South West Corner (SW/c) of the South West Quarter (SW/4) of said, Section 23; thence North 89°07'00" East a distance of 680.4' to Point of Beginning (POB); thence North 89°07'00" East a distance of 150.0'; thence North 00°53'00" West a distance of 98.4'; thence South 89°17'00" West a distance of 148.5'; thence South 00°53'00" East for a distance of 89.8' to POB.

point of beginning

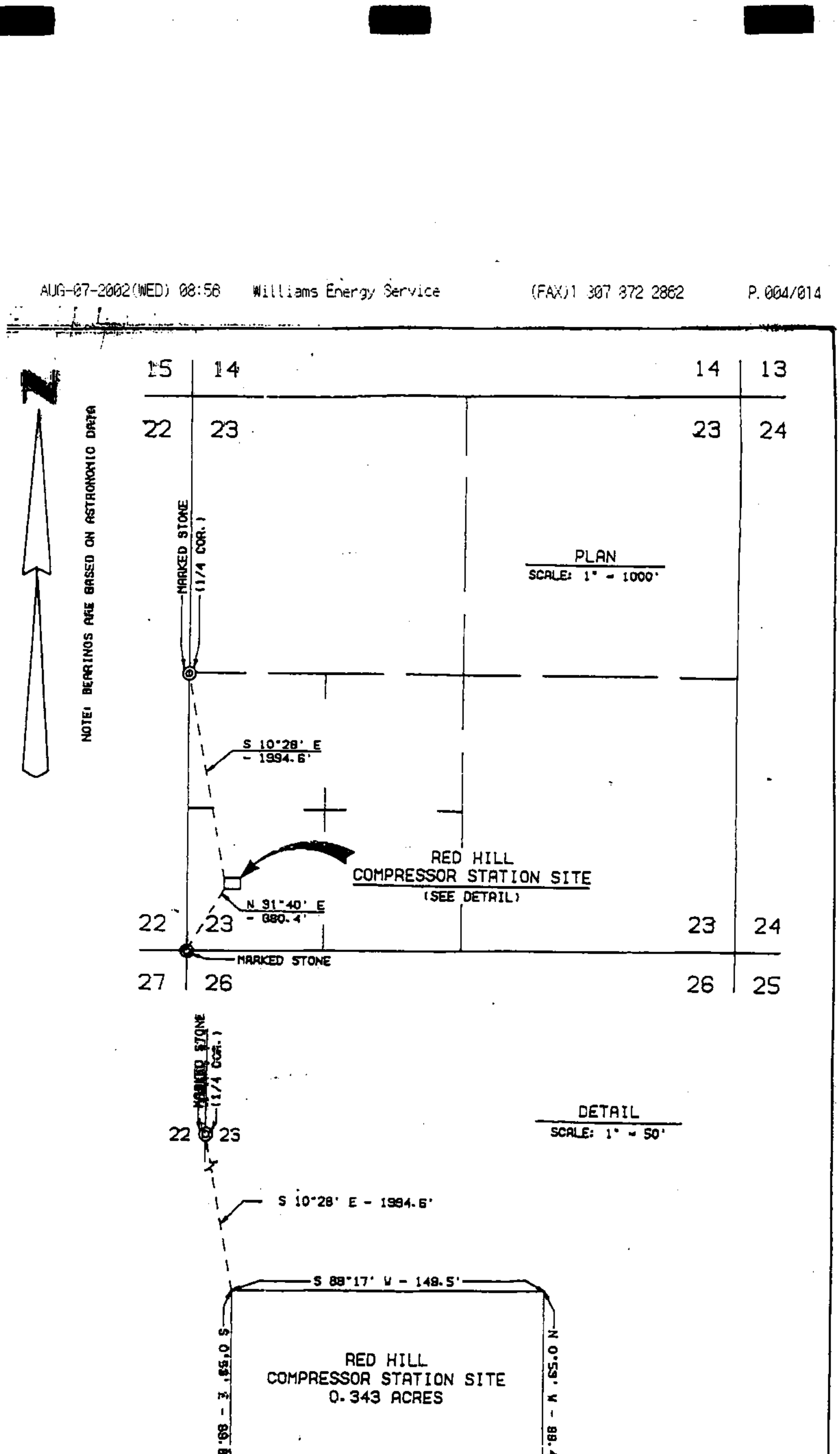

NOTE: BEARINGS ARE BASED ON ASTRONOMIC DATA
15
14
14
13
22
23
23
24
MARKED STONE
(1/4 COR.)
PLAN
SCALE: 1" = 1000'
S 10°28' E
- 1994.6'
RED HILL
COMPRESSOR STATION SITE
(SEE DETAIL)
N 31°40' E
- 680.4'
22
23
23
24
MARKED STONE
27
26
26
25
MARKED STONE
(1/4 COR.)
22
23
DETAIL
SCALE: 1" = 50'
S 10°28' E - 1994.6'
S 88°17' W - 149.5'
S 0°53' E - 88.6'
RED HILL
COMPRESSOR STATION SITE
0.343 ACRES
N 0°53' W - 88.4'
N 88°07' E - 150.0'
22
23
N 31°40' E - 680.4'
MARKED STONE
27
26

Exhibit A

WGP File # 611034
Dry Piney Creek Compressor Station Site
Big Piney Gathering System
Permit # WYW-89465

A parcel of land located in Section 14, Township 28 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of the South West Quarter (SW/4) of said, Section 14; thence North 30°32'00" West a distance of 993.4' to Point of Beginning (POB); thence South 81°02'00" East a distance of 100.0'; thence South 08°55'00" West a distance of 150.0'; thence North 81°02'00" West a distance of 100.0'; thence North 08°59'00" East for a distance of 150.0' to POB.

[redacted] [redacted] [redacted]

Exhibit A

WGP File # 1080
Saddle Ridge Compressor Station Site
Big Piney Gathering System
Permit # WYW-124252

A parcel of land located in Section 32, Township 28 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of said, Section 32; thence North 58°38'27" West a distance of 1787.12' to Point of Beginning (POB); thence South 89°32'43" West East a distance of 380.0'; thence South 00°18'41" West a distance of 600.14'; thence South 89°33'43" West a distance of 331.99'; thence North 04°44'55" West for a distance of 601.75' to POB.

Exhibit A

WGP File # 2212
Hares Ear a/k/a Mountain View Compressor Station Site
Big Piney Gathering System
Permit # WYW-132030

A parcel of land located in Section 23, Township 29 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of the North West Quarter (NW/4) of said, Section 23; thence South 15°07'18" East a distance of 1008.2' to Point of Beginning (POB); thence North 88°05'06" East a distance of 300.0'; thence South 01°54'54" East a distance of 300.0'; thence South 88°05'06" West a distance of 300.0'; thence North 01°54'54" East for a distance of 300.0' to POB.

[redacted] [redacted] [redacted]

Big Piney, Wyo
CS

Exhibit A

Parcel #1

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southwest corner of the hereindescribed parcel of land from which the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, bears South 27° 58' 14" East, a distance of 754.11 feet;

Thence North 19° 09' 30" West, a distance of 1089.0 feet;
Thence North 70° 50' 30" East, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 1089.0 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet to the point of beginning.

The above described parcel of land contains 29.625 acres more or less.

Parcel #2

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southwest corner of the hereindescribed parcel of land from which the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, bears South 18° 36' East, a distance of 5.05 feet, and East a distance of 122.35 feet;

Thence North 19° 09' 30" West, a distance of 700.0 feet;
Thence North 70° 50' 30" East, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 700.0 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet to the point of beginning.

The above described parcel of land contains 19.043 acres more or less.

Parcel #3

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point marking the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; said point also being Corner No. 5 of said Tract 41;

Thence South 88° 39' 15" East along the South boundary line of said Tract 41, a distance of 1141.94 feet to a point, said point being North 88° 39' 15" West, a distance of 236.08 feet from the Southeast corner of said Tract 41;
Thence continuing North 19° 09' 30" West, a distance of 445.29 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 6.45 feet to a point, said point bears North 89° 30' 15" East, a distance of 1225.47 feet from the Southwest corner of said Tract 41;
Thence continuing North 89° 30' 15" East, a distance of 121.74 feet to the point of beginning.

The above described parcel of land contains 6.092 acres more or less.

The combined parcels of land contain 54.760 acres more or less with all its appurtenances, water rights, etc.

[redacted] [redacted] [redacted]

NORTH PINEY CREEK – FEE

A parcel of land located in Section 3, Township 29 North, Range 113 West, 6th P.M, Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southeast corner of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

Thence South 88° 05' West, a distance of 244.0 feet;
Thence North 22° 35' West, a distance of 2038.0 feet;
Thence South 67° 25' West, a distance of 5.0 feet to the true point of beginning;

Thence North 22° 35' West, a distance of 25.0 feet;
Thence North 67° 25' East, a distance of 50.0 feet;
Thence South 22° 35' East, a distance of 25.0 feet;
Thence South 67° 25' West, a distance of 50.0 feet to the point of beginning.

The above described parcel of land contains 0.03 acres more or less

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EXHIBIT "A"

LOCATED IN SUBLETT COUNTY, WYOMING

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
	91228L	ENRON MIDDLE PINEY #14-11	ROBERT M MILLER	NW	11	29N	113W	10/10/1988	54	478
	91212	ENRON-HO CHIMNEY BUTTE #1-23	W YOSE, JR	SW	23	28N	113W	10/26/1988	54	476
1	91212	ENRON-HO CHIMNEY BUTTE #1-23	C/O W. YOSE, JR.	SW	23	28N	113W	10/26/1988	54	476
	91223	TIP TOP F14-13G	MOBIL OIL CORP.	SW,SE	13	28N	114W	10/31/1989	56	416
2	NA	Trunk "E" Loop	CROSS LAZY TWO LAND & LIVESTOCK	NE	15	29N	113W	08/14/1989	56	47
3/A	NA	Trunk "E" Loop	FLYING "W" LAND & LIVESTOCK	E1/2	10	29N	113W	09/13/1989	56	80
4	NA	Trunk "E" Loop	BUDD & SONS LAND CO.	SE	3	29N	113W	10/10/1989	56	197
	NA	CPS #1497	JOHN W CHRISMAN	NW	13	29N	113W	04/26/1990	57	308
	91339	MOBIL TIP TOP 61-5 WELL LINE	LILLIAN HARROWER	NE	5	27N	113W	11/28/1990	58 MISC	215
	-	BLACK CANYON METER STATION	WILLIAM R DEGRAW, ET AL	NE	20	28N	113W	08/09/1991	59	142
1/A	NA	TRUNK T LOOP 2 EXT	MOBIL OIL		17	28N	113W	10/15/1992	13	223
1/B	NA	TRUNK T LOOP 2 EXT	MOBIL OIL		18	28N	113W	10/15/1992	15	495
	91367	LABARGE UNIT #10	TEXACO, INC.		28,33	27N	113W	10/03/1990	58	187
	NA	TRUNK N LOOP EXT. #2	DAN H BUDD	SE	3	29N	113W	04/07/1959	23	473
	90017L	O & U MS #1, LAT N-14 (B18)	DAN H BUDD	SE	3	29N	113W	10/11/1957	9	109
/A	NA	BP COMP. STA.	RUTH A CHAMBERLAIN	NE	20	28N	113W	10/26/1955	8	249
/B	NA	BP COMP. STA.	RUTH A CHAMBERLAIN	NE	20	28N	113W	10/26/1955	8	250
/C	NA	BIG PINEY COMPRESSOR STATION	RUTH A CHAMBERLAIN		20,21	28N	113W	05/14/1959	10	17
G2	NA	TRUNK N	RUTH A CHAMBERLAIN		20	28N	113W	07/11/1955	13	219
G4	NA	TRUNK N	CAROLINE M WARNER		17	28N	113W	07/01/1955	13	223
G5/A	NA	TRUNK N	FLYING W LAND & LIVESTOCK		11	29N	113W	08/08/1955	13	357
G5/B	NA	TRUNK N	FLYING W LAND & LIVESTOCK		10	29N	113W	08/08/1955	13	362

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
G6	NA	TRUNK N	ROBERT	M MILLER		11	29N	113W	09/08/1955	153	96
G7/A	NA	TRUNK N	DAN	H BUDD		3	29N	113W	04/07/1959	23	473
G7/B	NA	TRUNK N	DAN	H BUDD		3	29N	113W	04/07/1959	23	473
G1	NA	TRUNK S	RUTH	A CHAMBERLAIN		20	28N	113W	07/11/1955	13	219
G2	NA	TRUNK S	ROY	W WHITMAN		20	28N	113W	06/30/1955	15	14
G2/A	NA	16" BIG PINEY LATERAL	RUTH	A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
G2	NA	LATERAL A-8	ANDERSON	L MCGINNIS		27,28	28N	113W	07/01/1955	15	12
G3/A	NA	LATERAL A-8	WALTER	C YOSE		22,23	28N	113W	08/08/1955	136	274
G3/B	NA	LATERAL A-8	WALTER	C YOSE		23	28N	113W	08/08/1955	136	274
G1	90064	BELFER RNG #7B	ROY	W WHITMAN		21	28N	113W	06/30/1955	15	14
G2	90064	BELFER RNG #7B	RUTH	A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90105	BELCO B #15A	FLYING "W" LAND & LIVESTOCK		SW	11	29N	113W	08/08/1955	136	357
G1	90075	TIPTOP 18-20	RUTH	A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90078E	TIP TOP #44-24	H. GUY	JONES		13,24	28N	114W	10/11/1957	17	114
G1	90001L	BUDD #1	ROBERT	M MILLER	NW	11	29N	113W	09/08/1955	153	96
G2	90001L	BUDD #1	FLYING "W" LAND & LIVESTOCK		NE	10	29N	113W	08/08/1955	136	362
	90050L (P&A)	NOBLE #2	ROBERT	M MILLER		11	29N	113W	09/08/1955	153	96
	90031	CERISMAN #1	ERGER	K CERISMAN	NE	10	29N	113W	08/08/1955	15	355
G1	NA	LATERAL N-14	DAN	H BUDD		3	29N	113W	10/11/1957	9	109
G2	NA	LAT N-14 (B18), MDLE PNY #3-3	DAN	H BUDD	SE,SW	3	29N	113W	04/07/1959	23	473
G2	90065	BELFER RNG #11	WALTER	C YOSE		22,23	28N	112W	08/08/1955	13	274
G1	NA	LATERAL A-3	TED	JORY		29	27N	113W	10/08/1957	17	80

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EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
7	NA	LATERAL A-1	Isabelle W Davis		29,32	27N	112W	10/26/1957	17	82
5	NA	LATERAL A-1	GEORGE A DEGRAW	NW,NE	31	27N	112W	10/16/1957	71	85
4	NA	AERIAL MARKERS	LILLIAN HARROWER			28N	113W	07/01/1958	21	256
	90023L	BELCO #29	ARTHUR C HOMER		12	29N	113W	LEASE RIGHTS		
	90019 (F&A)	BELCO #25	FLYING "W" LAND & LIVESTOCK		11,14	29N	113W	08/08/1955	136	357
	90020	BELCO B #26	FLYING "W" LAND & LIVESTOCK		14	29N	113W	08/08/1955	136	357
	91404	TEXACO LABARGE #12	TEXACO, INC.	NW	34	27N	113W	02/12/1991	58 MISC.	474
/B	NA	LATERAL A-6	Aaron McGinnis		23,34	28N	113W	11/11/1958	18	12
2/A	NA	LATERAL A-5	TOM HARROWER		5,6	27N	113W	07/01/1958	21	256
2/B	NA	LATERAL A-5	TOM HARROWER		12	27N	114W	09/15/1958	17	444
2/A	NA	LATERAL A-6	Aaron McGinnis		23,24	28N	113W	11/11/1958	18	12
3	NA	LATERAL A-6	Anderson L McGinnis	NE,NW	27	28N	113W	08/15/1955	13	372
4	NA	LATERAL A-6	ANDERSON L MCGINNIS		28,27	28N	113W	07/01/1955	15	12
	90187S	EAST LA BARGE #8	Isabelle W Davis		32	27N	112W	10/19/1960	29	427
	90200E	BELFER ENG #31	BENEFICIAL OIL CO.	NW	21	27N	112W	10/31/1960	29	451
1	NA	B-48 TO M-7	ROBERT M MILLER		12	29N	113W	10/11/1958		
	NA	ACCESS ROAD	FLYING W LAND & LIVESTOCK		24	29N	112W	10/10/1979	58	199
/A	NA	LATERAL M-5	FLYING "W" LAND & LIVESTOCK			29N	112,113W	02/10/1959	18	115
/B	NA	LATERAL M-5	FLYING "W" LAND & LIVESTOCK			29N	112,113W	02/10/1959	18	115
/C	NA	LATERAL M-5	FLYING W LAND & LIVESTOCK		18	29N	112W	02/10/1959	18	115
	90178	LA BARGE #2	TEXACO, INC.	NE,NW	34	27N	113W	07/10/1960	28	89
	NA	LATERAL A-12	Tom S Harrower		MANY	27N	113,114W	09/15/1958	17	444

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90021L (P&A)	BELCO #27	EDGER X CHRISMAN	NW	13	29N	113W	06/20/1960	19	172
31	90186H	EAST LA BARGE #7	ISABELLE W DAVIS		29	27N	112W	08/05/1960	28	570
31	NA	LATERAL T-1	G E Jones		13,24	28N	114W	10/11/1957	17	114
32	90097H	HOGSBACK #77-31	ROSEMARY SHICKICH	SE,SW	32	27N	113W	12/15/1961	32	422
32	NA	LATERAL A-15	BENEFICIAL OIL CO.		20,21	27N	112W	10/31/1960	29	516
32	NA	LATERAL A-16	Isabelle W Davis		MANY	27,26N	112W	10/19/1960	29	439
31	90190H	BELCO #30	TED JONY		28,29	27N	113W	10/20/1960	29	441
32	90190H	BELCO #30	JOSEPH A MINTON	SW	28	27N	113W	10/19/1960	29	414
	90189H	CONNELLY #B-1C-33	JOSEPH A MINTON	NW	33	27N	113W	10/19/1960	29	417
31	NA	LATERAL A-7	LILLIAN HARROWER	SE	32	28N	113W	07/01/1958	21	256
G1/A	90261H	EAST LA BARGE #15	ATHOL L STOTTS	NW	28	27N	112W	12/22/1961	32	415
G2	90261H	EAST LA BARGE #15	ATHOL L STOTTS		28,29	27N	112W	12/22/1961	32	417
	90230H	GRBU #13	JOSEPH H BIRD	SE	17	27N	112W	05/13/1961	31	16
	91422	HAWTHORNE-FEDERAL 21-19	JOHN M CHRISMAN	NE	24	29N	113W	06/08/1991	59	99
32	NA	LATERAL H-19	William J McGinnis	NE,SE	23	28N	113W	10/11/1962	NOT RECORDED	
31	P&A	MOBIL 66-26	GRAYSON H JONES	NE,NW	24	28N	114W	05/14/1963	36	187
33	P&A	MOBIL 66-26	CLARENCE BRAMLEY	NE,SE	26	28N	114W	08/29/1963	36	577
32	90353	TIP TOP #78-21	ALICE SHAFFER	NE	20	28N	113W	05/25/1964	38	85
32	90354	EAST LA BARGE #R-9-29	ATHOL L STOTTS	NW,NE	29	27N	112W	07/14/1964	38	260
32	90362	GRB #34-6	MAX L KRUEGER	NE	6	26N	112W	08/27/1964	67	424
	NA	BIG PINEY-TRUNK T LOOP #2	RUTH A CHAMBERLAIN	NE	20	28N	113W	07/11/1955	13	219
	NA	BIG PINEY-TRUNK T LOOP #2	CAROLINE A WARNER, ET AL	SW,SE	17	28N	113W	07/01/1955	13	223

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EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
	NA	BIG PINEY-TRUNK A LOOP #1,2,3	RUTH	A CHAMBERLAIN	NE	20	28N	113W	07/11/1955	13	219
A	NA	BIG PINEY-TRUNK A LOOP #1,2,3	TOM	HARROWER	NE,NW	5	27N	113W	07/01/1955	21	256
/B	NA	BIG PINEY-TRUNK A LOOP SEG 3	LILLIAN	HARROWER		32	28N	113W	07/01/1958	21	256
2	90402	TIP TOP 44-21	ALICE	M SCHAFFER	SW,SE	21	28N	113W	09/22/1966	23	619
3/A	90407	STARR CORRAL TANK BATT #1	ELBA	W MCNINCH	NW	30	30N	112W	02/22/1967	24	107
3/B	90407	STARR CORRAL TANK BATT #1	ELBA	MCNINCH	SW	19	30N	112W	01/20/1967	41	199
2/A	90411 (P&A)	BELCO 87-18	WILLIAM	J MCGINNIS, ET AL	NW	19	28N	112W	10/20/1967	24	424
3	90411 (P&D)	BELCO 87-18	WILLIAM	J MCGINNIS, JR.		18,19	28N	112W	10/01/1967	24	4
	90413H	EAST LABARGE 19-28	WALTER	C YOSE, JR.	SW	28	27N	112W	10/01/1967	24	389
1	90410H	TIP TOP 14X-31	TOM	HARROWER	NW	6	27N	113W	09/28/1967	24	385
2	90410H	TIP TOP 14X-31	CLARENCE	M BRAWLEY	SW	31	28N	113W	09/30/1967	24	409
2	90415H	EAST LABARGE NO. 20-21	YOSE CATTLE CO.			21,28	27N	112W	09/28/1967	24	387
	90431H	BELCO #93	BENEFICIAL OIL CORP.		SE	20	27N	112W	12/02/1968	25	369
	90418H	BELCO 92-28	JOSEPH	A MINTON	SW,SE	28	27N	113W	12/15/1967	24	501
1	NA	CROSSOVER FROM TRUNK T TO DRIP	RUTH	A CHAMBERLAIN		20	28N	113W	08/20/1968	25	225
1A	NA	CROSSOVER FROM TRUNK T TO DRIP	RUTH	A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90574	F-11X-27	ALICE	M SCHAFFER	NW	27	28N	113W	03/06/1974	29	490
1	90504	TIP TOP #46-17	CHRIS	C HADDOCK	SW	17	28N	113W	01/15/1975	32	598
2/A	90504	TIP TOP #46-17	ALICE	M SCHAFFER	SW	17	28N	113W	02/11/1975	30	462
2/B	90504	TIP TOP #46-17	JOSEPH	L BUDD	SW	17	28N	113W	05/30/1975	30	459
2/C	90504	TIP TOP #46-17	MARIE	M GRAVES	SW	17	28N	113W	03/17/1975	30	342
2/D	90504	TIP TOP #46-17	OLIVE	H IRWIN	SW	17	28N	113W	03/17/1975	30	344

.MST 12/16/92

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EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:/E	90504	TIP TOP #46-17	MIRANDA	YOSE	SW	17	28N	113W	02/12/1975	30	333
:/F	90504	TIP TOP #46-17	Marymall	McGinnis	SW	17	28N	113W	01/29/1975	30	331
:	NA	LATERAL T-2	William	J McGinnis Jr	SE	8	28N	114W	12/13/1974	30	256
	90512H	EAST LA BARGE #22-32	MARY	W SYLVESTER, ET AL	NWNW	32	27N	112W	11/25/1975	31	427
.	NA	LATERAL M-21	DAN	H BUDD		3,4	29N	113W	04/06/1976	31	628
:	NA	LATERAL M-21	ROBERT	V THOMPSON		4,5	29N	113W	03/16/1976	31	622
.	90559L (P&A)	BUDD NO. 3-5	ROBERT	V THOMPSON	SE	5	29N	113W	03/16/1976	31	626
:	90559L (P&A)	BUDD NO 3-5	DAN	H BUDD	NE	5	29N	113W	04/06/1976	31	624
.	90576	TIP TOP 22-22	ALICE	M SCHAFFER	SE	27	28N	113W	09/23/1976	32	146
:	90576	TIP TOP 22-22	WALTER	C YOSE		22,27	28N	113W	04/06/1976	32	55
:	90564	FORGARTY CREEK #4-17	WILLIAM	J MCGINNIS JR	NE,SE	17	28N	114W	10/20/1976	32	196
:	90572	FEDERAL #3-4	THOMAS	S HARROMER	SW	4	28N	114W	03/29/1977	32	627
:	NA	LAT T-4 (SURPLUS)	JAMES	M WELLS, TRUSTEE		15,22	28N	114W	11/28/19	57	183
:	NA	LAT T-4 (SURPLUS)	WILLIAM	J MCGINNIS		17	28N	114W	09/28/1977	33	357
.	NA	CPS #1292	YOSE CATTLE CO		NW	28	27N	112W	04/07/1978	34	47
.	NA	LATERAL T-4	Grayson	Jones		13,14	28N	114W	08/04/1980	59	624
./A	90610	ALLEN #1-15	GRAYSON	H JONES		13,14	28N	114W	04/08/1980	59	624
./B	90610	ALLEN #1-15	HAROLD	JONES		13,14	28N	114W	08/07/1980	59	622
/C	90610	ALLEN #1-15	CECIL	JONES		13,14	28N	114W	07/30/1980	59	630
/D	90610	ALLEN #1-15	BRUCE	E JONES		13,14	28N	114W	07/29/1980	59	627
.	NA	LAT T-4	JAMES	M WELLS, TRUSTEE	SE	15	28N	114W	02/14/1978	34	45
	94048	THOMPSON #2-8	BETTE	M THOMPSON	SE	5	29N	113W	03/29/1978	34	49

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	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:2	94048	BELCO THOMPSON 2-8	CROSS LAZY TWO LAND	NE,SE	8	29N	113W	03/29/1978	34	51
	90622	ISENBOUR MS	FLYING "W" LAND & LIVESTOCK	NE	24	29N	113W	01/30/1979	57	185
:2	NA	TARTER ISLAND #4-15	J.P. RANCH, INC.	NW,NE	17	28N	112W	01/23/1979	62	90
:3	NA	TARTER ISLAND #4-15	WILLIAM J. MCGINNIS, JR.	NW	16	28N	112W	01/23/1979	62	92
:1	90631	FOGARTY CK #10-8	LILLIAN E HARROWER, ET AL	SW	4	28N	114W	05/23/1979	58	1
	NA	CPS #1308	ALICE M. SCHAFFER	NE	20	28N	113W	02/27/1979	57	210
	NA	SURPLUS LANDS	ROBERT THOMPSON	NE	8	29N	113W	10/03/1979	58	171
	90649	MILLS #1-22	YOSE CATTLE CO.	SE	22	28N	113W	09/25/1979	58	149
:1	90747	ELBU #25-32	MARY W SYLVESTER	SE	32	27N	112W	03/17/1980	36	600
	90767	MILLS #2-23	WALTER C YOSE	SE,SW	22,23	28N	113W	12/10/1979	58	418
:2	90781	ELBU #27-32	YOSE CATTLE CO.	NE	32	27N	112W	07/29/1980	39	647
	NA	SURPLUS LANDS	MARY SYLVESTER	SW,SE	32	27N	112W	08/19/1980	60	3
	NA	SURPLUS LANDS	MICKELSON LAND CO.	NW	8	32N	114W	03/24/1981	61	135
	NA	SURPLUS LANDS	MICKELSON LAND CO.	SE,SW	33,34	33N	114W	03/24/1981	61	141
	90780 (P&A)	BUDD #4-4	DAN S BUDD	NW	4	29N	113W	05/29/1980	39	563
2	90795	ELBU #29-28	WALTER C YOSE, JR	SE	21	27N	112W	07/29/1980	39	561
	90825	BELCO C-73-23	YOSE CATTLE CO.	SW	23	28N	113W	02/02/1981	61	3
G1	90886	BELCO GRBU 66-17	ALICE M SCHAFFER	NE	17	27N	112W	03/31/1981	61	235
G2	90886	BELCO GRBU 66-17	BENEFICIAL OIL CO.	NE	17	27N	112W	11/24/1981	41	525
	90797	ELBU #33-28	YOSE CATTLE CO.	NW	28	27N	112W	08/26/1980	60	5
2	90796	ELBU #30-21	WALTER C YOSE, JR		21	27N	112W	07/08/1980	37	234
2	90782	ELBU #32-33	YOSE CATTLE CO.	NE	32	27N	112W	07/08/1980	59	226

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	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2	90818	GRBU #73-17	BENEFICIAL OIL CO.	NW,NE	17	27N	112W	03/13/1981	61	110
	90819	GRBU#75-31	FREDA DEGRAW	NE	31	27N	112W	03/31/1981	61	233
1	NA	LAT A-27 EXT #3	FEAR RANCHES, INC.			28N	111W,112W	10/11/1982	41	231
	SURPLUS LAND	BELCO MICKELSON CK FED #1-17	MICKELSON LAND CO.	SW,NW	8,17	32N	114W	03/24/1981	61	147
2	90928	BELCO S-32-33	BUDD & SOSS LAND CO.	SE	33	30N	113W	03/08/1982	40	57
	SURPLUS LAND	BELCO OTE CK UNIT #4-8	MICKELSON LAND CO.	SE	8	32N	114W	03/24/1981	61	137
	SURPLUS LAND	BELCO OTE CK #5-34	MICKELSON LAND CO.	SW	34	33N	114W	03/24/1981	61	139
	SURPLUS LAND	BELCO OTE CK #6-34	MICKELSON LAND CO.	SE,SW	34	33N	114W	03/24/1981	61	143
	SURPLUS LAND	BELCO C-78-26	WALTER C YOSE, JR		23,26	28N	113W	11/12/1981	39	385
1	90940	BELCO BIRD ST #3-16	BENEFICIAL OIL CO.	NE	17	27N	112W	03/28/1982	67	678
	91063	CAROLLA HAY JENSEN #2	JOHN W JENSEN	SE	11	31N	109W	08/10/1983	44	22
1	90964	CAROLLA HAY JENSEN #1	BRANDT JENSEN	NE	11	31N	109W	06/22/1982	42	528
2	90964	CAROLLA HAY JENSEN #1	GORDON STEELE	NW	11	31N	109W	09/02/1982	42	532
	91182	BELCO C-79-23	YOSE CATTLE CO.	SW	23	28N	113W	08/23/1982	44	24
10	NA	TRUNK A	GORDON MICKELSON	SE,SW	28	31N	110W	08/19/1982	41	528
12	NA	TRUNK A	DONALD M KENDALL		27,28	31N	110W	08/12/1982	42	633
2	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.			28N	112W,113W	07/13/1982	41	75
3	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.	SW,SE,NE	17	29N	111W	07/29/1982	41	533
/A	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.		5,8	29N	111W	07/29/1982	41	533
/B	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.	NE,SE,SW	33	30N	111W	07/29/1982	41	533
/A	NA	LATERAL A-15 LOOP #1	BENEFICIAL OIL CO.	SE	20	27N	112W	10/31/1960	29	516
/B	NA	LATERAL A-15 LOOP #1	BENEFICIAL OIL CO.		20,21	27N	112W	10/31/1960	29	516

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	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2	NA	LATERAL A-1	GORDON E STEELE		2,11	31N	109W	09/02/1982	41	687
3	NA	LATERAL A-1	BRANDT JENSEN	NE	11	31N	109W	09/02/1982	41	691
4	NA	LATERAL A-1	LEO JENSEN	SE	11	31N	109W	09/02/1982	41	689
		BELCO CHAPEL CYN 30-18	FEAR RANCHES	SW	18	28N	111W	10/11/1982	43	404
33	91126	DMMD SHMRK DSC SPLT RVR 31-2	KENNETH FEAR	SW	25	28N	112W	06/22/1984	45	504
34	91126	DMMD SHMRK DSC SPLT RVR 31-2	DELBERT W SELBY	NE	35	28N	112W	06/20/1984	45	508
35	91126	DMMD SHMRK DSC SPLT RVR 31-2	YOSE CATTLE CO.	SE	35	28N	112W	06/14/1984	45	490
32	NA	LATERAL A-33	FEAR RANCHES, INC.	NE,SE	24	28N	112W	05/19/1983	42	523
32	91129	DSC SPLIT RIVER 24-35	YOSE CATTLE CO.	SE	35	28N	112W	07/18/1984	45	659
33	91129	DSC SPLIT RIVER #24-35	DELBERT W SELBY	SW	35	28N	112W	07/07/1984	45	657
	91139	YOSE FED #40-35	YOSE CATTLE CO.	SE	35	28N	112W	06/14/1984	45	488
	91105	CHAPEL FED #10-25	FRANK FEAR	NW	25	28N	112W	06/22/1984	45	500
	91147	TIP TOP #63X-27P	ALICE M SCHAFFER		27	28N	113W	01/10/1985	46	465
32	91122	CASTLE CK FED 34-28	KENNETH FEAR		21,28	32N	114W	08/16/1984	47	488
33	91122	CASTLE CK FED 34-28	CHARLES C PRICE	NE	28	32N	114W	09/14/1984	47	510
310	NA	TRUNK A (COTTONWOOD CANAL)	GORDON MICKELSON	NE	1	30N	111W	08/15/1984	47	593
33/A	NA	TRUNK A	GORDON M MICKELSON	NE	1	30N	111W	08/01/1984	47	579
33/B	NA	TRUNK A	GORDON M MICKELSON	NE	1	30N	111W	08/01/1984	47	579
34	NA	TRUNK A	HARRY ZIMMERMAN	SW	36	31N	111W	08/15/1984	47	586
35	NA	TRUNK A	ERIC L MICKELSON	SE,NE,NW	35	31N	111W	08/10/1984	47	596
36/A	NA	TRUNK A	JAMES A GREENWOOD, JR.	NW	35	31N	111W	08/16/1984	47	588
36/B	NA	TRUNK A	JAMES A GREENWOOD, JR.		27,34	31N	111W	08/16/1984	47	588

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34/B	MA	TRUNK A LOOP 2	TOM	BARROWER	SE,SW	32	26N	11EW	07/01/1958	21	256		
34/B	MA	TRUNK [illegible] LOOP 2	LILLIAN	JOHNSON, ET AL	SW	17	29N	11EW	07/01/1955	13	223		
34/A	MA	TRUNK [illegible] LOOP 2	LILLIAN	JOHNSON, ET AL	SW	17	29N	11EW	07/01/1955	13	223		
2G5/B	MA	TRUNK N	FLYING [illegible] LAND & LIVESTOCK			10	29N	11EW	08/08/1955	131	362		
2G5/A	MA	TRUNK N	FLYING [illegible] LAND & LIVESTOCK			11	29N	11EW	08/08/1955	131	357		
2G4	MA	TRUNK N	CAROLINE	M WARREN, ET AL		17	28N	11EW	07/01/1955	13	223		
2G2	MA	TRUNK N	RUTH	A CAMBERLAIN		20,21	28N	11EW	07/11/1955	13	219		
2G7	MA	TRUNK N	DAN	B BUDD		3	29N	11EW	04/07/1959	23	473		
3G4	MA	TRUNK B	ROY	W WHITMAN		21	28N	11EW	06/30/1955	15	14		
3G2	MA	TRUNK B	RUTH	A CAMBERLAIN		20,21	28N	11EW	07/11/1955	13	219		
4G4	MA	16" BIG PINEY LAT.	ROY	W WHITMAN		21	28N	11EW	06/30/1955	15	14		
33/B	MA	7K N LOOP	FLYING [illegible] LAND & LIVESTOCK		SE,NE	10	29N	11EW	09/14/1989	56	201		
31	90781	RIM 27-32	M.F. WEALAN CO.		NE	32	27N	11EW	08/19/1980	60	1		
3	90026	RKLCO 33	FLYING [illegible] LAND & LIVESTOCK		NE	10	29N	11EW	08/08/1955	131	362		
31	90532	TIP TOP 71X-9G	SUBLETTE CO.		SE,SW	8	28N	11EW	04/05/1955	14	368		
1	91180	TIP TOP 77X-6G	LILLIAN	E BARROWER		5,6	27N	11EW	11/10/1906	50	438		
3G2	91191	ROSEBACK 72X-29G	J.F. RANCH, INC.		NE	29	27N	11EW	11/10/1906	50	434		
3	91189	ROSEBACK T36X-12G	LILLIAN	E BARROWER	SE	12	27N	11EW	11/10/1906	50	436		
5	91172	CASTLE CK FED 43-21	KENNETH	FEAR	SE	21	32N	11EW	07/22/1905	47	532		
7		CASTLE CK FED 23-22 MS & AC RD	KENNETH	FEAR		22	32N	11EW	11/26/1905	48	390		
3G7/B	MA	TRUNK A	KENNETH	FEAR	SE	22	32N	11EW	08/16/1964	47	572		
3G7/A	MA	TRUNK A	KENNETH	FEAR		26,27	32N	11EW	08/16/1964	47	572		

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SECTION #	FACILITY	CHARTER(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	BOOK	PAGE

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	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
?/B	90411 (P&A)	BELCO 87-18	OLIVE	E IRWIN	SW	19	28N	112W	10/27/1967	24	426
?/C	90411 (P&A)	BELCO 87-18	ALICE	M SCHAFFER, ET AL	NW	19	28N	112W	10/09/1967	24	399
	90017	BELCO #18	DAN	E BUDD		3	29W	113W	04/07/1959	23	473

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CODE & LN #	MATRK #	FACILITY	EASEMENT NO.
49-023 81942	91048	RELCO CWDU 05-12	–
49-035 819232Q2	91237	EMEMORETICS FED 10-31	–
49-023 830282Q2	91170	RELCO KLDU 34-8	–
49-035 826378Q2	–	LAT A-26 LOOP #2	–
49-035 826260Q2/A	–	LATERAL A-1, LOOP 2	–
49-035 77415	90503	FOSSETT CREEK #6-16	LEASE RIGHTS
49-035 82782	91042	CITIES SERVICE STATE J #1	–
49-023 80623	90916	RELCO CWDU 77-13	LEASE RIGHTS
49-023 80625	90805	RELCO CWDU 78-13	LEASE RIGHTS
49-023 8403064	–	SOUTH CREEK-OPAL METERAN P/L	–
49-023 81975Q2	90930	RELCO CWDU 03-7	–
49-023 80877	90877	GOODSTEIN ST #33-16	LEASE RIGHTS
49-035 57205IQ2	90048	RELCO S-7	–
49-037 8301446Q4	91015	MCEWIN 1-32	LEASE RIGHTS
49-023 809I6Q2	–	TK A EXT #1	–
49-035 74227Q2	90511	KLSU #21-29	–
49-023 571994Q5/A	–	16" BIG PINEY LATERAL	612
49-023 571994Q5/B	–	16" BIG PINEY LATERAL	612
49-035 57207703	–	TROUT A-1	673
49-023 57207703	–	TROUT A-1	674
49-035 604400I	–	LATERAL N-3	710
49-023 57209640I0	–	30" BIG PINEY LATERAL	710

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SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	BOOK	PAGE
SE,SW	12	26N	113W	–	–	–
NE	36	28N	112W	–	–	–
–	16	26N	112W	–	–	–
SE	16	27N	112W	11/23/1983	–	–
SE	36	27N	113W	09/27/1982	–	–
–	16	28N	114W	10/21/1977	–	LM
SE	36	28W	112W	–	–	–
NE	13	26W	113W	–	–	LM
SW,SE	13	26W	113W	–	–	LM
NW,SW	36	22N	114W	01/07/1988	–	–
SE	12	26N	113W	–	–	–
–	36	30N	113W	–	–	–
SW	32	19N	111W	–	–	–
–	16	23N	111W	–	–	–
–	29	27N	112W	02/04/1957	–	–
SW	36	22N	114W	08/13/1956	–	–
NW,SW	36	26N	113W	08/13/1956	–	–
–	26	27N	113W	12/31/1957	–	–
–	1	26N	113W	12/31/1957	–	–
NE	36	29W	113W	09/15/1959	–	–
NW,SW	36	25N	113W	09/15/1959	–	–

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	572094G5	_	30" BIG PINEY LAT	712	NW,SW,SE	16	27N	113W	09/15/1959	_	_
49-023	572094G14	_	30" BIG PINEY LATERAL	713	SW	36	22N	114W	09/15/1959	_	_
49-035	60375G3	_	LATERAL A-12	730	_	36	28N	114W	03/03/1960	_	_
49-035	601339	90163	DRY PINEY #6, LATERAL A-12	730	_	36	28N	114W	03/03/1960	_	_
49-035	60777G2	90211	CHIMNEY BUTTE #14	765	SE,SW	36	28N	113W	04/03/1961	_	_
49-035	61010	90217	BELFER BNG #50	766	_	16	27N	113W	04/03/1961	_	_
49-035	60985G3	_	LATERAL A-15	767	_	16	27N	112W	04/03/1961	_	_
49-023	601325	90214	GRBU #2	768	_	12,13	26N	113W	04/03/1961	_	_
49-023	601326	90218	GRBU #4	769	NE,SE	13	26N	113W	04/03/1961	-	-
49-035	60774G2	_	LATERAL A-13	770	_	35	28N	113W	04/03/1961	-	_
49-023	60987G2	_	LATERAL A-17	771	_	12,13	26N	113W	04/03/1961	_	_
49-023	388G2/A	_	LATERAL A-17 LOOP	771	NW,NE	13	26N	113W	04/03/1961	_	_
49-023	388G2/B	_	LATERAL A-17 LOOP	771	SE	12	26N	113W	04/03/1961	_	_
49-035	601008	90222	GRBU #8	779	SW,SE	36	27N	113W	05/03/1961	_	_
49-023	611353	90259	GRB #42	835	NW	13	26N	113W	06/26/1962	_	_
49-035	62016	-	STATE #1 M/S	836	SW	16	27N	112W	06/26/1962	_	_
49-035	61588	90230	GRBU #13	840	_	1	26N	113W	08/20/1962	_	_
49-035	62076	-	CPS #599	895	SW	16	27N	112W	03/13/1963	_	_
49-035	62956	90303	BELCO C-59	896	NW NE	36	28N	113W	03/13/1963	_	_
49-035	62955	90302	BELCO C-60	897	NW,NE	36	28N	113W	03/13/1963	_	_
49-035	62951	_	LATERAL N-19	898	_	36	28N	113W	03/13/1963	_	_
49-035	62833	90294	HOGSBACK #76-36	901	WESE	36	27N	114W	03/13/1963	_	_

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CODE #	LW #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	62032G2	_	LATERAL A-19	902	_	36	27N	114W	03/13/1963	_	_
49-035	62336G2	_	ACCESS ROAD	903	NW	16	27N	113W	03/13/1963		
49-035	62806	90313	GRBU #38	907	SE,NE	36	27N	113W	05/22/1963		
49-035	611362/B	90272	GRB #41	928	_	36	27N	113W	08/20/1963		
49-023	611362/A	90272	GRB #41	928	_	1	26N	113W	08/20/1963	_	_
49-035	62017	_	ACCESS ROAD	974	SW	16	27N	112W	03/20/1964		
49-023	62176G2	_	LATERAL A-1 LOOP	975	_	_	26N,27N	113W	03/20/1964	_	_
49-035	63385	90336	BELCO C-61	976	NE,NW	36	28N	113W	03/20/1964	_	_
49-035	63785G1	_	LATERAL N-20	981	NWNE	36	28N	113W	03/20/1964	_	_
49-035	63384	_	LATERAL N-19 EXT	1039	_	36	28N	113W	04/09/1965	_	_
49-035	63386	NA	BELCO C-62	1040	SE	36	28N	113W	04/09/1965	_	_
49-035	64910G2	90370	BELCO #B-36	1043	NE	36	29N	113W	04/09/1965	_	_
49-035	67000G1	90407	STARR CORRAL TANK BATT #1	1152	_	26	30N	113W	11/06/1967	_	_
49-035	68012G2	90420	NORTH LA BARGE #23-16	1201	SESW	16	27N	113W	07/03/1968	_	_
49-035	67173	90415	BIRD STATE #1	1216	SESE	16	27N	112W	10/03/1968	_	_
49-035	67187	90423	BIRD STATE #2	1273	_	16	27N	112W	08/08/1969	_	_
49-035	68146G2	90437,90438	BOGSBACK #36-31	1282	SE	36	27N	114W	09/04/1989	_	_
49-035	70140	90451	MOBIL WELL 26-16 METER STN	1415	SW	16	28N	113W	07/09/1971	_	_
49-035	71102	90465	BOGSBACK #77X-36	1453	_	26	28N	114W	02/11/1972	_	_
49-023	68126G2	90513	GRBU #51-1	1799	_	1	26N	113W	07/19/1976	_	_
49-023	74230G2	90513	GRBU #51-1	1799	_	1	26N	113W	07/19/1976	_	_
49-035	75063	90519	GRBU #55-1	1800	_	1	26N	113W	07/19/1965	_	_

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	75066	90515	GRBU #54-36	1809	SW,SW	36	27N	113W	09/10/1976	_	_
49-035	75187G2	90561	POGARTY CREEK #2-16	2172	_	16	28N	114W	07/03/1979	_	_
49-035	76204G1	90564	POGARTY CREEK #4-17	2174	_	16	28N	114W	07/03/1979	_	_
49-037	77222	90591	CHAMBERS STATE #1-16	2178	NW	16	14N	102W	07/03/1979	_	_
49-007	77523G4	_	TRUNK A	2272	_	16	18N	92W	03/05/1980	_	_
49-035	78094G1	90604	FED #2-23	2273	SE	16	27N	112W	03/05/1980	_	_
49-037	78156G5/B	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
49-023	78156G5/A	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
49-007	78091	90615,90616	STATE 22-9 (A&B) DUAL	2320	NW	9	12N	93W	06/17/1980	_	_
49-007	78095G2	90618	BALTA FEDERAL 1-A	2403	_	8,9	12N	93W	02/06/1981	_	_
49-035	79239G1	90652	GRBU #63-35	2433	NW	36	27N	113W	02/06/1981	_	_
49-023	78235G2	_	LAT A-3	2467	NW,NE	16	19N	112W	06/29/1981	_	_
49-037	77251G2	_	TRUNK A	2468	_	16	14N	102W	06/29/1981	_	_
49-037	00471G1	90820	WYOMING "U" (NCT-1) NO.1	2498	ALL	24	19N	112W	06/29/1981	_	_
49-023	78514G8	_	PAINTER TRUNK A	2789	SE	16	19N	116W	03/21/1983	_	_
49-041	78515G4	_	RYCKMAN LATERAL	2790	_	16	17N	118W	03/21/1983	_	_
49-037	78965G1/B	90809	CAMPLIN #206 F-1	2805	_	26	19N	112W	03/21/1983	_	_
49-037	78965G1/C	90809	CHAMPLIN #206 F-1	2805	_	36	19N	112W	03/21/1983	_	_
49-037	78965G1/A	90809	CHAMPLIN #206 F-1	2805	_	22	19N	112W	03/21/1983	_	_
49-007	79046	90754	BARREL SPRINGS UNIT 16-1	2813	NW,SW,SE	16	16N	92W	03/21/1983		
49-037	79653G2	90746	CHRISTMANN #1-31	4113	SW,SE	36	22N	104W	11/23/1983		
49-035	8252G3	_	LATERAL A-15 LOOP #1	4113	SW,SE	16	27N	112W	11/23/1983	_	_

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CODE #	LS #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
49-023	80624G1	90883	BELCO GMBU 79-12	4113	NE	12	26N	113W	11/23/1983	_	_
49-037	81245G2	90957	LARSBERRY 1-30	4113	SE	24	15N	112W	01/29/1982	_	_
49-007	80155G2	90945	CRESTON III #4-36	4113	NW,NE,SE	36	18N	92W	11/23/1983	_	_
49-035	81751G2	94069	BELCO BIRD ST #3-16	4113	NW	16	27N	112W	11/23/1983	_	_
49-007	78083	_	*CRESTON ROSE EXCH METER SITE	4131A	NE	16	18N	92W	06/21/1992	_	_
49-035	00312	94130	CRAIG DELIVERY METER SITE	4131A	NE	16	28N	112W	06/21/1992	_	_
49-041	80106G1	90892,90893	STATE OF WYOMING W #1	4131A	_	36	16N	113W	06/21/1992	_	_
49-035	82530G14	_	LATERAL A-6 EXT #1	4131A	NE,NW	16	28N	112W	06/21/1992	_	_
49-035	81081	90908	BELCO C75-36	4143	NE	36	28N	113W	11/23/1983	_	_
49-035	80918G2	_	LATERAL A-26 LOOP	4175	SE	16	37N	112W	09/04/1985	_	_
49-007	80309G2	91080	BSU FED. #40-8	4219	NW	16	16N	93W	06/06/1985	_	_
49-035	83007SG2	91126	DMND SHMRK DSC SPLT RVR 31-2	4301	NW	36	28N	112W	11/07/1985	_	_
49-035	830278	91109	BELCO NLBU #36-16	4302	_	16	27N	113W	08/07/1986	_	_
49-035	830281	91108	BELCO GMBU 81-36	4303	SE,NE	36	27N	113W	01/09/1986	_	_
49-007	84012202	_	TRUNK A EXT. 1	4304	NW	16	16N	93W	09/04/1986	_	_
49-035	84018SG2/C	_	TRUNK A	4335	SW	36	32N	114W	08/07/1986	_	_
49-035	84018SG2/A	_	TRUNK A	4335	SE	36	31N	111W	08/07/1986	_	_
49-035	84018SG2/B	_	TRUNK A	4335	SE,SW,NW	16	31N	112W	08/07/1986	_	_
49-035	850101	91167	CITIES SERVICE STATE 3J	4520	NE	36	28N	112W	_	_	_
49-035	80513G2	_	LAT A-27 EXT #3	4601	NE,SE	36	28N	112W	10/02/1986	_	_
49-035	00288G1	91209	ENRON FIGURE FOUR FED #6-31	4930	SE	36	28N	112W	06/10/1992	_	_
49-023	00392G2	91385	CHAMPLIN 149 AMOCO G-2	5093	SW,SW	34	19N	112W	08/01/1990	_	_

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CODE #	LH #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	00577G1	_	22 HOT-TAP	5093	SW	34	19N	112W	11/12/1990	_	_
49-023	00423G6/A	_	LAT A10, A3 X-OVER	5093	NE,SE	16	19N	112W	08/02/1990	_	_
49-041	00398Q5	_	TRUNK "B"	5093	W1/2	34	19N	112W	08/01/1990	_	_
49-023	00390G1	91322	CHAMPLIN 149 AMOCO L-2	5093	SE	16	19N	112W	07/24/1990	_	_
49-023	00813/B	91511	BRUFF #14	5093	_	16	19N	112W	01/22/1992	_	_
49-023	00423G6/B	_	LAT A10,A3 X-OVER	5093	SW	22	19N	112W	08/02/1990	_	_
49-035	00455G1	_	LATERAL A-34	5094	_	16	27N	112W	PENDING	_	_
49-037	00504G1	91395	CHAMPLIN 8206 F-2	5109	W1/2	32	19N	112W	06/10/1992	_	_
49-041	00502G1	91393	CHAMPLIN 186 F-2	5109	N1/2	8	18N	111W	06/10/1992	_	_
49-041	516G1/A	_	LATERAL B-4	5142	_	8,16	18N	112W	06/01/1992	_	_
49-041	515G2	_	LATERAL B-3	5142	NE,NW,SW	16	18N	112W	06/01/1992		
49-037	00519G1/B	_	LATERAL B-5	5152	NE,NW	34	19N	112W	01/24/1991	_	_
49-037	00519G1/A	_	LATERAL B-5	5152	SE	26	19N	112W	01/24/1991	_	_
49-023	00525	_	BRUFF #1	5152	_	22	19N	112W	PENDING	_	_
40-037	00522G2	90670	*BRUFF #2	5154	SW	17	10N	112W	06/08/1992	_	_
49-041	516G1/B	_	LATERAL B-4	5170	NW	8	18N	112W	06/10/1992	_	_
49-023	00490G2	_	LATERAL A-21	5170	ALL	16	19N	112W	06/10/1992	_	_
49-041	534	90726	BRUFF #8	5178	NW	8	18N	112W	06/08/1992	_	_
49-041	516G1/C	_	LATERAL B-4	5178	SW	6	18N	112W	06/08/1992	_	_
49-037	527G2	90895,90894	CHAMPLIN 149 F-1	5181	SW	36	19N	112W	04/08/1991	_	_
49-037	623G1	91421	AMOCO-CHAMPLIN 285 H-1	5202	SE	24	19N	112W	06/08/1992	_	_
49-023	627G2	91428	ARROW HEAD-SPUR CANYON #1	5231	NW	16	26N	112W	06/08/1992	_	_

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CODE #	LB #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	00725/B	_	LATERAL A-1 CROSSOVER	5251	SE	36	27N	113W	PENDING	_	_
49-023	00725/A	_	LATERAL A-1 CROSSOVER	5251		1,12	26N	113W	PENDING	_	_
49-023	38GG2/C	_	LATERAL A-17 LOOP	5256	SW	16	26N	112W	PENDING	_	_
49-023	00714	90704	BRUFF #3	5265	NE	16	19N	112W	PENDING	_	_
49-023	00813/A	91511	BRUFF #14	5277	_	16	19N	112W	PENDING	_	_
49-035	00725/C	_	LAT. A-1 X-OVER ACCESS RD	5299	_	36	27N	113W	PENDING	_	_
49-041	00901	91602	BRUFF #12	5303	_	8	18N	112W	PENDING	_	_
49-035	60988	-	LATERAL A-18	5690	SW	16	27N	112W	02/02/1961 — CANCELLED 10-18-11	_	_
49-023	611451	_	GRB #18	5820 848	NE	1	26N	113W	03/01/1962		
49-023	62001G2	90310	GRBU #25 & #45	5808 — A-3 LK	_	_	26N	113W	04/30/1964	_	_
49-037	67159G4/A	90416	MAXA UNIT #1	8177	_	22	19W	112W	02/23/1968	_	_
49-023	67159G3/B	90416	MCKA UNIT #1	8078 1176	_	22	19W	112W	02/23/1968	_	_
49-023	78704G3	90698	WILSON RANCH #6	8119 — 2467	_	16	19W	112W	03/13/1979	_	_
49-023	78865G2	90670	AMOCO BRUFF #2	8429 SIGA	_	16	19W	112W	07/05/1979	_	_
49-041	79512G5	_	LAT A4	8245 — INFO	_ mile mile	36	18W	11[illegible]W	11/29/1979	_	_
49-007	77457G2	90617	STATE 1-9	8267 — 2468	NW	9	12N	93W	02/06/1981	_	_
49-007	79405G2	_	LAT A-2	8643?	NW	16	16N	93W	03/21/1983	_	_

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
	91048	BELCO GRBU 85-12	_	SE,SW	12	26N	113W	_	_	_
!	91237	ENERGETICS FED 10-31	_	NE	36	28N	112W	_	_	_
:2	91170	BELCO ELBU 34-8	_	_	16	26N	112W	_	_	_
!	_	LAT A-26 LOOP #2	_	SE	16	27N	112W	11/23/1983	_	_
'/A	_	LATERAL A-1, LOOP 2	_	SE	36	27N	113W	09/27/1982	_	_
	90583	FOGARTY CREEK #6-16	LEASE RIGHTS	_	16	28N	114W	10/21/1977	_	LR
	91042	CITIES SERVICE STATE J #1	_	SE	36	28N	112W	_	_	_
	90916	BELCO GRBU 77-13	LEASE RIGHTS	NE	13	26N	113W	_	_	LR
	90865	BELCO GRBU 78-13	LEASE RIGHTS	SW,SE	13	26N	113W	_	_	LR
:4	_	SMITH CREEK-OPAL METHANE P/L	_	NW,SW	36	22N	116W	01/07/1988	_	_
!	90930	BELCO GRBU 83-7	_	SE	12	26N	113W	_	_	_
	90877	GOODSTEIN ST #33-16	LEASE RIGHTS	SE	16	23N	112W	_	_	LR
:2	90048	BELCO S-7	_	_	36	30N	113W	_	_	_
:4	91015	MERWIN 1-32	LEASE RIGHTS	SW	32	19N	111W	_	_	_
!	_	TK A EXT #1	_	_	16	23N	112W	_	_	_
!	90511	ELBU #21-29	_	_	29	27N	112W	02/04/1957	_	_
:5/A	_	16" BIG PINEY LATERAL	612	SW	36	22N	114W	08/13/1956	_	_
:5/B	_	16" BIG PINEY LATERAL	612	NW,SW	36	26N	113W	08/13/1956	_	_
:2	_	TRUNK A-1	673	_	26	27N	113W	12/31/1957	_	_
:3	_	TRUNK A-1	674	_	1	26N	113W	12/31/1957	_	_
:	_	LATERAL N-3	710	NE	36	29N	113W	09/15/1959	_	_
:10	_	30" BIG PINEY LATERAL	710	NW,SW	36	25N	113W	09/15/1959	_	_

	MARKER #	FACILITY	RAS/PERMIT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
05	—	30" MIG PIPET LAT	712	NW,SW,SE	16	27N	11EW	09/15/1959	—	—
G14	—	30" MIG PIPET LATERAL	713	SW	36	22N	11EW	09/15/1959	—	—
3	—	LATERAL A-12	730	—	36	28N	11EW	03/03/1960	—	—
	90163	DRY PIPET #6, LATERAL A-12	730	—	36	20N	11EW	03/03/1960	—	—
2	90211	CHIMNEY BUTTE #14	765	SE,SW	36	20N	11EW	04/03/1961	—	—
	90217	BELTER RNG #50	766	—	16	27N	11EW	04/03/1961	—	—
J	—	LATERAL A-15	767	—	16	27N	11EW	04/03/1961	—	—
	90214	CROW #2	768	—	12,13	26N	11EW	04/03/1961	—	—
	90218	CROW #4	769	NE,SE	13	26W	11EW	04/03/1961	—	—
2	—	LATERAL A-13	770	—	35	20W	11EW	04/03/1961	—	—
2	—	LATERAL A-17	771	—	12,13	26N	11EW	04/03/1961	—	—
A	—	LATERAL A-17 LOOP	771	NW,NE	13	26W	11EW	04/03/1961	—	—
B	—	LATERAL A-17 LOOP	771	SE	12	26W	11EW	04/03/1961	—	—
	90222	CROW #8	779	SW,SE	36	27N	11EW	05/03/1961	—	—
	90239	CRW #42	835	NW	13	26W	11EW	06/26/1962	—	—
	-	STAKE #1 N/B	836	SW	16	27N	11EW	06/26/1962	—	—
	90230	CROW #13	840	—	1	26W	11EW	08/20/1962	—	—
	-	CRW #5599	895	SW	16	27N	11EW	03/13/1963	—	—
	90303	BELCO C-59	896	NW,NE	36	28W	11EW	03/13/1963	—	—
	90302	BELCO C-60	897	NW,NE	36	28W	11EW	03/13/1963	—	—
	—	LATERAL H-19	898	—	36	26W	11EW	03/13/1963	—	—
	90294	BOOSANCE #76-36	901	NESE	36	27N	11EW	03/13/1963	—	—

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
–	LATERAL A-19	902	–	36	27N	11W	03/13/1963	–	–
–	ACCESS ROAD	903	NW	16	27N	11W	03/13/1963		
90313	GRID #36	907	NE,NE	36	27N	11W	05/22/1963		
90272	GRD #41	926	–	36	27N	11W	08/20/1963		
90272	GRD #41	928	–	1	26N	11W	08/20/1963	–	–
–	LATERAL A-1 LOOP	975	–	–	26N,27N	11W	03/20/1964	–	–
90336	MELCO C-61	976	NE,NW	36	28N	11W	03/20/1964	–	–
–	LATERAL H-20	981	NWNE	36	28N	11W	03/20/1964	–	–
–	LATERAL H-19 EXT	1039	–	36	28N	11W	04/09/1965	–	–
MA	MELCO C-62	1040	NE	36	28N	11W	04/09/1965	–	–
90370	MELCO PB-36	1043	NE	36	29N	11W	04/09/1965	–	–
90407	STARK CORRAL TANK BATT #1	1152	–	26	30N	11W	11/06/1967	–	–
90420	MORTE LA BARGE #23-16	1201	NESW	16	27N	11W	07/03/1968	–	–
90419	BIRD STATE #1	1216	SESE	16	27N	11W	10/03/1968	–	–
90423	BIRD STATE #2	1273	–	16	27N	11W	08/08/1969	–	–
90437,90438	BOOMERCK #36-31	1282	SE	36	27N	11W	09/04/1969	–	–
90451	MOBIL WELL 26-16 HEITER STN	1415	SW	16	28N	11W	07/09/1971	–	–
90465	BOOMERCK #77X-36	1453	–	26	28N	11W	02/11/1972	–	–
90513	GRDU #51-1	1799	–	1	26N	11W	07/19/1976	–	–
90513	GRDU #51-1	1799	–	1	26N	11W	07/19/1976	–	–
90519	GRDU #55-1	1800	–	1	26N	11W	07/19/1965	–	–

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90515	GRBU #54-36	1809	SW,SW	36	27N	113W	09/10/1976	_	_
	90561	FOGARTY CREEK #2-16	2172	_	16	28N	114W	07/03/1979	_	_
	90564	FOGARTY CREEK #4-17	2174	_	16	28N	114W	07/03/1979	_	_
	90591	CHAMBERS STATE #1-16	2178	NW	16	14N	102W	07/03/1979	_	_
	_	TRUNK A	2272	_	16	18N	92W	03/05/1980	_	_
	90604	FED #2-23	2273	SE	16	27N	112W	03/05/1980	_	_
/B	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
/A	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
	90615,90616	STATE 22-9 (A&R) DUAL	2320	NW	9	12N	93W	06/17/1980	_	_
	90618	BALTA FEDERAL 1-A	2403	_	8,9	12N	93W	02/06/1981	_	_
	90652	GRBU #61-35	2433	NW	36	27N	113W	02/06/1981	_	_
	_	LAT A-3	2467	NW,NE	16	19N	112W	06/29/1981	_	_
	_	TRUNK A	2468	_	16	14N	102W	06/29/1981	_	_
	90820	WYOMING "U" (HCT-1) NO.1	2498	ALL	24	19N	112W	06/29/1981	_	_
	_	PAINTER TRUNK A	2789	SE	16	19N	116W	03/21/1983	_	_
	_	RYCROFT LATERAL	2790	_	16	17N	118W	03/21/1983	_	_
/B	90809	CAMPLIN #206 F-1	2805	_	26	19N	112W	03/21/1983	_	_
/C	90809	CHAMPLIN #206 F-1	2805	_	36	19N	112W	03/21/1983	_	_
/A	90809	CHAMPLIN #206 F-1	2805	_	22	19N	112W	03/21/1983	_	_
	90754	BARREL SPRINGS UNIT 16-1	2813	NW,SW,SE	16	16N	92W	03/21/1983		
	90746	CHRISTMANN #1-31	4113	SW,SE	36	22N	104W	11/23/1983		
	_	LATERAL A-15 LOOP #1	4113	SW,SE	16	27N	112W	11/23/1983	_	_

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
L	90883	BELCO GNBU 79-12	4113	NE	12	26N	113W	11/23/1983	_	_
2	90957	LARSBERRY 1-30	4113	SE	24	19N	112W	01/29/1982	_	_
2	90945	CRESTON III #4-36	4113	NW,NE,SE	36	18N	92W	11/23/1983	_	_
2	94069	BELCO BIRD ST #3-16	4113	NW	16	27N	112W	11/23/1983	_	_
	_	*CRESTON ROSE EXCH METER SITE	4131A	NE	16	18N	92W	06/21/1992	_	_
	94130	CRAIG DELIVERY METER SITE	4131A	NE	16	28N	112W	06/21/1992	_	_
11	90892,90893	STATE OF WYOMING W #1	4131A	_	36	18N	113W	06/21/1992	_	_
14	_	LATERAL A-6 EXT #1	4131A	NE,NW	16	28N	112W	06/21/1992	_	_
	90908	BELCO C75-36	4143	NE	36	28N	113W	11/23/1983	_	_
!	_	LATERAL A-26 LOOP	4175	SE	16	37N	112W	09/04/1986	_	_
?	91080	BBU FED. #40-8	4219	NW	16	16N	93W	06/06/1985	_	_
32	91126	DMBD SHMOK DSC SPLT HVR 31-2	4301	NW	36	28N	112W	11/07/1985	_	_
	91109	BELCO NLBU #30-16	4302	_	16	27N	113W	08/07/1986	_	_
	91108	BELCO GRBU #1-36	4303	SE,NE	36	27N	113W	01/09/1986	_	_
32	_	TRUNK A EXT. 1	4304	NW	16	16N	93W	09/04/1986	_	_
32/C	_	TRUNK A	4335	SW	36	32N	114W	08/07/1986	_	_
32/A	_	TRUNK A	4335	SE	36	31N	111W	08/07/1986	_	_
32/B	_	TRUNK A	4335	SE,SW,NW	16	31N	112W	08/07/1986	_	_
	91167	CITIES SERVICE STATE 3J	4520	NE	36	28N	112W	_	_	_
:	_	LAT A-27 EXT #3	4601	NE,SE	36	28N	112W	10/02/1986	_	_
	91209	ENRON FIGURE FOUR FED #6-31	4930	SE	36	28N	112W	06/10/1992	_	_
	91385	CHAMPLIN 149 AMOCO G-2	5093	SW,SW	34	19N	112W	08/01/1990	_	_

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:1	_	22 HOT-TAP	5093	SW	34	19N	112W	11/12/1990	_	_
:6/A	_	LAT A10, A3 X-OVER	5093	NE,SE	16	19N	112W	08/02/1990	_	_
:5	_	TRUNK "B"	5093	W1/2	34	19N	112W	08/01/1990	_	_
:1	91322	CHAMPLIN 149 AMOCO L-2	5093	SE	16	19N	112W	07/24/1990	_	_
B	91511	BRUFF #14	5093	_	16	19N	112W	01/22/1992	_	_
:6/B	_	LAT A10,A3 X-OVER	5093	SW	22	19N	112W	08/02/1990	_	_
:1	_	LATERAL A-34	5094	_	16	27N	112W	PENDING	_	_
:1	91395	CHAMPLIN #206 F-2	5109	W1/2	32	19N	112W	06/10/1992	_	_
:1	91393	CHAMPLIN 186 F-2	5109	N1/2	8	18N	111W	06/10/1992	_	_
A	_	LATERAL B-4	5142	_	8,16	18N	112W	06/01/1992	_	_
	_	LATERAL B-3	5142	NE,NW,SW	16	18N	112W	06/01/1992		
:1/B	_	LATERAL B-5	5152	NE,NW	34	19N	112W	01/24/1991	_	_
:1/A	_	LATERAL B-5	5152	SE	26	19N	112W	01/24/1991	_	_
	_	BRUFF #1	5152	_	22	19N	112W	PENDING	_	_
:2	90670	^BRUFF #2	5154	SW	17	10N	112W	06/08/1992	_	_
B	_	LATERAL B-4	5170	NW	8	18N	112W	06/10/1992	_	_
:2	_	LATERAL A-21	5170	ALL	16	19N	112W	06/10/1992	_	_
	90726	BRUFF #8	5176	NW	8	18N	112W	06/08/1992	_	_
C	_	LATERAL B-4	5178	SW	6	18N	112W	06/08/1992	_	_
	90895,90894	CHAMPLIN 149 F-1	5181	SW	36	19N	112W	04/08/1991	_	_
	91421	AMOCO-CHAMPLIN 285 H-1	5202	SE	24	19N	112W	06/08/1992	_	_
	91428	ARROW HEAD-SPUR CANYON #1	5231	NW	16	26N	112W	06/08/1992	_	_

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EXHIBIT "A"

MAP/BK & PAGE	FACILITY	ASSESSMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	BOOK/PAGE RECORDED
–	LATERAL A-1 CROSSOVER	5251	SE	16	27N	11W	PENDING	– –
–	LATERAL A-1 CROSSOVER	5251		1,12	26N	11W	PENDING	– –
–	LATERAL A-17 LOOP	5256	SW	16	26N	11W	PENDING	– –
90706	BAUER #3	5265	NE	16	19N	11W	PENDING	– –
91511	BAUER #14	5277	–	16	19N	11W	PENDING	– –
–	LAT. A-1 X-OVER ACCESS RD	5299	–	36	27N	11W	PENDING	– –
91602	BAUER #12	5303	–	0	18N	11W	PENDING	– –
–	LATERAL A-18	5690	SW	16	27N	11W	02/02/1961	– –
–	GRD #10	5823	NE	1	26N	11W	03/01/1962	– –
90310	GRND #25 & #45	5808	–	–	26N	11W	04/30/1964	– –
90416	MAYA UNIT #1	6232	–	22	19N	11W	02/23/1968	– –
90416	MAYA UNIT #1	6232	–	22	19N	11W	02/23/1968	– –
90698	WILSON RANCH #6	8119	–	16	19N	11W	03/13/1979	– –
90670	ARCO BAUER #2	7820	–	16	19N	11W	07/03/1979	– –
–	LAT A4	8245	–	36	18N	11W	11/29/1979	– –
90617	STATE 1-9	8267	NW	9	12N	9W	02/06/1981	– –
–	LAT A-2	86437	NW	16	18N	9W	03/21/1983	– –

[redacted] [redacted] [redacted]

Exhibit A

The record owner of the property described in this Exhibit A is the United States of America (the "USA"), and Grantor has assignments of the property described in this Exhibit A from the USA.

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EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/B NA	LIQUIDS LINE FROM PAINTER RES.	-	-	6,4	15N	119W	06/18/1980		
/A NA	LIQUIDS LINE FROM PAINTER RES.	-	-	6,4	15N	119W	06/18/1980		
90765	GRBU #67-6	LEASE RIGHTS	SW	6	27N	112W	08/28/1979		
90046	S #4	LEASE RIGHTS	-	34	30N	113W			
90752	SEVEN MILE GULCH #9	LEASE RIGHTS	NE,SW	16	20N	112W	07/10/1980		
90760	WLBU #27-17	LEASE RIGHTS	NW	17	27N	113W	12/06/1979		
90773	WHISKEY BUTTES #39	LEASE RIGHTS	SE,SE	36	21N	112W	09/03/1980		
90776	GRBU #70-19	LEASE RIGHTS	SE,SW	19	27N	112W	10/26/1979		
NA	LATERAL T-3 EXT	LEASE RIGHTS		MANY	28N, 29N	113W	05/04/1979		
90844	TIP TOP 72-20G	LEASE RIGHTS	SE,NE	20	29N	113W	05/04/1979		
90795	KLBU #29-28	LEASE RIGHTS	NE	28	27N	112W	09/16/1980		
90979 (P&A)	TIP TOP 22-28G	LEASE RIGHTS	NW	28	29N	113W	05/04/1979		
90756	AMOCO, HARRINGTON FED #1	LEASE RIGHTS	NE	5	22N	111W	10/16/1980		
90653	GRBU #60-17	LEASE RIGHTS	SE,SW	16,17	27N	112W	06/12/1979		
90761	CHIMNEY BUTTE #22-35	LEASE RIGHTS	SE.SW	35	28N	113W	12/06/1979		
NA	TRUNK T LOOP	LEASE RIGHTS		1	26N	114W			
90793	FED #40-7	LEASE RIGHTS	SE	7	27N	111W	07/28/1980		
90792	FED #40-6	LEASE RIGHTS	SW,NE	6,7	27N	111W	07/28/1980		
90658	CHIMNEY BUTTE #20-34	LEASE RIGHTS	NE,NW	33,34	28N	113W	05/14/1980		
90928	BELCO S-32-33	LEASE RIGHTS	NE	33	30N	113W	02/03/1982		
90116	BELCO BNG 29	LEASE RIGHTS	NE	33	28N	113W			
90785	RED HILL #1-18	LEASE RIGHTS		7,18	27N	112W	01/21/1980		

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90802	TIP TOP-22-17G	LEASE RIGHTS	SW,NW	8,17	28N	113W	10/17/1980		
	90847	APACHE O&G BIRD CTN 1-23	LEASE RIGHTS	SE	23	27N	112W	05/17/1981		
G1/A	NA	LAT T-6	LEASE RIGHTS		MANY	28N	114W	08/17/1980		
G1	90934	DEVON CORP. FED 1-20	LEASE RIGHTS	SE	20	20N	111W	03/15/1982		
G1	90818	GRBU #73-17	LEASE RIGHTS	NW	17	27N	112W	12/12/1980		
G1/B	90611	FOGARTY CREEK #8-20	LEASE RIGHTS	_	MANY	28N	114W	08/17/1980		
	90672	TIP TOP T32-6G	LEASE RIGHTS	SW;NW	33,6	29N,28N	113W	05/04/1979		
G1	90807	AMOCO-WILSON RANCH #19	LEASE RIGHTS	SE	36	20N	112W	10/28/1980		
G1	90796	ELBU #30-21	LEASE RIGHTS	NE	28	27N	112W	10/02/1980		
	90750	UPC-LAWLER FED-1-30	LEASE RIGHTS	NW	30	19N	112W	06/25/1980		
	90791	FED 10-17	LEASE RIGHTS	_	20,17	27N	111W	07/28/1980		
	90790	FED #10-8	LEASE RIGHTS	_	7,8	27N	111W	07/28/1980		
	90764	FED #40-20	LEASE RIGHTS	NW,NE,SE	20	27N	111W	07/29/1980		
9	90130	HOGSBACK #11-18	LEASE RIGHTS	_	18	27N	113W	_		
	90891	BELCO CHAMBERS FED 2-17	LEASE RIGHTS	NW	17	30N	113W	04/20/1981		
G1	90843	CHRISTMANN 1-16	LEASE RIGHTS	NW	16	18N	111W	11/25/1980		
G1	NA	LAT. A-14	LEASE RIGHTS	NE,NE	32	21N	112W	12/08/1980		
	90824	BELCO C-72-25	LEASE RIGHTS	SE	25	28N	113W	12/11/1980		
5	90088	CHIMNEY BUTTE #7	LEASE RIGHTS	_	27	29N	113W	_		
31	90760	AMOCO-WHISKEY BUTTES #41	LEASE RIGHTS	SW	26	21N	112W	10/28/1980		
31	90782	ELBU #32-33	LEASE RIGHTS	NW	33	27N	112W	09/04/1980		
	90775	WILSON RANCH #16	LEASE RIGHTS	_	6	19N	112W	10/28/1980		

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1/A	90414	SOUTH BOOSBACK #34-8		LEASE NUMBER	NW 6263	8	26N	11W	06/07/1967
	90409	SOUTH BOOSBACK #65-5		LEASE NUMBER	NW 4491	5	26N	11W	03/13/1967
	90394	BO. BOOSBACK 22X-17		LEASE NUMBER	NW 4356	17	26N	11W	03/30/1967
	90404	STAN CORRAL #6-21 DEER HILL 2		LEASE NUMBER	NW 3427	21	30N	11W	01/24/1967
	90401	SOUTH BOOSBACK #3-16		LEASE NUMBER	NW 2264	16	26N	11W	11/17/1966
	90403	BOOSBACK #47-19D		LEASE NUMBER	NW 2209	19	27N	11W	11/07/1966
	90417,90406	BOOSBACK #75-17		LEASE NUMBER	NW 1748	17	26N	11W	11/17/1966
1	MA	LATERAL A-20		LEASE NUMBER	NW 1624	MARY	26N	11W	11/02/1966
	90400	SOUTH BOOSBACK #6-9		LEASE NUMBER	NW 1623	16,9	26N	11W	11/17/1966
1/B	90402	TIP TOP #44-21		LEASE NUMBER	NW 1622	21	28N	11W	10/18/1966
1/A	90402	TIP TOP #44-21		LEASE NUMBER	NW 1622	28	28N	11W	10/18/1966
	90154	B & R #1		LEASE NUMBER	-	1	27N	11W	-
	90783	GMBU #72-27		LEASE NUMBER	NW,NR,GR	27	27N	11W	08/28/1980
	90010,90853	AMOCO-ROBUS FED. #1		LEASE NUMBER	NW	12	1B	11W	10/02/1980
	90082	TIP TOP #87-29		LEASE NUMBER	-	29	28N	11W	-
	90744	FED #10-32		LEASE NUMBER	NW	32	27N	11W	03/20/1980
	90630	R LARAMIE UNIT #26-9		LEASE NUMBER	GW	9	27N	11W	05/23/1979
	90166	CHIMNEY BUTTE #2		LEASE NUMBER	-	35	28N	11W	-
	90784	GMBU #74-31		LEASE NUMBER	GW	31	27N	11W	09/04/1980
	90757 P&A	FED #10-20		LEASE NUMBER	NR,NW	19,20	27N	11W	03/20/1980
	90063	AMO #6		LEASE NUMBER	-	33	28N	11W	-
	90814	AMOCO-WAINOEY BUTTES #45		LEASE NUMBER	NW,NR	7	22N	11W	10/28/1980

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RECORDED							
MAP NO.	FACILITY	PASSPORT NO.	ABBREVIATION	SECTION	TOWNSHIP RANGE	INSTR DATE	BOOK PAGE

EXHIBIT "A"
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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:1/B	90414	SOUTH HOGSBACK #34-8	WYW 6263		8	26N	113W	06/07/1967		
	90592	STEAD CANYON UNIT #1-15	WYW ~~6446~~ 61151	_	MANY	26N	112W	01/03/1978		
:1	90684	WHISKEY BUTTES #4	WYW ~~72~~85 712141	_	28	21N	112W	10/31/1980		
:1	90411 (P&A)	McDONALD DRAW #7-18	WYW 8745		18,19	28N	112W	12/15/1967		
:1	90415	EAST LABARGE NO 20-21	WYW 8906		28	27N	112W	11/28/1967		
	90416	MOXA UNIT #1	WYW 9215	_	22	19N	112W	11/15/1967		
	90412	BELCO CB-18-34	WYW 9218	SE,SW	34	28N	113W	12/15/1967		
	_	DRIP PIT SITE, METER SITE	WYW 9710	SE	20	28N	113W	12/15/1967		
1	90420	NORTH LA BARGE #23-16	WYW 11234		21	27N	113W	06/21/1968		
	90421	HOGSBACK 36X-5	WYW 11724	SW	5	26N	113W	06/21/1968		
	90136	HOGSBACK #76-20	WYW ~~12848~~ 011748		20	27N	113W	07/01/1960		
	90329	MOBIL 44-29 X-OVER	WYW 13723	SE	29	28N	113W	08/13/1968		
	90176	LABARGE #1	WYW 13724	_	27	27N	113W	08/13/1968		
	90291	LABARGE #3	WYW 13725	_	27	27N	113W	08/13/1968		
	90289	GRBU #43 CROSS OVER	WYW 13727	_	11	26N	113W	08/13/1968		
	90178	LABARGE #2	WYW 13728	_	34	27N	113W	08/13/1968		
2	NA	CROSSOVER FROM TRUNK T TO DRIP	WYW 14972		20	28N	113W	12/11/1968		
	90424	GRB #50-30	WYW 15890	NE	30	27N	112W	03/06/1969		
	90428	MOBIL TIP TOP #86-1	WYW 16787		6,1	28N	113,114W	03/12/1969		
	90438,90437	HOGSBACK #36-31	WYW 16788	SW	31	27N	113W	03/12/1969		
	90429	TIP TOP #13-18	WYW 16789		12,13	28N	114W	03/12/1969		
	90430	TIP TOP 37-29	WYW 16790		32,29	28N	113W	03/12/1969		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90435	TIP TOP 84-30	WYW 16791		29,30	28N	113W	03/12/1969		
90439,90440	SOUTH HOGSBACK 62-7	WYW 16792		6,7	26N	113W	03/12/1969		
90432,90433	HOGSBACK #74-31	WYW 16793	SE,NE	31	27N	113W	03/12/1969		
90436	TIP TOP 37-30 SOUTH	WYW 16950	SW	30	28N	113W	03/12/1969		
90434	SOUTH HOGSBACK 21-21	WYW 17278	NW	16,21	26N	113W	03/19/1969		
~~-~~	~~SOUTH HOGSBACK 62-18~~ RELINQUISHED	~~WYW 17280~~ Rel.	~~NW~~	17	~~26N~~	~~113W~~	~~03/19/1969~~		
90427	HOGSBACK #18-30	WYW 17349	SW	30	27N	113W	03/06/1969		
NA	LATERAL A-17 LOOP	~~WYW 18036~~ 118275	SE	8	26N	112W	10/30/1990		
NA	CPS 984	WYW 19615	NW	26	28N	113W	08/15/1969		
NA	CPS 985	WYW 19651	SE	1	27N	114W	08/15/1969		
NA	CPS 986	WYW 19986	SE	19	27N	113W	08/15/1969		
NA	CPS #982	WYW 20927	NE	26	20N	115W	09/02/1969		
NA	CPS #983	WYW 21501	NE	2	21N	119W	12/09/1969		
90448,90449	HOGSBACK #84-6	WYW 23402		6	26N	113W	08/13/1970		
90447	HOGSBACK #63-30	WYW 23403		30	27N	113W	08/13/1970		
NA	CPS 1023	WYW 23465	SW	2	26N	113W	07/22/1970		
90444	SOUTH HOGSBACK #5-16	WYW 23785		16	26N	113W	08/13/1970		
90445	GRBU #52-35	WYW 23786		34	27N	113W	08/13/1970		
90199	BELCO B #62	WYW 25344		23,14	29N	113W	03/15/1961		
90452	TIP TOP 16-19	WYW 25892	NE	24	28N	114W	10/20/1970		
90453	TIP TOP 16-32G	WYW 25893		31,32	29N	113W	10/20/1970		
90468	DEER HILL 4-10	WYW 27918		9,10	30N	113W	04/06/1971		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90455,90484	BOGSBACK 37-18	WYW 27919		18	27N	113W,114W	04/06/1971		
90450	BOGSBACK #73-19 & X-OVER	WYW 27967		21,20,19	27N	113W	04/19/1971		
90464	TIP TOP 23-31	WYW 28565	NE,NW	31	29N	113W	06/18/1971		
90463	MOBIL 63-12	WYW 28916	NE	12	28N	114W	06/18/1971		
90466	BOGSBACK 37-20	WYW 28917	SW	20	27N	113W	06/18/1971		
90467	BOGSBACK 27-17, DRIP	WYW 28986	NW	17	27N	113W	06/18/1971		
90473	SOUTH BOGSBACK 41-20	WYW 29555		21,20	26N	113W	08/05/1971		
90469	BOGSBACK #72-7	WYW 29556		8,7	27N	113W	08/06/1971		
NA	CPS 1063	WYW 29557		6	26N	113W	08/06/1971		
90470	BOGSBACK 11-31G	WYW 31029	NW	31	27N	113W	10/07/1971		
90476	BOGSBACK #72-24	WYW 31257		24,19	27N	113,114W	11/05/1971		
90060	BMG #4	WYW 0[illegible]2 036192		32	28N	113W	10/29/1956		
G2	NA	24" MUDDY CREEK LOOP	WYW 34642	NE	26	20N	115W	02/13/1984	
G3/F	NA	16" BIG PINEY LINE	WYW 035095	SE,NE	2	21N	114W	10/29/1956	
G3/O	NA	16" BIG PINEY LINE	WYW 035095		21,22,27	27N	113W	10/29/1956	
G3/A	NA	16" BIG PINEY LINE	WYW 035095	SW,SE,NE	14	20N	115W	10/29/1956	
G3/H	NA	16" BIG PINEY LINE	WYW 035095	SE,NE	36	23N	114W	10/29/1956	
G3/D	NA	16" BIG PINEY LINE	WYW 035095	NE,SE,SW	22	21N	114W	10/29/1956	
G3/Q	NA	16" BIG PINEY LINE	WYW 035095		29,32	28N	113W	10/29/1956	
G3/C	NA	16" BIG PINEY LINE	WYW 035095	SW	22	21N	114W	10/29/1956	
G3/B	NA	16" BIG PINEY LINE	WYW 035095	NW	12	20N	115W	10/29/1956	
G3/L	NA	16" BIG PINEY LINE	WYW 035095	NE	35	26N	113W	10/29/1956	

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MAIN	12/16/92								
	NA	TRUNK T	WYW 036192		MARY	28N,29W	11W	10/29/1956	
1	90077	TIP TOP #30-1G	WYW 036192		1	28N	11GW	10/29/1956	
502	90075	TIP TOP #10-2O	WYW 036192	–	2O	28N	11W	10/29/1956	
)	90425	HALCO B #5	WYW 036192	NEWW	35	29W	11W	10/29/1956	
3	NA	LATERAL M-6	WYW 036192		MARY	29W	11W	10/29/1956	
4	90004	B #3	WYW 036192	–	23	29W	11W	10/29/1956	
7	90054	M & M #1	WYW 036192	–	14	29W	11W	10/29/1956	
5GI/A	NA	LATERAL A-8	WYW 036192		28	28W	11W	10/29/1956	
9	90051	SLATTERN #1	WYW 036192	-	14	29W	11W	10/29/1956	
	90032	C #1	WYW 036192	–	23	28W	11W	10/29/1956	
3G3/A	NA	TRUNK B	WYW 036192		2O	28N	11W	10/29/1956	
5	90003	B #2	WYW 036192	–	23	29W	11W	10/29/1956	
2	90096	TIP TOP #73-31	WYW 036192	–	31	29W	11W	10/29/1956	
	90133	HALCO B #9A	WYW 036192		14	29W	11W	10/29/1956	
4	90093	TIP TOP #33-12-G	WYW 036192	–	12	28W	11GW	10/29/1956	
4G3/M	NA	16" BIG PINEY LINE	WYW 035095		2,13,14	28W	11W	10/29/1956	
4G3/K	NA	16" BIG PINEY LINE	WYW 035095	NW,SW	14	21W	11GW	10/29/1956	
4G3/J	NA	16" BIG PINEY LINE	WYW 035095			23W-24W	11W	10/29/1956	
4G3/G	NA	16" BIG PINEY LINE	WYW 035095			22W-23W	11W-11GW	10/29/1956	
4G3/I	NA	16" BIG PINEY LINE	WYW 035095	SW,NW,NE	29	23W	11W	10/29/1956	
4G3/H	NA	16" BIG PINEY LINE	WYW 035095		2,3	26W	11W	10/29/1956	
4G3/N	NA	16" BIG PINEY LINE	WYW 035095	NE	2O	28W	11W	10/29/1956	

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METER #	FACILITY	ASSIGNMENT NO.	SUBDIVISION	SECTION	TOWNSHIP RANGE	INDEX DATE	RECORDED BOOK PAGE

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
6	90029	B #11,B #40	WYW 036192		14	29N	113W	10/29/1956		
5G1/B	NA	LATERAL A-8	WYW 036192		22,27	28N	113W	10/29/1956		
G3/E	NA	TRUNK E	WYW 036192		MANY	29,30N	113W	10/29/1956		
G1/D	NA	LATERAL A-8	WYW 036192		23,14	28N	113W	10/29/1956		
5	90057	BMG #1, #52	WYW 036192		28	28N	113W	10/29/1956		
2G3/B	NA	TRUNK B	WYW 036192		MANY	28,29N	113W	10/29/1956		
4	90062	BELFER BMG #5-8	WYW 036192		20	28N	113W	10/29/1956		
6	90032	BELCO C-1	WYW 036192		23	28N	113W	10/29/1956		
7	90033	C-2	WYW 036192		14	28N	113W	10/29/1956		
2G3/A	NA	TRUNK E	WYW 036192		17,20	28N	113W	10/29/1956		
5G1/C	NA	LATERAL A-8	WYW 036192		22,23	28N	113W	10/29/1956		
3/C	NA	TRUNK B	WYW 036192		MANY	29N	113W	10/29/1956		
3G3/B	NA	TRUNK B	WYW 036192		MANY	28N	113W	10/29/1956		
4	90053	SUPERIOR MARSHALL #1	WYW 036192		34	30N	113W	10/29/1956		
3/D	NA	TRUNK E	WYW 036192		3	29N	113W	10/29/1956		
3	90010	B #6	WYW 036192		35	29N	113W	10/29/1956		
2	90120	BOGSBACK #84-18	WYW 045038		18	27N	113W	07/03/1957		
1G2	90120	BOGSBACK 84X-18	WYW 045038		17,18	27N	113W	07/03/1957		
1G3	NA	TRUNK "A", PIGGING FACILITY	WYW 045038	NE	21	27N	113W	07/03/1957		
7G3/A	90092	LATERAL T-1,TIP TOP 23-13	WYW 045038		18,19	28N	113W	07/03/1957		
2	90081	BR TRUNK A-2, BOGSBACK #87-19	WYW 045038		MANY	27N	113W	07/03/1957		
'G3/C	90092	LATERAL T-1,TIP TOP 23-13	WYW 045038		13	28N	114W	07/03/1957		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
33/B 90092	LATERAL T-1,TIP TOP 23-13	WYW 045038		13	28N	114W	07/03/1957		
	BIG PINEY METER SITE	WYW 045750	NE	34	29N	113W	01/11/1957		
P&A	B-13	WYW 046880		26	29N	113W	04/08/1957		
90002	B #1A	WYW 046880		22,23	29N	113W	04/08/1957		
90016	LATERAL B-10,B-17	WYW 046880		MANY	29N	113W	04/08/1957		
90062	BBG5-8	WYW 046880		8,9	27N	113W	04/08/1957		
13 NA	LAT. B-14 (B18)	WYW 046880	SW	2	29N	113W	05/08/1957		
90103	B-12	WYW 046880		23	29N	113W	04/08/1957		
90036	C-11A	WYW 046880		23	28N	113W	05/08/1957		
90017	B-10	WYW 046880		2,3	29N	113W	04/08/1957		
P&A	B-14	WYW 046880		34	29N	113W	04/08/1957		
90068	BBG #16	WYW 046880		5	27N	113W	04/08/1957		
90083	TIP TOP #88-30	WYW 046881		30	28N	113W	07/02/1957		
90098	HOGSBACK #88-30	WYW 046881		19	27N	113W	07/02/1956		
90098	HOGSBACK #88-30	WYW 046881		19,30	27N	113W	07/02/1957		
90083	LATERAL A-10,TIP TOP 88-30	WYW 046881		29,30,32	28N	113W	07/02/1957		
90068	BBG #16	WYW 046881		5	27N	113W	07/02/1957		
90505	TIP TOP #61-29	WYW 47140		20,29	28N	113W	09/09/1974		
90504	TIP TOP #46-17	WYW 48325		17	28N	113W	01/17/1975		
90506	TIP TOP #84-13	WYW 48335		13	28N	113,114W	01/17/1975		
NA	LATERAL T-2	WYW 48885		MANY	26N,28N	113W,114W	03/14/1975		
90507	GRBU #53-23	WYW 48885		14	26N	113W	03/14/1975		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
4	90514	PINE GROVE RIDGE FED #1	WYW 48885		8	28N	114W	03/14/1975		
/G1	90511	EAST LABARGE 21-29	WYW 48963		29,30	27,28N	112,113W	02/28/1975		
3	90508	NORTH LABARGE #24-33	WYW 48968		33	28N	112W	02/28/1975		
3	90510	CHIMNEY BUTTE #19-34	WYW 48968		34	28N	113W	02/28/1975		
)G1	90513	GRBU #51-1	WYW 49376		2	26N	113W	04/07/1975		
)	NA	TRUNK A	WYW 49454			14,15N	92W	07/15/1975		
;	NA	TRUNK A, LATERAL A-1	WYW 49454		11,14	16N	93W	07/15/1975		
G2	90556	WYOMING STATE #36-1	WYW 49454		MANY	16N,17N	93W	07/15/1975		
)	90551	BARREL SPRINGS UNIT II #11-1	WYW 49454		11	16N	93W	07/15/1975		
)	90657	GRBU #57-6	WYW 50096	NW,NE	6	27N	112W	06/17/1975		
;	NA	CPS #1237	WYW 51106	NE	2	21N	114W	02/17/1976		
G2	90517,91217	WILSON RANCH #2, #1-14 MS	WYW 51482		12,14	19N	113W	11/03/1975		
)	NA	LATERAL A-22 & PIG RECEIVER	WYW 51701		16	24N	113W,114W	11/21/1975		
)	90541	FEDERAL #2-11	WYW 51785	SW	11	24N	114W	11/21/1975		
)	90542	FEDERAL #1-14	WYW 51785	NW	14	24N	114W	11/21/1975		
G1	90538	FEDERAL #44-11	WYW 51785	NW	11	24N	114W	11/21/1975		
G1	NA	LATERAL A-23	WYW 51785		14,11	24N	114W	11/21/1975		
)	90527	RED GAP #1	WYW 52139		21	26N	113W	11/20/1975		
	90521	TIP TOP T-36-8-G	WYW 52213		7,8,18	28N	113W	11/20/1975		
)	90523	TIP TOP T63-7G	WYW 52214		7	28N	113W	11/20/1975		
	90562	FOGARTY CREEK FED #1-32	WYW 52431		MANY	28N	114W	11/20/1975		
	90563,91178	TIP TOP #75X-2	WYW 52432		2	28N	114W	11/20/1975		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
L	90520	TIP TOP 73X-2G	WYW 52432		2	28N	114W	11/20/1975		
3G2	90524	EAST LA BARGE #23-5	WYW 52437		5	26N	112W	03/10/1976		
5	90526	TIP TOP F-21X-33G	WYW 52698		28,33	28N	113W	04/22/1976		
5	90537,91177	TIP TOP 26X-12	WYW 53130	SW,NW	12	28N	114W	02/24/1976		
0	90605	EAST LA BARGE #24-5	WYW 53136		5	26N	112W	03/10/1976		
7G1	90561	POGARTY CREEK #2-16	WYW 53140		9	28N	114W	02/24/1976		
L	P&A	TIP TOP F-44X-28G	WYW 53189 (KEEP LAND RIGHTS)		8E	28	29N	113W	02/24/1976	
3	RA	LATERAL T-3	WYW 53190			28N,29N	113W	02/24/1976		
0G2	90532	TIP TOP #F-13X-9G	WYW 53191		8,9	28N	113W	02/24/1976		
2	90535	TIP TOP F-33X-29G	WYW 53192		28,29	29N	113W	02/24/1976		
7	90528	TARTARS ISLAND UNIT #1-33	WYW 53481		MANY	27N,28N	112W	03/26/1976		
7	90545	FEDERAL #3-11	WYW 54232	SW	11	24N	114W	06/15/1976		
4	90606	BELCO S #21-28	WYW 54276	SE	28	30N	113W	06/15/1976		
9	90529	S #19-28	WYW 54530	_	28	30N	113W	06/15/1976		
2/B	90560	SOUTH UNIT #1	WYW 54530	_	15,14	14N	103W	08/13/1976		
2/A	90560	SOUTH UNIT #1	WYW 54530	SW	14	14N	103W	07/16/1976		
8	90530	S #18-21	WYW 54531	_	21	30N	113W	06/15/1976		
5	60607	TIP TOP F-21X-29G	WYW 54580	NW,NE,SE	28	29N	113W	06/15/1976		
9	90578	TIP TOP 31-17G	WYW 54864		17,8	28N	113W	06/15/1976		
8	90577	TIP TOP 12-33	WYW 54865	NE,NW	33	29N	113W	06/15/1976		
0G3	90576	TIP TOP 22-22	WYW 54873	SE,SW,NW	22	28N	113W	07/22/1976		
2G1	90572	FEDERAL #3-4	WYW 57253		10,3,4	28N	114W	03/24/1977		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
-G2/B	90575	WILLOW CREEK UNIT #1	WYW 57883	LOT 11	3	24N	114W	05/02/1977		
-G2/A	90575	WILLOW CREEK UNIT #1	WYW 57883	LOT 9	2	24N	114W	05/02/1977		
	NA	CPS #1256	WYW 57956	SW	13	27N	114W	03/07/1977		
	90566	BELCO 8-22-33	WYW 58051		33,34	30N	113W	01/12/1977		
	90471,90472	HOGSBACK 28-32	WYW 58121	SW	32	27N	113W	04/07/1977		
	90573	RAINBOW FED UNIT B-1	WYW 59126	SE,SW	3	26N	113W	05/13/1977		
-G1/A	91195	TK A, LINC RD 2-9 MS, RU 2-9MS	WYW 59516		MANY	24N	111W	08/03/1977		
.2	91195	LINCOLN ROAD #2-9	WYW 59516	-	9	24N	111W	08/03/1977		
-G1/B	NA	TRUNK A	WYW 59516		MANY	24N	111W-113W	08/08/1977		
	90579	LINCOLN RD 1	WYW 59516	SW,SE	9	24N	111W	08/03/1977		
	90588	AJAX FEDERAL #1-9	WYW 60183	SE	9	14N	102W	10/12/1977		
	90587	KEPPENER FEDERAL #1-11	WYW 60183	SE	11	14N	102W	10/12/1977		
	90590	CHAMPLIN FEDERAL #1-14	WYW 60183	-	11,14	14N	102W	10/12/1977		
	90586	NORTH PIO FEDERAL #1	WYW 60183	-	8	14N	102W	10/12/1977		
	90589	UNION FEDERAL #2-11	WYW 60183	SW	11	14N	102W	10/12/1977		
	90585	CHAMPLIN FEDERAL #1-12	WYW 60183	SW	12	14N	102W	10/12/1977		
-G2	91518	FEDERAL 3-6	WYW 60512		6	16N	111W	10/28/1992		
	90727	LINCOLN RD 4	WYW 60657		4,5	24N	111W	11/26/1979		
-/C	NA	TRUNK A EXT.	WYW 60658		3,4	24N	111W	07/25/1978		
	90580	LINCOLN RD 2	WYW 60658		3,4	24N	111W	01/26/1978		
-/B	NA	TRUNK A EXT.	WYW 60659	SE	4	24N	111W	07/25/1978		
	90581	LINCOLN RD 3	WYW 60659	SE	4	24N	111W	01/26/1978		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	TRUNK A EXT.	WYW 60719		4,9	24N	111W	07/25/1978		
NA	TRUNK A 6 DRIP SITE	WYW 61550			14N	102W,103W	12/14/1977		
)/L NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	35	26N	113W	05/26/1958		
)/K NA	30" BIG PINEY LOOP LINE	WYW 062254			24N-25N	113W	05/26/1958		
)/A NA	30" BIG PINEY LOOP LINE	WYW 062254	SW,SE,NE	14	20N	115W	05/26/1958		
)/O NA	30" BIG PINEY LOOP LINE	WYW 062254		21,22,27	27N	113W	05/26/1958		
)/Y NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	2	21N	114W	05/26/1958		
)/I NA	30" BIG PINEY LOOP LINE	WYW 062254	SW,NW,NE	29	23N	113W	05/26/1958		
)/M NA	30" BIG PINEY LOOP LINE	WYW 062254		2,11,14	26N	113W	05/26/1958		
)/E NA	30" BIG PINEY LOOP LINE	WYW 062254	NW,SW	14	21N	114W	05/26/1958		
)/H NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	36	23N	114W	05/26/1958		
)/Q NA	30" BIG PINEY LOOP LINE	WYW 062254		29,32	28N	113W	05/26/1958		
)/P NA	30" BIG PINEY LOOP LINE	WYW 062254		5,8,9,16	27N	113W	05/26/1958		
)/B NA	30" BIG PINEY LOOP LINE	WYW 062254	NW	12	20N	115W	05/26/1958		
)/N NA	30" BIG PINEY LOOP LINE	WYW 062254		2,3	26N	113W	05/26/1958		
)/C NA	30" BIG PINEY LOOP LINE	WYW 062254	SW	22	21N	114W	05/26/1958		
)/J NA	30" BIG PINEY LOOP LINE	WYW 062254			23N-24N	113W	05/26/1958		
)/G NA	30" BIG PINEY LOOP LINE	WYW 062254			22N-23N	113W-114W	05/26/1958		
)/R NA	TRUCK TURNAROUND	WYW 062254	SE	20	28N	113W	05/26/1958		
)/D NA	30" BIG PINEY LOOP LINE	WYW 062254	NE,SE,SW	22	21N	114W	05/26/1958		
/E 90610	ALLEN #1-15	WYW 62559		14,15	28N	114W	04/23/1978		
/A NA	LAT T-4	WYW 62559		14,15	28N	114W	04/13/1978		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	NA	ACCESS ROAD	WYW 62595		MANY	25N	112W, 113W	08/19/1986		
	90626	SHUTE CREEK #3	WYW 62842	SE	30	23N	112W	02/01/1979		
	90625	SHUTE CREEK #2	WYW 62843	NW	31	23N	112W	02/02/1979		
	90609	BLACK BUTTE #1	WYW 62847	SE	2	19N	103W	05/19/1978		
1	NA	TRUNK A, CPS 1410	WYW 62848		MANY	22N,23N	112W,113W	02/02/1979		
	NA	LAT B-2	WYW 62885		MANY	24N-25N	110W	01/16/1979		
	90634,90623	FED. 22-22	WYW 62886	NE	22	25N	110W	01/22/1979		
	90635,90633	FED 32-27	WYW 62888	NW,NE	27	25N	110W	01/22/1979		
	90090	HELPER BNG #27	WYW 062892		4,5	27N	113W	06/09/1958		
G1/A	NA	LATERAL A-1	WYW 062892		2,3	26N	112W	06/09/1958		
	NA	LATERAL N-4	WYW 062892		MANY	28N	113W	06/09/1958		
	90106	HELCO B #44	WYW 062892		25,36	29N	113W	06/09/1958		
	NA	LAT N-14 X-OVER HELCO B #18	WYW 062892		2	29N	113W	06/09/1958		
	90117	BNG #26	WYW 062892		21	27N	113W	06/09/1958		
	90045	HELCO S-2	WYW 062892		21	30N	113W	06/09/1958		
	90069	HELPER BNG #17	WYW 062892		5	27N	113W	06/09/1958		
G1/B	NA	LATERAL A-1	WYW 062892		31	27N	112W	06/09/1958		
	90184	EAST LA BARGE #2A	WYW 062892		28,33	27N	112W	06/09/1958		
	90426	B #4	WYW 062892		26	29N	113W	10/29/1956		
	NA	LATERAL N-12	WYW 062892		14	29N	113W	06/09/1958		
	90091	BOOSBACK #22-20	WYW 062892		20	27N	113W	06/09/1958		
/A	NA	TRUNK N	WYW 062892		26	29N	113W	06/09/1958		

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8	90039	BELCO C-18	WYW 062892	14	28N	11W	06/09/1958	
1	90074	BHP #25	WYW 062892	9	27N	113W	06/09/1958	
4	90070	BELFER BHP-18	WYW 062892	17	27N	113W	06/09/1958	
9	90066 PEA	BHP #14	WYW 062892	32	28N	113W	06/09/1958	
7A	MA	LATERAL A-3	WYW 062892	20,29	27N	113W	06/09/1958	
0	90024	B #30	WYW 062892	25	29N	113W	06/09/1958	
1	90047	B #6	WYW 062892	21	30N	113W	06/09/1958	
5	PEA	BELCO C-15	WYW 062892	9	28N	113W	06/09/1958	
6	90101	BELCO C #14	WYW 062892	10,11,15	28N	113W	06/09/1958	
7	90035	BELCO C #8	WYW 062892	14	28N	113W	06/09/1958	
8	MA	LATERAL M-12 LOOP	WYW 062892		29N	113W	06/09/1958	
2	90028	B #45,B #31	WYW 062892	2	29N	113W	06/09/1958	
2	90378	BELCO B #13	WYW 062892	21,22,28	30N	113W	06/09/1958	
8	PEA	BIG PINEY #1	WYW 062892	3	29N	113W	06/09/1958	
7	90018	BELCO #22	WYW 062892	25	29N	113W	06/09/1958	
1	90046	LATERAL M-7,B-7	WYW 062892	2,35	29N-30N	113W	06/09/1958	
3/8B	MA	LATERAL A-9	WYW 062892	5	27N	113W	06/09/1958	
7G1/D	MA	LATERAL A-1	WYW 062892	28,29	27N	113W	06/09/1958	
1	90067	BELFER BHP #15	WYW 062892	32	28N	113W	06/09/1958	
0	PEA 90102	BELCO C-13	WYW 062892	23,24	28N	113W	06/09/1958	
1G1/A	90074	BELFER BHP #25	WYW 062892	9	27N	113W	06/09/1958	
9	90079	TIP TOP #68-32	WYW 062892	32	28N	113W	06/09/1958	

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9	90079	TIP TOP #68-32	WYW 062892	32	28N	113W	06/09/1958		
1G1/A	90074	BELFER BHP #25	WYW 062892	9	27N	113W	06/09/1958		
0	PEA 90102	BELCO C-13	WYW 062892	23,24	28N	113W	06/09/1958		
1	90067	BELFER BHP #15	WYW 062892	32	28N	113W	06/09/1958		
7G1/D	MA	LATERAL A-1	WYW 062892	28,29	27N	113W	06/09/1958		

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90071	BELFER BNG #19	WYW 062892		8	27N	113W	06/09/1958		
90089	BELFER BNG #21	WYW 062892		20	27N	113W	06/09/1958		
90040	BELCO C-19	WYW 062892		23	28N	113W	06/09/1958		
NA	LATERAL A-11	WYW 062892		8	27N	113W	06/09/1958		
NA	LATERAL H-8	WYW 062892		26	29N	113W	06/09/1958		
90030	CHIMNEY BUTTE #1	WYW 062892		4,9	28N	113W	06/09/1958		
NA	LATERAL H-8	WYW 062892		25,26,30	29N	112,113W	06/09/1958		
90007	BELCO 5A	WYW 062892		35	29N	113W	06/09/1958		
90065	BNG #11	WYW 062892		23	28N	113W	06/09/1958		
NA	LATERAL A-1	WYW 062892		31	27N	113W	06/09/1958		
90025	B-32	WYW 062892		14,15	29N	113W	06/09/1958		
90073	BELFER BNG #23	WYW 062892		32	28N	113W	06/09/1958		
90048	BELCO S-7	WYW 062892			29N-30N	113W	06/09/1958		
NA	LATERAL S-1	WYW 062892		20	28N	113W	06/09/1958		
90074	BELFER BNG #25	WYW 062892		9	27N	113W	06/09/1958		
90331	HOGSBACK #77X-7-1	WYW 062892		7	27N	113W	05/09/1958		
NA	OPAL CS ACCESS ROAD	WYW 62899		MANY	20N	115W	02/23/1978		
NA	TRUNK B	WYW 62900		MANY	24N	110W,111W	01/23/1979		
NA	LAT B-1	WYW 62914			24N,25N	109W,110W	01/19/1979		
-	USA 1	WYW 62917		5	24N,25N	111W	01/23/1979		
90988	LINCOLN RD 12	WYW 62944	SE	17	24N	111W	03/23/1979		
-	LINCOLN RD 6	WYW 62944	SW,NW,SE	16	24N	111W	03/23/1979		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	NA	CPS #1295	WYW 62969	NW	21	26N	113W	05/23/1978		
:2	NA	CPS #1292	WYW 063273	NE	28	27N	112W	07/26/1978		
)	90076	TIP TOP 23 X-30	WYW 063337		30	28N	113W	09/30/1958		
I/BA	NA	LATERAL A-9	WYW 063337	_	5,6	27N	113W	09/20/1958		
I/A	90095	BOGSBACK #67X-6	WYW 063337		6	27N	113W	09/30/1958		
)	90080	BOGSBACK #77X-7	WYW 063337		7,8	27N	113W	09/30/1958		
G1	90331	BOGSBACK #77X-7-1	WYW 063337		7	27N	113W	09/30/1958		
)	90121	BOGSBACK #76X-29	WYW 063337		29	27N	113W	09/30/1958		
)	90094	TIP TOP #33X-5	WYW 063337		5	27N	113W	09/30/1958		
	90080	BOGSBACK #77X-7	WYW 063337		7,8	27N	113W	09/20/1958		
I	90095	BOGSBACK 67X-6	WYW 063337		5,6	27N	113W	09/30/1958		
)	90123	TIP TOP #81-7G	WYW 063337		7	28N	113W	09/30/1958		
	NA	CPS #1309 AND LMT A-10	WYW 063337		_	28N,27N	113W	01/17/1980		
32	90604	B C FED #2-23	WYW 63520	_	15,22,23	27N	112W	07/28/1978		
31/B	NA	LATERAL A-2	WYW 63842	_	34	21N	111W	10/02/1978		
31/A	NA	LATERAL A-2	WYW 63842	_	32	21N	111W	10/02/1978		
31/C	NA	LATERAL A-2	WYW 63842	_	36	21N	11W	10/02/1978		
	91585	SEVENMILE GULCH 22	WYW 63843		16	20N	112W	09/23/1992		
	91437	SEVEN MILE GULCH #17	WYW 63843	NE	16	20N	112W	09/04/1991		
31	90724	SEVEN MILE GULCH #8	WYW 63843	NW,SE,SE	16	20N	112W	05/16/1991		
32/B	NA	LATERAL A-1	WYW 63843	_	16	20N	112W	10/04/1978		
32/A	NA	LATERAL A-1	WYW 63843	SW,NW	14	20N	112W	10/04/1978		

5G2	91323	FED 2-6	WIW 65012	BE	6	18M	111W	07/11/1990	
401	NA	LATERAL B-1	WIW 65012	–	10,12	18M	112W	08/28/1978	
0	91567	WILSON RANCH 32	WIW 64694		12	19M	113W	08/12/1992	
4	91578	CHAPELIN 122 D-2 01	WIW 64694		12	19M	113W	09/23/1992	
802		ALTAMOOR FEDERAL 2-18	WIW 64694		18	19M	112W	06/03/1992	
0	91606	WILSON RANCH 12-1	WIW 64694		12	19M	113W	10/05/1992	
7G1	90697	AMOCO-WILSON RANCH 84	WIW 64694	BW,SW	10	19M	113W	03/18/1980	
5G3/B	NA	LAT A-3	WIW 64694	MARY	12	19M	113W	03/18/1980	
5G3/A	NA	LAT A-3	WIW 64694	BE,SW	0	19M	112W	03/18/1980	
5G3/C	NA	LAT A-3	WIW 64694	BE,SW	10	19M	113W	03/18/1980	
5G2	90676	CHAPELIN #356 A-1	WIW 64691	–	8	18M	111W	11/26/1979	
1G2	NA	LAT B-7, P/L XING @1-20 MB	WIW 64691	–	10,20,28	18M	111W	11/26/1979	
1	90608	TIP TOP F 75 32 G	WIW 64376	–	33,32	25M	113W	08/22/1978	
;	NA	BIRCH CREEK LATERAL	WIW 64375		MARY	27M	113W	10/03/1978	
5G3/A	NA	TRUNK A	WIW 63845	–	MARY	19M	112W	09/25/1978	
	91506	CHAPELIN 280 B-2 01	WIW 63845		10	20M	112W	09/23/1992	
1	91583	CIG FEDERAL 2-10	WIW 63845		10	20M	112W	10/05/1992	
1G3	NA	LATERAL A-17	WIW 63845C	BW	2	19M	112W	12/14/1989	
1G1	91270	AMOCO-CHAMPLIN 285-A-2	WIW 63845B	BE	26	20M	112W	12/14/1989	
	91516	SHERBURN FED 10-26	WIW 63845B	BW	27	20M	112W	11/21/1991	
1G3/B	NA	TRUNK A	WIW 63845	–	MARY	19,20,21M	111W,112W	09/25/1978	
1G1	90662	SHERBURN GULCH #3	WIW 63844	–	36	21M	111W	10/04/1978	

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	LATERAL B-1 EXT #2	WYW 65012	SE,NE	6	18N	111W	06/03/1991		
90619	TIP TOP F 44 7	WYW 65014	SE	7	28N	113W	11/02/1978		
90728	LINCOLN RD 11	WYW 65015	NE,NW	29	24N	111W	03/15/1979		
NA	LAT N-22 (ISENHOUR)	WYW 65031	_	18,17	29N	112W	11/06/1978		
NA	ACCESS ROAD TO TKB C/S	WYW 65075		8,9	24N	111W	01/12/1979		
NA	ACCESS ROAD TO S.C. C/S	WYW 65076		5,6	22N	113W	04/24/1979		
91442	ANR-FABIAN DITCH #2-28	WYW 65077	NE	28	20N	112W	09/17/1991		
90620	B C FED 10 19	WYW 65100	_	25,24,19	27N	111W,112W	05/03/1979		
90629,45039	B C FED 10 30, TERRA RES MS	WYW 65101	_	MANY	27N	111W,112W	04/18/1979		
91006	ENERGETICS FED #31-3	WYW 65316	NW,NE	3	25N	110W	11/26/1979		
90987	ENERGETICS FED #32-33	WYW 65316	NE	33	26N	110W	11/26/1979		
NA	LAT B2 EXT 1	WYW 65316		3,10,15	25N	110W	11/26/1979		
90643	ENERGETICS FED #32-15	WYW 65316	NE	15	25N	110W	11/26/1979		
91004	ENERGETICS FED #32-34	WYW 65316	NW,NE	34	26N	110W	11/26/1979		
_	FEDERAL #32-9	WYW 65316	NW	9	24N	110W	11/26/1976		
-	ENERGETICS FED #32-23	WYW 65316	NE,NW,NE	22,23	25N	110W	11/26/1979		
90989	ENERGETICS FED #32-10	WYW 65316	NW,NE	10	25N	110W	11/26/1979		
90596	FOGARTY CREEK #7-9	WYW 65317	SWSE	9	28N	114W	02/06/1979		
90584	PAN AM UNIT #3	WYW 65319 - GD Recs Area	_	8	14N	102W	_		
NA	LAT A-25	WYW 65320	_	15,14,13	26N	112W	08/13/1979		
90777	STEAD CYN UNIT 3 13	WYW 65320	SW	13	26N	112W	08/13/1979		
90778	STEAD CYN UNIT 5 14	WYW 65320	_	14,13,11	26N	112W	08/13/1979		

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13G2	91215,90714	AMOCO CHAMPLIN 106 F-1	WYW 65321	_	30,32	19N	112W	02/11/1980		
23	90595	BELCO S #26-28	WYW 65435	_	28	30N	113W	01/15/1979		
00	90602	N LABARGE #25-5	WYW 65436	SE	5	27N	113W	01/15/1979		
01	90600	BELCO PET S 26	WYW 65437	_	34,33	30N	113W	01/15/1979		
55	90601	BELCO BMG 103 33	WYW 65438	NW,SW	33	28N	113W	05/29/1979		
04G2/A	NA	LATERAL A-24	WYW 65468	NW,NW	28	21N	112W	01/08/1992		
04G2/C	NA	LATERAL A-24	WYW 65468	SW	30	21N	111W	01/08/1992		
27G2/B	NA	TRUNK "A" EXTENSION	WYW 65468	_	MANY	21N	111W	02/11/1980		
27G2/A	NA	TRUNK "A" EXTENSION	WYW 65468	_	MANY	21N	111W	02/11/1980		
03	91470	WHISKEY BUTTES #61	WYW 65468	SW,NW,NE	26	21N	112W	01/08/1992		
04G2/D	NA	LATERAL A-24	WYW 65468	SE	30	21N	111W	01/08/1992		
04G2/B	NA	LATERAL A-24	WYW 65468	SE,SW,NE	26	21N	112W	01/08/1992		
67	90593	S #25-34	WYW 65495	_	34	30N	113W	_		
03G2/A	90729	FABIAN DITCH #1-34	WYW 65826	_	34	20N	112W	11/26/1979		
03G2/B	90729	FABIAN DITCH #1-34	WYW 65826	_	34	20N	112W	11/26/1979		
14G2/V	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
14G2/B	NA	PAINTER RES TRUNK A	WYW 65918	-	MANY	15N-20N	115W-119W	06/18/1980		
14G2/P	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
14G2/Q	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
14G2/O	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
14G2/C	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
14G2/F	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		

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2/Z	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
1/C	MA	MCCORMAN CK LAT A-1	WYW 65918	RE,NW	18	17M	118W	06/10/1980
2/Z	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/Z	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/A	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
1/B	MA	MCCORMAN CK LAT A-1	WYW 65918	-	14,18	17M "	117W,118W	06/10/1980
2/M	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/J	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/Z	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/Y	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/I	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/U	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/M	MA	INST & TELEMETER PAC SITE	WYW 65918	-	18	17M	117W	02/23/1982
2/L	MA	MCCORMAN PALMETTO MIN & DESRT PAC	WYW 65918	-	6	15W	119W	02/23/1982
2/K	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
1/A	MA	MCCORMAN CK LAT A-1	WYW 65918	-	14,18	17M	117W,118W	06/10/1980
2/S	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/D	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/X	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/W	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/O	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980
2/N	MA	PALMETTO RES TRUNK A	WYW 65918	-	MANY	15M-20M	115W-119W	06/10/1980

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90769	BELCO PET S 31 28	WYW 66321	NW	28	30N	113W	05/15/1979		
	90614	BELCO PET S 28 28	WYW 66322	NE	28	30N	113W	05/15/1979		
	_	BELCO PET S 29 27	WYW 66323	SW	27	30N	113W	05/15/1979		
	90613	BELCO PET S 27 33	WYW 66324	NE	33	30N	113W	05/15/1979		
22	90717	CHAMPLIN 358 B-1	WYW 066325	SW	20	18N	112W	11/26/1979		
	91397,91398	CHAMPLIN 326 D-2	WYW 66349	SWSE	24	20N	112W	09/11/1990		
	91355,91356	SAGEBRUSH FEDERAL 42-26	WYW 66349B	NE	26	20N	112W	01/25/1991		
31	NA	LATERAL A-8	WYW 66349	_		20N	111W-112W	11/26/1979		
	91513	MESQUITE FED 30-24	WYW 66349	SE	24	20N	112W	11/07/1991		
31	90751	CHAMPLIN #149 G-1	WYW 66354	_	32	19N	112W	11/26/1979		
	90722	LAMLER FEDERAL #1-32	WYW 66354		32	19N	112W	11/26/1979		
G2	91388,91387	CHAMPLIN 149 I-2	WYW 66354	SW	28	19N	112W	01/25/1991		
G2	90699	WILSON BRANCH #7A	WYW 66596	NENE	30	19N	112W	11/26/1979		
	90745	WILSON RANCH #8	WYW 66597	_	8	19N	112W	11/26/1979		
G1/B	90665	WHISKEY BUTTES #22	WYW 66848	NE	16	21N	112W	06/20/1980		
	NA	WHISKEY BUTTES #57	WYW 66848		10	21N	112W	02/25/1992		
G1/A	90665	WHISKEY BUTTES #22	WYW 66848	SE,SW	10	21N	112W	06/20/1980		
G1/D	90665	WHISKEY BUTTES #22	WYW 66848		28	21N	112W	06/20/1980		
G1/C	90665	WHISKEY BUTTES #22	WYW 66848	NW,SW	22	21N	112W	06/20/1980		
		P&A (KEEP RIGHTS)FONTENELLE #1	WYW 66849		_	24N	111W,112W	10/12/1979		
G2	90631	POGERTY CK #10-8	WYW 66850	_	4,9,8	28N	114W	05/15/1979		
G1	NA	ACCESS ROAD WILLOW CREEK	WYW 067247		MANY	24N	112,113,114W	01/25/1980		

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	METER_#	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91625	CHESTER FIELD #1	WYW 67299	NW	16	20N	111W	11/14/1991		
G1	NA	LATERAL A-7	WYW 67299	_	8,18,14	20N	111W,112W	11/27/1979		
	NA	LATERAL A-31	WYW 67824	_	MANY	27N	111W	10/29/1979		
	NA	LATERAL A-26	WYW 67824		MANY	27N	111W, 112W	10/29/1979		
	90646	FED #40-32	WYW 67824	SE	32	27N	111W	10/29/1979		
	90645	FED #40-30	WYW 67824	SE	30	27N	111W	10/29/1979		
	90644	FED #10-29	WYW 67824	SE,SW,NW	29	27N	111W	10/29/1979		
	NA	LATERAL A-28	WYW 67824		4,5	27N	111W	10/29/1979		
	90647	FED #40-29	WYW 67824	NW,NE,SE	33,32,29	27N	111W	10/29/1979		
	90737	B C FED #10-5	WYW 67824	NW	5	27N	111W	10/29/1979		
	_	DEVON FEDERAL #1-24	WYW 67876	SW	24	20N	112W	02/25/1980		
	91414	THERMAL-MESQUITE FED 20-24	WYW 67876	SW,NW,NE	24	20N	112W	09/19/1991		
	91465	AMOCO-CHAMPLIN 326 E-2	WYW 67876	NE	24	20N	112W	10/17/1991		
	91351	AMOCO-SEVEN MILE GULCH 19	WYW 67876	SW	24	20N	112W	09/19/1991		
G1	90859	AMOCO WHISKEY BUTTES #34	WYW 67876	SW	8	21N	111W	01/25/1980		
G1	90734	AMOCO-CHAMPLIN 206 D#1	WYW 67876	NE,NW	12	18N	112W	02/25/1980		
G1	90735	AMOCO CHAMPLIN 205 F#1	WYW 67876	SW	36	20N	112W	02/25/1980		
	91514	MESQUITE FEDERAL 10-24	WYW 67876		24	20N	112W	04/03/1992		
G1	90863,90779	AMOCO CHAMPLIN 206 C#1	WYW 67876	SW	12	18N	112W	02/25/1980		
	90758	AMOCO SHUTE CK UNIT #1	WYW 67916	SE	32	23N	112W	06/27/1980		
	91493	COW HOLLOW #13	WYW 67916		5,32	22N,23N	112W	12/04/1991		
	91588	SHUTE CREEK 16	WYW 67916		31,32	23N	112W	09/23/1992		

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2G1	91501	COW HOLLOW 23	WYW 67916		17,18,19	22N	112W	10/28/1992		
1	91621	SHUTE CREEK 18	WYW 67916		7,8	22N	112W	10/28/1992		
1	91565	COW HOLLOW 19	WYW 67916		5,6	22N	112W	09/11/1992		
1	91462	SHUTE CREEK #14	WYW 67916	NW,SW	32	23N	112W	01/24/1992		
1	91628	COW HOLLOW 24	WYW 67916		19	22N	112W	10/28/1992		
	91451	COW HOLLOW #10	WYW 67916		MANY	22N,23N	112W	01/24/1992		
1	NA	LATERAL A-1	WYW 67916	_	30,32	23N	112W	06/27/1980		
1G1	90759	WHISKEY BUTTES #35	WYW 67936	NE,NE,SW	32	21N	112W	09/03/1980		
1	91411,91412	SEQUOYAH FEDERAL #20-6	WYW 67936B	NE	6	19N	111W	04/08/1991		
1G1	90876	MARATHON-FABIAN DITCH 3-32	WYW 67936B	SW	32	20N	111W	12/17/1990		
	91455	THERMAL-SAGEBRUSH FED 30-26	WYW 67936	SE	26	20N	112W	05/24/1991		
1G2	91316	AMOCO-CHAMPLIN 205 D-2	WYW 67936A	SE	26	20N	112W	02/28/1990		
1G2	91632	CHRISTMAN 2-36	WYW 67936		36	20N	112W	10/28/1992		
1G2	90854	WILSON RANCH #14	WYW 67936	NW,NW	32	20N	112W	10/28/1980		
1G1	90716	CHAMPLIN #326 D-1	WYW 67936	_	24	20N	112W	05/28/1980		
2G2	90681	6" LOOPLINE CHAMPLIN 205 RECON	WYW 67936	SWSW	36	20N	112W	05/24/1990		
1G2	90681	CHAMPLIN #285 E-1	WYW 67936	_	36	20N	112W	05/28/1980		
2	91675	CHRISTMAN 3-36	WYW 67936		36	20N	112W	10/28/1992		
1	90771	CHRISTMANN 1-36 STATE	WYW 67936	SE/SW	36	20N	112W	05/28/1980		
1G2	90856,90898	AMOCO BERKLEY FED #1	WYW 67936	NE,SW	24	18N	113W	05/27/1980		
1G2	46030	STAUFFER EXCHANGE METER & ACCESS ROAD	WYW 69515	SW	32	21N	111W	01/07/1980		
1	90971	FED #23-14	WYW 69593	SW	14	25N	111W	01/10/1980		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	LATERAL A-4	WYW 69593	_	MANY	24N,25N	111W	01/10/1980		
91440	BLUE WOODS FED 20-24	WYW 69593		23,24	25N	111W	01/10/1980		
91662	LITTLE MONUMENT 20-23	WYW 69593		23	25N	111W	09/03/1992		
90786	PETRO LEWIS - SPUR CREEK 16-26	WYW 69603	_	24,23,26	27N	112W	02/05/1980		
90723	ENERGETICS-FED 32-28	WYW 69605	_	27,28	25N	110W	02/28/1980		
91610	COW HOLLOW 15	WYW 70250		36	22N	112W	07/21/1992		
90925	WHISKEY BUTTE FED 1-6	WYW 70250	SW	6	21N	111W	08/01/1980		
91469	COW HOLLOW #12	WYW 70250	NE,SE	36	22N	112W	11/14/1991		
91458	AMOCO-WHISKEY BUTTES #47	WYW 70329	SW	14	21N	112W	10/08/1991		
90664	WHISKEY BUTTES #5	WYW 70329	SE,SW	14	21N	112W	06/17/1980		
90828	LAMSDALE FED 28-1	WYW 70543		28	19N	112W	10/16/1980		
91193	LINCOLN RD 7	WYW 70599	NW	10	24N	111W	06/03/1980		
G2/C	NA	LATERAL A-5	WYW 070705	12,13,24	27N	114W	01/29/1959		
90131	HOGSBACK #71-12	WYW 070705		1,12	27N	114W	01/29/1959		
2	90124,90125	TIP TOP 43-31,86-31	WYW 070705	32	28N	113W	01/29/1959		
G2/B	NA	LATERAL A-5	WYW 070705	6,1,12	27N	113,114W	01/29/1959		
90483	HOGSBACK 36-13G	WYW 070705	SW	13	27N	114W	01/29/1959		
90482	HOGSBACK 37-6G	WYW 070705	SW	6	27N	113W	01/29/1959		
G2/A	NA	LATERAL A-5	WYW 070705	5	27N	113W	01/29/1959		
90132	HOGSBACK #22-24	WYW 070705		24	27N	114W	01/29/1959		
90827	AMOCO FABIAN DITCH #2-2 W.L.	WYW 70898	SW	2	19N	112W	05/21/1980		
90655	GRBU #69-19	WYW 71178	NE,NW	19	27N	112W	05/07/1980		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90651	GRBU #64-11	WYW 71178	SW,SE	2,11	26N	113W	05/07/1980		
	90656	GRBU #68-30	WYW 71178	_	30	27N	112W	05/07/1980		
1	90650	GRBU #65-14	WYW 71178	SW	14	26N	113W	05/07/1980		
	91531	SEQUOYAH FED 30-6	WYW 71183		6	19N	111W	07/21/1992		
2/B	90829	GRANGER #1	WYW 71183	NW	8	19N	111W	09/30/1980		
	90805	CHRISTMANN FED #1-6	WYW 71183	NW,SE	6	19N	111W	05/17/1991		
2/A	90829	GRANGER #1	WYW 71183	ALL	6	19N	111W	09/30/1980		
	91427	THERMAL-SEQUOYAH FEDERAL 10-6	WYW 71183	NW	6	19N	111W	05/17/1991		
2	90747	ELSU #25-32	WYW 71206	SE	32	27N	112W	10/08/1980		
2	90652	GRBU #63-35	WYW 71206	NE	35	27N	113W	10/08/1980		
	91407	AMOCO-WHISKEY BUTTES #51	WYW 71214E	NE,NW,SE	22	21N	112W	09/20/1991		
	91488	AMOCO-WHISKEY BUTTES #56	WYW 71214A	NE,NW,SW	2	21N	112W	10/16/1991		
1/B	91641	COM HOLLOW 3	WYW 71214D		32	22N	112W	08/21/1992		
	91472	WHISKEY BUTTES #59	WYW 71214E	NE,NW,SW	12	21N	112W	11/08/1991		
	91486	WHISKEY BUTTES #60	WYW 71214L	NW,NE	20	21N	112W	11/18/1991		
	90696	WHISKEY BUTTES #23	WYW 71214J	_	24	21N	112W	10/31/1980		
1	91517	WHISKEY BUTTES 13-4	WYW 71214D		4	21N	112W	05/01/1992		
	90690	WHISKEY BUTTES 14	WYW 71214B	SW	2	21N	112W	10/31/1980		
	91471	UPRC 290 B-1	WYW 71214L	NW	20	21N	112W	11/18/1991		
1/A	91641	COM HOLLOW 3	WYW 71214D		4	21N	112W	08/21/1992		
1	91660	CHAMPLIN 229 A-1	WYW 71214A		2	21N	112W	10/28/1992		
2	91648	CHAMPLIN 289 A-1	WYW 71214D		32	22N	112W	08/21/1992		

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	METER #	FACILITY	RAILROAD NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
71G1	90687	WHISKEY BUTTES #9	WYW 71214I	_	22	21N	112W	10/31/1980		
24G1	90689	WHISKEY BUTTES #13	WYW 71214C		2	21N	112W	10/31/1980		
25G2	90685	WHISKEY BUTTES #6	WYW 71214D	_	10	21N	112W	10/31/1980		
46G1	90686	WHISKEY BUTTES #8	WYW 71214A	_	2	21N	112W	10/21/1980		
17	90688	WHISKEY BUTTES #12	WYW 71214H	_	22	21N	112W	10/31/1980		
07G2	90718	WHISKEY BUTTES #20	WYW 71214G	_	16	21N	112W	10/31/1980		
45G2	90719	WHISKEY BUTTES #25	WYW 71214	NE	28	21N	112W	10/31/1980		
53G2	90772	WHISKEY BUTTES #32	WYW 71214L	NE,SE	20	21N	112W	11/18/1991		
18G1	90691	WHISKEY BUTTES #16	WYW 71214K	_	24	21N	112W	10/31/1980		
73G2	90692	WHISKEY BUTTES #17	WYW 71214E	_	12	21N	112W	10/31/1980		
43G1	90808	MATHEWLY FED 1-6	WYW 71736	_		17N,18W	112W	09/29/1980		
32	90794	CHAMBERS FED #24-8	WYW 71910	_	16,17,8	30N	113W	10/30/1980		
10	90998	FED #10-27	WYW 71911	SE,SW,NW	27	26N	111W	10/30/1980		
24/B	90749	FED #30-4	WYW 71912		3,4	26N	111W	10/31/1980		
24/A	90749	FED #30-4	WYW 71912		34	27N	111W	10/31/1980		
234	NA	CPS 462	WYW 072100	SE	5	27N	113W	10/31/1958		
612	NA	CS #32	WYW 072175	NW	14	29N	113W	01/23/1959		
613	NA	TANK AND DRIP	WYW 072175	SW	35	29N	113W	01/23/1959		
611	NA	CS #31	WYW 072175	NW	14	29N	113W	01/23/1959		
53	90800	TRUE OIL-STATE 32-16	WYW 72281	_	16,15	25N	110W	10/22/1980		
14G2		BLACKS FORK FED. 26-1	WYW 72493		26	18N	113W	05/13/1992		
50G1	90770	AMOCO-CHAMPLIN 228 B-1	WYW 72493	_	24,26	18N	113W	02/11/1981		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	CPS 1322	WYW 72494	NE	16	20N	112W	12/02/1980		
95453	SELLNIG FED 31-8	WYW 72516	NE	8	20N	112W	12/03/1991		
/A NA	LATERAL A-13	WYW 72516	NW	16	20N	112W	01/16/1981		
/B NA	LATERAL A-13	WYW 72516	NE,SE	8	20N	112W	01/16/1981		
90788 (P&A)	TAP ON MOXA	WYW 72516	SE,SW	6	20N	112W	11/06/1991		
/C NA	LATERAL A-13	WYW 72516	SE	6	20N	112W	01/16/1981		
NA	CPS 1353	WYW 72541	NE	18	17N	117W	01/08/1981		
NA	CPS 1352	WYW 72541	NE	32	20N	115W	01/08/1981		
90848	GRANGER #2	WYW 72557	NE,NW,SW	28	20N	111W	01/20/1981		
A NA	SALT WELLS COMP SITE ACCESS RD	WYW 73396	-	MANY	14N	102W,103W	05/14/1981		
B NA	SALT WELLS COMP. STA.	WYW 73396	NW	14	14N	103W	05/14/1981		
90107	CHIMNEY BUTTE #13	WYW 074086		24,25	20N	113W	12/11/1958		
90166	CHIMNEY BUTTE #2	WYW 074086		35	20N	113W	12/11/1958		
:2 90107	CHIMNEY BUTTE #13	WYW 074086		24,25	20N	113W	12/11/1958		
90114	BELPER BNG #28	WYW 074086		33	20N	113W	12/11/1958		
90264	LATERAL A-6,CB #6	WYW 074086		MANY	20N	113W	12/11/1958		
.G1/B NA	LATERAL A-6	WYW 074086		27,26	20N	113W	12/11/1958		
.G1/C NA	LATERAL A-6	WYW 074086		26	20N	113W	12/11/1958		
90167	CHIMNEY BUTTE #3	WYW 074086		34	20N	113W	12/11/1958		
.G1/D NA	LATERAL A-6	WYW 074086		23,24	20N	113W	12/11/1958		
G1/A NA	LATERAL A-6	WYW 074086		28,29	20N	113W	12/11/1958		
NA	LATERAL A-26 LOOP	WYW 74553	-	MANY	27N	112W	07/02/1981		

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	90952	CHAMPLIN 358 Q#1	WYW 77054	SW	32	18W	11ZW			10/29/1981
	90890	AMOCO BNG 110-9	WYW 77035	NW	9	26W	113W			09/19/1981
	90889	AMOCO FIG FOUR FED #1-1	WYW 77004	—	6,1	27W	111W,11ZW			09/25/1981
1/A	MA	LATERAL A-27 EXT #3	WYW 77003	NE,NW	6	27W	111W			09/25/1981
1	MA	CPB #13G1	WYW 76246	NW	28	21W	114W			10/01/1981
	MA	CPB #1359 CW FED. 40-32	WYW 75979	NE	32	27W	111W			09/18/1981
1	MA	TX A EXT #1	WYW 75540	—	MANY	23W	11ZW			05/28/1981
		BRUTE CREEK 21	WYW 75540		30	23W	11ZW			10/05/1992
	91590	BRUTE CREEK 17	WYW 75540		29	23W	11ZW			10/05/1992
	91463	BRUTE CREEK #13	WYW 75540	SW,SE	20	23W	11ZW			12/03/1991
	91630	BRUTE CREEK 6	WYW 75540		29,30	23W	11ZW			07/21/1992
	91635	BRUTE CREEK 20	WYW 75540		20	23W	11ZW			10/05/1992
	91666	CHAMPLIN 285 Q-1	WYW 75547	NE	18	19W	111W			10/25/1991
	91661	FEDERAL UNIT 2-18 NGB #2	WYW 75547	NW,NE,NE	18	19W	111W			10/25/1991
1	90913	FED #1-18	WYW 75547	SW	18	19W	111W			06/17/1981
1	MA	LAT A-15	WYW 75547	SW	18	19W	111W			06/17/1981
	90864	BAY FED #1-20	WYW 75547	NW	20	19W	111W			06/17/1981
	90807	AMOCO GHOU 76-14	WYW 75450	NE	14	26W	113W			05/28/1981
	90865	TEXACO LABANDE UNIT #7	WYW 75449	NE	34	27W	113W			05/28/1981
	91625	RICHARD FEDERAL 60-12	WYW 75429		2,12	20W	111W			07/29/1991
	90802	C & K RENEW MILE OUCH #13	WYW 75429	SW	2	20W	11ZW			10/07/1981
	91654	MADUNO FED #20-12	WYW 75429	NE,NW	12	20W	111W			11/06/1991

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
A	90902	ANDERSON FEDERAL #1-18	WYW 77058	SE	18	21N	111W	10/07/1981		
B	90902	ANDERSON FEDERAL #1-18	WYW 77058	SW	18	21N	111W	10/07/1981		
	91515	UPRC-CPC NO. 1 K-M FED #4-30	WYW 77059	SW	30	21N	112W	10/07/1991		
2/B	NA	WHISKEY BUTTES CROSSOVER	WYW 77059&A	SE	30	21N	111W	08/24/1990		
	91459	AMOCO-WHISKEY BUTTES #49	WYW 77059	NE	14	21N	112W	09/17/1991		
1	90773	WHISKEY BUTTES #39 RECONNECT	WYW 77059	NE	36	21N	112W	07/25/1991		
2/D	NA	LATERAL A-19	WYW 77059&A	NE,SE	14	21N	112W	08/24/1990		
2/C	NA	WHISKEY BUTTES CROSSOVER	WYW 77059&A	NW	12	21N	112W	08/24/1990		
2/F	NA	WHISKEY BUTTES CROSSOVER	WYW 77059&A		36	21N	112W	08/24/1990		
	91489	AMOCO-WHISKEY BUTTES #54	WYW 77059	NE	26	21N	112W	09/12/1991		
2/A	NA	WHISKEY BUTTES CROSSOVER	WYW 77059&A	SW	30	21N	111W	08/24/1990		
1/A	NA	WHISKEY BUTTE CROSSOVER	WYW 77059	SE	30	21N	111W	10/07/1981		
1/B	NA	WHISKEY BUTTE CROSSOVER	WYW 77059	NW	12	21N	112W	10/07/1981		
2/E	NA	LATERAL A-19	WYW 77059&A	NW,SW	24	21N	112W	08/24/1990		
1/C	NA	WHISKEY BUTTE CROSSOVER	WYW 77059	NE	14	21N	112W	10/07/1981		
1/E	NA	WHISKEY BUTTE CROSSOVER	WYW 77059	N1/2,SE	36	21N	112W	10/07/1981		
1/D	NA	WHISKEY BUTTE CROSSOVER	WYW 77059	W1/2	24	21N	112W	10/07/1981		
1	45016	MFS EXCHANGE #2	WYW 77059	SW,SE	30	21N	111W	10/07/1981		
	NA	HOGSBACK RADIO SITE	WYW 077647	SW	18	27N	113W	09/16/1959		
	90917	BELCO C76-25	WYW 77714	NW	25	28N	113W	12/01/1981		
	90918	BELCO S-33-28	WYW 77716	SW	28	30N	113W	12/01/1981		
	90919	APACHE O&G BIRD CYN 3-14	WYW 77721		14,15	27N	112W	11/25/1981		

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	P&A	E-9	WYW 079778			10	25W	11ZW	04/08/1959	
	909S5	AMOCO-WAINOEY BUTTES #33	WYW 79620	SW,NE		20	21N	11ZW	05/12/1982	
	90967	ENERGETICS FED 20-29	WYW 79612	—		20,29	27N	111W	05/11/1982	
	90966	ENERGETICS FED 20-17	WYW 79611	—		8,17	27N	111W	05/11/1982	
1	90910	AMOCO CHAMPLIN 370 B#1	WYW 79607	—		12,14	17N	11ZW	05/12/1982	
	90941	BELCO BRD #111-4	WYW 79568	NW		4	26N	113W	04/20/1982	
	RA	CPA #13G9	WYW 79510	NE		32	21N	112W	05/12/1982	
	RA	CPA 1381	WYW 79509	SW		36	20N	112W	05/11/1982	
	RA	LNT A-27 LOOP	WYW 79481	—		19,24,25	27N	111W	05/05/1982	
A	94176	AMOCO-CGP #1 KEETA STATION	WYW 79481	NE		25	27N	112W	11/13/1991	
	RA	LNT A-27	WYW 79481	—		MANY	27N	111W	09/05/1982	
	90972	LITTLE MONUMENT II #2	WYW 79419	—		23,26,27	25N	111W	03/23/1982	
L/A	90985	BELCO STEAD CTB 9-11	WYW 79352	SW,SW		10	26N	112W	03/25/1982	
	90911	BELCO STEAD CTB 7-10	WYW 79352	—		10,11	26N	111W	03/25/1982	
	90929	BELCO PETROSTEAD CTB UNIT 6-10	WYW 79352	SE		10	26N	112W	03/25/1982	
	90932	BELCO STEAD CTB 8-11	WYW 79352	NW		11	26N	112W	03/25/1982	
	90926	BELCO GRBU 82-6	WYW 79347	SW		6	26N	112W	03/29/1982	
t	90957	LANDSBERRY 1-30	WYW 78563	NW		30	19N	111W	03/25/1982	
	90933	ENERGETICS FED 30-31	WYW 78525	—		6,31	27N,28N	111W	01/27/1982	
	90977	BELCO C77-23	WYW 78502	NW		23	28N	113W	02/03/1982	
	90942	BELCO KIWU #37-4	WYW 78448	SE		4	26N	112W	01/14/1982	
	90931	BELCO KIWU 35-5	WYW 77990	SE		5	26N	112W	12/15/1981	

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MERGE_S	FACILITY	AGREEMENT_NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST_DATE	RECORDED BOOK	PAGE
MA	LATERAL B-3	WYW 079778		MANY	29W	112,113W	04/08/1959		
90122	ROCKMACK 877-6	WYW 079778		6	26W	113W	04/08/1959		
PAA	C-24, G-6	WYW 079778		36,2	28,29W	113W	04/08/1959		
90099	TRESHER RIVER #5	WYW 079778		36	29W	113W	04/08/1959		
PAA	C-24, G-6	WYW 079778		MANY	29W	112,113W	04/08/1959		
	MA	LATERAL B-3 LOOP	WYW 079778		MANY	29W	112,113W	04/08/1959	
	PAA	E-6	WYW 079778		30,31	29W	113W	04/08/1959	
90042	C-23, G-3	WYW 079778		36,3	28,29W	113W	04/08/1959		
90099	TRESHER RIVER #5	WYW 079778		36	29W	113W	04/08/1959		
PAA	C-24, G-6	WYW 079778		36,2	28,29W	113W	04/08/1959		
90106	B-64	WYW 079778		25,36	29W	113W	04/08/1959		
	90109	B 67	WYW 079778		35	29W	113W	04/08/1959	
\01	MA	LATERAL B-12 LOOP	WYW 079778		14	29W	113W	04/08/1959	
12/A	MA	LATERAL A-3	WYW 079778		29,32	27W	113W	04/08/1959	
	MA	LATERAL B-3 LOOP	WYW 079778		MANY	29W	112,113W	04/08/1959	
31/A	90097	ROCKMACK 877-31	WYW 079778		33	27W	113W	04/08/1959	
32	MA	LATERAL B-5	WYW 079778		13	29W	113W	04/08/1959	
31	90105	B-15	WYW 079778		14	29W	113W	04/08/1959	
01/B	90097	ROCKMACK 877-31	WYW 079778		31,32	27W	113W	04/08/1959	
02/C	MA	LATERAL A-3	WYW 079778		5,6	26W	113W	04/08/1959	
A02	90028	B-65	WYW 079778		2	29W	113W	04/08/1959	
02/B	MA	LATERAL A-3	WYW 079778		33	27W	113W	04/08/1959	
	90969	KERMERITCH FED 30-17	WYW 80221	SW	17	27W	111W	05/11/1982	
	MA	OPAL PLANT EXPANSION	WYW 80277		22	21W	114W	07/30/1982	
	90968	KERMERITCH FED 30-8	WYW 80363	NW	8	27W	111W	06/25/1982	

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01		MA	TRENCH-HEAVY 40-24	WIW 80376	SW	24	18W	11ZW	09/04/1991
01	91207	CHURCH BUTTES #1-25		WIW 80376	ALL	24	18W	11ZW	08/18/1962
01	91537	CHURCH BUTTE 3-23		WIW 80376		24	18W	11ZW	08/12/1992
01	91219	CFC CHAPLIN FED NO. 1-6		WIW 80375	SW,NW	1	18W	11ZW	08/10/1962

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RECORD TYPE	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP RANGE	INST DATE	RECORDED BOOK PAGE
01	91219	CFC CHAPLIN FED NO. 1-6	WIW 80375	SW,NW	1	18W 11ZW	08/10/1962
01	91537	CHURCH BUTTE 3-23	WIW 80376		24	18W 11ZW	08/12/1992
	MA	TRENCH-HEAVY 40-24	WIW 80376	SW	24	18W 11ZW	09/04/1991
01	91207	CHURCH BUTTES #1-25	WIW 80376	ALL	24	18W 11ZW	08/18/1962
	90932,90993	SKYHK MILE GULCH #14	WIW 80897	NE,SE	18	20W 11IW	12/13/1962
31/F	MA	LATERAL A-6 EXT #1	WIW 81001	-	-	28W,29W	11IW,11ZW 08/19/1962
31/E	MA	LATERAL A-6 EXT #1	WIW 81001	-	9,10	28W	11ZW 08/19/1962
31/C	MA	TRUNK A	WIW 81001		-	31W	10SW,11OW 08/19/1962
31/I	MA	LATERAL A-6 EXT. #1	WIW 81001	-	MAMT	30W	11OW,111W 08/19/1962
31/D	MA	TRUNK A	WIW 81001	-	MAMT	31W	10SW 08/19/1962
01/G	MA	LATERAL A-6 EXT. #1	WIW 81001	-	19,20	29W	111W 08/19/1962
01/H	MA	LATERAL A-6 EXT. #1	WIW 81001	-	MAMT	30W	111W 08/19/1962
01/A	MA	TRUNK A	WIW 81001	NE	27	31W	11OW 08/19/1962
01/A	MA	LATERAL A-1, LOOP 2	WIW 81002	NW,NE	31	27W	11ZW 09/22/1962
01	MA	LATERAL A-1	WIW 81010	-	2,3,11	31W	10SW 09/22/1962
01/A	MA	LATERAL A-15 LOOP #1	WIW 81020	NE	31	27W	11ZW 09/22/1962
01/C	MA	LATERAL A-15 LOOP #1	WIW 81020	SW,SE,NE	20	27W	11ZW 09/22/1962
01/B	MA	LATERAL A-15 LOOP #1	WIW 81020	NE	30	27W	11ZW 09/22/1962
	90912 (PEA)	AMOCO-BRUTE CK #9 WELL	WIW 81027		-	22W	11IW,11ZW 08/11/1982
01	90960	GRACE USA #1-30	WIW 81034	NE,NW	30	18W	11ZW 09/02/1963
01	90950	GRACE USA #1-6	WIW 81035	NW,NE	6	18W	11ZW 09/02/1962
01	90959	GRACE USA #1-12	WIW 81036	SW	12	18W	11ZW 09/02/1962

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90983	BORSE TRAP #1	WYW 81068	NE	26	23N	115W	02/02/1983		
	NA	TRUNK A	WYW 81068	_	_	22N,23N	113W-115W	02/02/1983		
	91280	ENERGETICS FED 20-6	WYW 81076	NE	6	27N	111W	08/31/1982		
	91237	ENERGETICS FED 10-31	WYW 81076	SW,NW	31	28N	111W	08/31/1982		
/B	NA	LAT A-27 EXT #3	WYW 81076	_		27N,28N	111W	08/31/1982		
	_	BROADHEAD FED HARRIS #1	WYW 81077	SW	5	27N	111W	08/31/1982		
	_	ENERGETICS-FED #30-5	WYW 81077	SW	5	27N	111W	08/31/1982		
	90976	ENERGETICS FED 20-7	WYW 81077	NE	7	27N	111W	08/31/1982		
	_	FED 40-19 CANCELLED	WYW 81078	SE	19	27N	111W	08/31/1982		
	91192	ENERGETICS FED 30-20	WYW 81078	_	19,20	27N	111W	08/31/1982		
	_	ENERGETICS FED 10-4	WYW 81078	_	3,4	26N	111W	08/31/1982		
	90965	ENERGETICS FED 30-28	WYW 81078	SW	28	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-30	WYW 81078	NE	30	27N	111W	08/31/1982		
	_	ENERGETICS FED 30-29	WYW 81078	SW,SE	29	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-32	WYW 81078	NE	32	27N	111W	08/31/1982		
	90974	B C OSPREY FED 40-28	WYW 81078	SE	28	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-16	WYW 81079		8,9,16	27N	111W	08/31/1982		
	90970	ENERGETICS FED 10-16	WYW 81079	NW	16	27N	111W	08/31/1982		
	_	ENERGETICS FED 30-19	WYW 81079	NW,SW	19	27N	111W	08/31/1982		
	91101	ENERGETICS FED 40-17	WYW 81079	_	17,20	27N	111W	08/31/1982		
	91028	ENERGETICS FED 20-20	WYW 81079	NE	20	27N	111W	08/31/1982		
	NA	LAT A-26 LOOP #2	WYW 81081	_	MANY	27N	112W	08/31/1982		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90961	PRIMARY FUELS FED #20-24 MS	WYW 81088	-	MANY	27N	110W	08/31/1982		
	90980	ENERGETICS SLATE CK FED 30-12	WYW 81106	_	3,10-14	26N	111W	11/02/1982		
	90990	FEDERAL 42-17	WYW 81107	_	16,17	25N	110W	11/02/1982		
G1/B	90985	BELCO STEAD CYN 9-11	WYW 81115	SW,SW	11	26N	111W	11/30/1982		
	90988	ENSTAR PETRO-LINCOLN RD #12	WYW 81118	SW,SW	10	24N	111W	11/12/1982		
4	91199	LINCOLN ROAD #15-A	WYW 81118	_	15	24N	111W	08/14/1987		
	90973	ENERGETICS OSPRY PRS FED 20-28	WYW 81119	SW,SE,NE	SW,SE,NE	27N	111W	11/12/1982		
24	NA	LNT A-27 EXT#3	WYW 81120	SE	25	28N	112W	11/12/1982		
	91603	FEDERAL 1-12	WYW 81153		12	27N	112W	08/20/1992		
	91107	BELCO FIG FOUR CYN 2-12	WYW 81153	_	7,12	27N	111W,112W	04/13/1983		
	91017	ENERGETICS FED 30-1	WYW 81153	_	12,1,11	27N	112W	04/13/1983		
	91011	ENERGETICS FED 20-1	WYW 81154	NE	1	27N	112W	01/26/1983		
	90995	ENERGETICS CONDOR FED 30-33	WYW 81156	-	32,33	27N	111W	04/12/1983		
	_	ENERGETICS BIRD CYN FED 20-24	WYW 81157	NE	4	26N	111W	01/26/1983		
	91005	FEDERAL #14-23	WYW 81158	_	23,26	25N	110W	03/09/1983		
	91006	ENERGETICS-FED #31-3	WYW 81159	NE,SW	3	25N	110W	04/13/1983		
	90999	ENRGTCS-LITTLE MONUMENT #20-27	WYW 81160	NE	27	25N	111W	04/12/1983		
	91003	ENERGETICS LITTLE MON. #30-28	WYW 81160	_	27,28	25N	111W	04/12/1983		
	91001	ENERGETICS-LTL MONUMENT #20-28	WYW 81160	NE	28	25N	111W	04/12/1983		
	91002	ENERGETICS-LITTLE MON. #30-22	WYW 81160	_	22,27,28	25N	111W	04/12/1983		
	90997	ENERGETICS ESPOSITO FED 10-32	WYW 81163	_	5,32	28N	111W	03/09/1983		
	90996	ENERGETICS CRANE PROS FED 10-9	WYW 81164	_	4,9	27N	111W	03/09/1983		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91007	ENERGETICS FED 10-22	WYW 81165	_	15,22	27N	111W	03/04/1983		
1	_	BELCO BIRD CYN 1-6	WYW 81166	SW,SE	32	27N	111W	03/09/1983		
	91018	ENRGTCS TRI CNTY SAN FED 10-5	WYW 81166	_	5,32	26N	111W	03/09/1983		
	91004	MCDONALD FEDERAL #32-34	WYW 81167	_	33,34	26N	110W	03/09/1983		
	NA	CPS #1393	WYW 81169	NE	7	27N	111W	03/04/1983		
	91010	BLUE FORREST #30-5	WYW 81172	SE,SW	5	24N	110W	04/13/1983		
	91019	ENERGETICS HAUN FED #10-9	WYW 81173	_	4,9	26N	111W	04/12/1983		
/B	91020	ENERGETICS HANSEN FED 20-5	WYW 81174	NE	5	26N	111W	04/12/1983		
/A	91020	ENERGETICS HANSEN FED 20-5	WYW 81174	SW,SE	32	27N	111W	04/12/1983		
	90975	LATL A-1 TIE INTO NEW FORK #1	WYW 81191	NW,NE	MANY	30N	108W	11/04/1982		
	91200	PINEDALE #7 M/S	WYW 81191	_	15	30N	108W	02/28/1991		
	91031	BELCO S-36-34	WYW 82497	SW	34	30N	113W	03/25/1983		
	NA	CPS #1398	WYW 82498	NW	20	29N	111W	03/25/1983		
G1	NA	LATERAL A-33	WYW 82500	_	MANY	28N	111W	05/25/1983		
	91034	ENERGETICS ESPOSITO 40-20	WYW 82501	_	20	28N	111W	05/26/1983		
	91051	ENERGETICS CHORNEY FED 30-21	WYW 82512	_	29,28,21	28N	111W	08/03/1983		
	91055	ENERGETICS ESPOSITO FED 10-20	WYW 82514	_	19,20	28N	111W	08/03/1983		
/1	91035	CHRISTMAN UNC #1-20	WYW 82520	_	20,21	30N	113W	08/03/1983		
6	NA	LATERAL A-1 PORTION 3	WYW 82525	_	MANY	30N	108W	08/18/1983		
/B	91035	CHRISTMAN UNC #1-20	WYW 82527	NW	21	30N	113W	09/01/1983		
	NA	CPS #575	WYW 82541	SW	34	20N	114W	05/11/1983		
G1	91015	MERWIN 1-32	WYW 82552	NE,NW	6	18N	111W	05/05/1983		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
002	91023	BRUFF FED #1	WYW 82569	NW	24	18N	112W	07/13/1983		
5	91436	SEVEN MILE GULCH #16	WYW 82580	SW,SE	22	20N	112W	11/04/1983		
55	91022	LITTLE MONUMENT 30-21	WYW 82591	NW,SW	21	25N	111W	04/12/1983		
75	NA	LATERAL A-6	WYW 82591	_	MANY	25N	111W	04/12/1983		
61	91025	LITTLE MONUMENT 20-22	WYW 82591	_	15,16,22	25N	111W	04/12/1983		
62	91026	LITTLE MONUMENT 20-16	WYW 82591	NE	16	25N	111W	04/12/1983		
74	NA	LATERAL A-4, EXT. #1	WYW 82591	_	10,14,15	25N	111W	04/12/1983		
59	91059	LITTLE MONUMENT 30-10	WYW 82591	SW,SE	10	25N	111W	04/12/1983		
63	91027	LITTLE MONUMENT 30-16	WYW 82591	SW,SE	16	25N	111W	04/12/1983		
57	91071	LITTLE MONUMENT 30-23	WYW 82591	SW	23	25N	111W	04/12/1983		
56	91043	LITTLE MONUMENT 20-26	WYW 82591	_	23,26	25N	111W	04/12/1983		
54	91021	LITTLE MONUMENT 20-21	WYW 82591	NW,NE	21	25N	111W	04/12/1983		
60	RETAIN RIGHTS	LITTLE MONUMENT 30-15	WYW 82591	SW	15	25N	111W	04/12/1983		
27	91052	ENERGETIC ESPOSITO FED 40-29	WYW 82597	NE,SE	29	28N	111W	05/11/1983		
47	91016	BLUE FOREST 30-2	WYW 82598	_	11,2	24N	110W	04/13/1983		
5	90994	ENERGETICS FED 40-28	WYW 82599	SE	15	26N	111W	04/13/1983		
4	90990	ENERGETICS FED 10-27	WYW 82599	NW	27	26N	111W	04/13/1983		
5	NA	CPS #1399	WYW 82601	NW	15	25N	110W	04/12/1983		
32	NA	CPS #1409	WYW 82602	NE	3	26N	111W	07/15/1983		
22	91359	ENERGETICS FED #10-1	WYW 82613	NE,NW	1	27N	112W	07/20/1983		
20	91038	ENERGETICS HAUN FED 30-5	WYW 82615	NW,SW	5	26N	111W	05/13/1983		
1	91663	LITTLE MONUMENT 30-12	WYW 82616		12	25N	111W	09/03/1992		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
4	NA	ENERGETICS LT. MON. 11 #20-12	WYW 82616	_	11,12,14	25N	111W	07/20/1983		
6	91064	ENERGETICS LT MON 11 #20-13	WYW 82616	SW,NE	12,13	25N	111W	07/20/1983		
6	91105	BLUE FOREST UNIT #43-18	WYW 82616	SW,NE	13	25N	111W	01/22/1987		
8	NA	CPS #1416	WYW 82618	NE	15	26N	112W	06/06/1983		
1	91037	ENERGETICS HANSEN FED 10-17	WYW 82622	_	9,8,17	26N	111W	08/31/1983		
	91024	BARBARA FED 30-23	WYW 82628	SE,SW	22,23	26N	111W	06/14/1983		
	91033	HUSKEY BIRD CYN FED 4-33	WYW 82634	NW	33	27N	111W	07/01/1983		
4	91041	ENERGETICS HAUN FED 40-9	WYW 82644	SE,SE	9	26N	111W	06/14/1983		
5	91236	ENERGETICS HAUN FED 40-8	WYW 82644	SE	SE	26N	111W	06/14/1983		
2	91049	ENERGETICS HAUN FED 20-9	WYW 82644	NE	9	26N	111W	06/14/1983		
5	91054	MONUMENT BUTTE FEDERAL #42-20	WYW 82647	_	20,21	25N	110W	06/27/1983		
3	91072	BLUE FOREST #30-31	WYW 82649	SW	31	25N	109W	06/17/1983		
9	91062	ENERGETICS HAUN FED 40-5	WYW 82650	NW,SW,SE	5	26N	111W	06/27/1983		
4	_	METER & TAP	WYW 82650	SE	5	26N	111W	06/27/1983		
1	91060	LITTLE MONUMENT FED #30-11	WYW 82654	_	10,11	25N	111W	07/13/1983		
G1	91089	AMOCO CHAMPLIN 7-1	WYW 82656	_	8,20	20N	102W	09/26/1983		
G2	_	BELCO BIRD CYN 1-6	WYW 82657	_	MANY	27N,26N	111W	08/16/1983		
0	91053	ENERGETICS FED #40-6	WYW 82657	_	6	26N	111W	08/16/1983		
5	91044	ENERGETICS-YATES FED #30-29	WYW 82662	SW,NW	29	25N	111W	08/17/1983		
4	91099	HORN CANYON UNIT #6	WYW 82670	SE,SW	30	24N	110W	12/06/1983		
	NA	LATERAL A-3	WYW 82670	_	MANY	24N	110W,111W	12/06/1983		
4	90995	CONDOR FED #30-33	WYW 82686	_	_	26N,27N	111W	09/13/1983		

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	KEYES #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	91081	ENERGETICS-BSUII FEDERAL 40-10	WYW 86356 } GD RES AREA	SE	10	16N	93W	10/03/1983		
	91074	BSU II FED. #10-15-16-93	WYW 86374 }	NW,SW	15	16N	93W	11/16/1983		
	91067	STRANGE USA #1-22	WYW 86501	NE	22	20N	112W	10/24/1983		
	91098	EAST STORM SHELTER UNIT #1	WYW 87139	-		23N,24N	110W	12/06/1983		
	91088	WSA #30-8	WYW 87140	NE	30	25N	111W	11/18/1983		
	91087	QUEBEC FED #20-14	WYW 87141	SE,NE	14	27N	112W	11/09/1983		
	91181	FEDERAL #21-29	WYW 87167	-	20,21,29	25N	110W	05/07/1985		
	91100	BELCO FIG FOUR CTN 3-12	WYW 87173	SE	12	27N	112W	02/14/1984		
	-	ENERGETICS FED 30-30	WYW 87202	SW,SE	30	27N	111W	05/18/1985		
1	91126	DNSD SHSHK DSC SPLT RVR 31-2	WYW 87203	-	2,25,35	27N,28N	112W	06/15/1984		
1	91129	DSC SPLIT RIVER #24-35	WYW 87203	SE	35	28N	112W	06/15/1984		
	91154	FIGURE 4 CTN #5-13	WYW 87628	-	7,18,13	27N	111W,112W	11/08/1984		
	NA	(NO WELL SETTING) AMOCO USA AMOCO A-F	WYW 87628	SW	7	27N	111W	11/08/1984		
	91123	FIGURE 4 CTN #4-13	WYW 87628	NE	13	27N	112W	11/08/1984		
	91130	WSA-A #24-14	WYW 87632	-	-	25N	111W-112W	10/18/1984		
	NA	LAT A-6 EXT. #2	WYW 87632		-	25N	111W-112W	10/18/1984		
	91596	WEST SHAH 1-24	WYW 87632		24	25N	112W	07/21/1992		
	91132	AMOCO USA AOMCO A-G	WYW 87647	SE,NE	18	27N	111W	10/17/1984		
	91137	USA AMOCO A-H #1	WYW 87648	NE	19	27N	111W	09/04/1984		
	91138	AMOCO A-J #1	WYW 87657	NE	18	27N	111W	09/23/1984		
	91094	CO LINE #16-1	WYW 87691	-	9,16	26N	111W	01/07/1985		
	91102 (P&A)	FED #21-28	WYW 87696	NW,NE	28	25N	110W	01/07/1985		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
'G1	91170	BELCO NLBU 34-8	WYW 87697	_	8-10	26N	112W	07/10/1985		
	91131	BELCO NLBU #31-8	WYW 87700	SW	8	27N	113W	09/14/1984		
'G1/G	NA	TRUNK A	WYW 87703	_	22,27	32N	114W	10/12/1984		
'G1/A	NA	TRUNK A	WYW 87703	_	5,6	30N	110W	10/12/1984		
'G1/D	NA	TRUNK A	WYW 87703	_	MANY	31N	112W,113W	10/12/1984		
	91121	CASTLE CK FED #22-27	WYW 87703	NE,NW	27	32N	114W	10/12/1984		
G1/F	NA	TRUNK A	WYW 87703	_	26,35	32N	114W	10/12/1984		
G1/B	NA	TRUNK A	WYW 87703	SE,NE,NW	28	31N	111W	10/12/1984		
G1/E	NA	TRUNK A	WYW 87703	_	MANY	31N	113W,114W	10/12/1984		
G1	91122	CASTLE CK FED 34-28	WYW 87703	_	22,28	32N	114W	10/12/1984		
G1/C	NA	TRUNK A	WYW 87703	_	MANY	31N	111W,112W	10/12/1984		
	91120	CASTLE CK FED #21-28	WYW 87703	NE,NW	28	32N	114W	10/12/1984		
	91127	BELCO GRBU #86-35	WYW 87733	NE,NW	35	27N	113W	11/16/1984		
G1A	NA	DRIP TANK ACCESS ROAD	WYW 87734	_	MANY	31N,32N	113W,114W	07/19/1985		
G1A	NA	DRIP TANK ACCESS ROAD	WYW 87734	_	_	31N,32N	113W,114W	07/19/1985		
	91155	NLBU #35-34	WYW 87736		34	28N	113W	02/12/1985		
	91176	BELCO NLBU #37-5	WYW 87737	SE	5	27N	113W	11/16/1984		
	91163	BELCO NLBU #33-17	WYW 87738	SW	17	27N	113W	11/16/1984		
	91156	BELCO NLBU #39-17	WYW 87739	NE	17	27N	113W	11/16/1984		
	91133	BELCO SO HOGSBACK 6-16	WYW 87740	NW,SW	16	26N	113W	12/26/1984		
	91175	BELCO NLBU #32-5	WYW 87741	_	5	27N	113W	11/16/1984		
	91168	BEL NORTH C-84-3	WYW 87744	NW	3	28N	113W	12/04/1984		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91103	BELCO NLBU #38-8	WYW 87745		7,8	27N	113W	01/28/1985		
	91171	BELCO NLBU #36-33	WYW 87757	NE	33	28N	113W	06/19/1985		
	91169	BELNORTH C-85-3	WYW 87758		3	28N	113W	02/12/1985		
	91153	CBU #23-34	WYW 87769	NE	34	28N	113W	01/23/1985		
1	91134	AMOCO MILLER #1	WYW 87840	NE	20	20N	112W	08/08/1984		
	91119	VERNE #1	WYW 87841	NE	14	18N	113W	09/17/1991		
	91119	BRUFF FEDERAL #1-14	WYW 87841	SW,NW,NE	14	18N	113W	06/26/1984		
	91125	NLBU #34-21	WYW 88021	NE,NW	21	27N	113W	11/16/1984		
1	91135	AMOCO U.V. FED 1-8	WYW 88853	SW	8	21N	112W	01/14/1985		
	NA	CPS #1433	WYW 88855	NE	6	15N	119W	09/20/1984		
	NA	CPS #1427	WYW 88858	SE	6	19N	112W	10/25/1984		
1	91140	PENNZOIL FED 1-30	WYW 88859	NE,SW	30	20N	111W	04/12/1985		
1	91141	CHAMPLIN 357 C-1	WYW 89328	SW	14	18N	113W	07/12/1985		
1	91149	CHAMPLIN 285 L-1	WYW 89354	NW	8	19N	111W	05/15/1985		
	94076	CASTLE CK FED 14-22	WYW 89426	SW	22	32N	114W	04/24/1985		
	91160	TIP TOP T55X-22G	WYW 89427	SE	22	28N	113W	04/24/1985		
	91152	TIP TOP T57X-27	WYW 89432	_	27,34	28N	113W	06/19/1985		
	NA	CPS #1143	WYW 89448	SW	11	26N	114W	07/31/1985		
	91207	WOLD FED #24-10	WYW 89457	_	10,11	28N	113W	12/04/1985		
	NA	FIELD COMPRESSOR	WYW 89465	SW	14	28N	113W	08/28/1985		
1	NA	TRUNK N LOOP	WYW 89472	_	14,23,26	29N	113W	08/28/1985		
	91174	MINTON GOVT #4A	WYW 89477	NE	21	27N	113W	09/23/1985		

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	METER_#	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2	91103	MIFTON #5	WYW 89478	SW	21	27N	113W	11/04/1985		
OG1	91191	HOGSBACK 72X-29G	WYW 89537	NE	29	27N	113W	12/04/1986		
	91202	TIP TOP T54-2G	WYW 89586	NE	2	28N	114W	06/03/1988		
1	91179	FIG FOUR CYN 7-31 LINE & DEHY	WYW 90841	SW,SE	31	28N	111W	11/15/1985		
8	91166	FIGURE FOUR FEDERAL #13-3	WYW 90845	_	12,13	27N	112W	03/04/1985		
3	91161	WSA-B #32-1	WYW 90851	_	29,32	25N	111W	04/25/1985		
	91614	WEST SWAN 3-25	WYW 90852		25	25N	112W	07/21/1992		
4	91197	WEST SWAN C #25-1 WELL LINE	WYW 90852	NE	25	25N	112W	04/25/1985		
		WEST SWAN 2-25	WYW 90852		25	25N	112W	07/21/1992		
G2	91212	ENRON-NO. CHIMNEY BUTTE #1-23	WYW 91085	NW	23	28N	113W	10/27/1988		
	91224,91225	TIP TOP T 10-12G	WYW 91104		12,13,14	28N	114W	06/19/1989		
	91226	TIP TOP T 77-2 G	WYW 91105		2,11	28N	114W	06/07/1989		
	91227	TIP TOP T83-11G	WYW 91106	E 1/2	11	28N	114W	06/19/1989		
G3	NA	LABARGE COMPRESSOR STATION	WYW 91117	SW	14	26N	113W	07/20/1989		
	NA	CPS 1491	WYW 91120	NW	31	29N	112W	07/20/1989		
	NA	CPS 1489	WYW 91122	NE,NW	8	28N	113W	07/20/1989		
	NA	CPS 1490	WYW 91124	SW	33	29N	113W	07/20/1989		
	91267	HOGSBACK 44-31	WYW 91135	N1/2	31	27N	113W	08/09/1989		
	91254,91255	HOGSBACK 68-31	WYW 91150	SE	31	27N	113W	09/25/1989		
G1/A	NA	TRUNK N LOOP	WYW 91151	SE	3	29N	113W	09/25/1989		
G1/B	NA	TRUNK N LOOP	WYW 91151	NW	14	29N	113W	09/25/1989		
SG1/G	NA	CROSSOVER 16" LINE	WYW 94351	NE,NW	2	19N	114W	09/30/1986		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
5G1/E	NA	CROSSOVER 16" LINE	WYW 94351	SE,SW	8	19N	113W	09/30/1986		
5G1/H	NA	CROSSOVER 16" LINE	WYW 94351	SE,SW	34	20N	114W	09/30/1986		
5G1/J	NA	CROSSOVER 16" LINE	WYW 94351	SE,NW	30	20N	114W	09/30/1986		
5G1/A	NA	CROSSOVER 16" LINE	WYW 94351	SE,NE,NW	30	19N	112W	09/30/1986		
5G1/C	NA	CROSSOVER 16" LINE	WYW 94351	NE	22	19N	113W	09/30/1986		
5G1/D	NA	CROSSOVER 16" LINE	WYW 94351	SE,NE,NW	16	19N	113W	09/30/1986		
5G1/I	NA	CROSSOVER 16" LINE	WYW 94351	NE,NW	32	20N	114W	09/30/1986		
5G1	91184	CHAMPLIN 186 I-1	WYW 94366	NW	24	18N	113W	12/16/1986		
:1	NA	LAT A-9	WYW 102152	SE	32	16N	119W	07/31/1987		
	NA	AMOCO NGL/NRU EAST PAINTER MS	WYW 102152	SE	32	16N	119W	07/31/1987		
	90156	HOGSBACK #32-6	WYW 0102936		6	26N	113W	05/10/1960		
	90117	BELFER BNG #26	WYW 0102937		18	27N	113W	05/10/1960		
	NA	CROSSOVER	WYW 0102938					05/10/1960		
	90170	MINTON GOVT #1	WYW #0102939		21	27N	113W	05/10/1960		
	90148	HOGSBACK #34-29	WYW 0102960		29,30	27N	113W	05/16/1960		
	90145	TIP TOP #76-28	WYW 0102941		28	28N	113W	05/11/1960		
	90169	CHIMNEY BUTTE #11	WYW 0102942		34	28N	113W	05/11/1960		
	P&A	B 48	WYW 0102943					05/11/1960		
	90149	B 51	WYW 0102944		14	29N	113W	05/11/1960		
	90168	HOGSBACK #86-12	WYW 0102945		12	27N	114W	05/11/1960		
:1/B	NA	LATERAL N-3 LOOP	WYW 0105226		31	29N	112W	05/18/1950		
:1/A	NA	LATERAL N-3 LOOP	WYW 0105226		34,35,36	29N	113W	05/18/1950		

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90147	HOGSBACK #33-19	WYW 0105227		19,24,25	27N	113,114W	05/18/1960		
90176	TEXAS LA RANGE #1	WYW 0105228		27	27N	113W	05/18/1960		
90151	HOGSBACK #24-30A	WYW 0105229		30	27N	113W	05/18/1960		
NA	LATERAL A-4	WYW 0105230		MANY	27N	113,114W	05/18/1960		
90178	LA RANGE #2	WYW 0105231		34	27N	113W	06/09/1960		
90108	CHIMNEY BUTTE #5	WYW 0105232		14	28N	113W	05/18/1960		
90531	CHIMNEY BUTTE #9	WYW 0105233	-	26	28N	113W	05/18/1960		
90164	TIP TOP #32-28	WYW 0105234		28	28N	113W	05/18/1960		
NA	LATERAL N-5	WYW 0105235	-	13	29N	112W	05/18/1960		
90109	BELCO B #47	WYW 0105236		35	29N	113W	05/18/1960		
90171	BELCO B #11	WYW 0105237		28	30N	113W	05/10/1960		
NA	LATERAL A-12	WYW 0105238		1	27N	114W	05/18/1960		
P&A	N-8	WYW 0105269	-	30,31	29N	112W	05/18/1960		
NA	LATERAL N-8	WYW 0105271		24,25	29N	113W	05/17/1960		
NA	CPS #1474	WYW 105809	NW	32	20N	114W	05/03/1988		
45047	NWP #2 DELIVERY MTR	WYW 107560	SW	9	26N	111W	05/19/1988		
NA	CPS #1477	WYW 109263	NE	4	24N	111W	07/27/1988		
91213	ENRON-WEST STEAD CYN #12-9	WYW 109302	NW,SW	9	26N	112W	10/27/1988		
91210	ENRON-FIGURE FOUR FED #10-15	WYW 109303	NE	15	27N	112W	10/27/1988		
91209	ENRON FIGURE FOUR FED #6-31	WYW 109307	NE,NW,SW	31	28N	111W	10/27/1988		
90017	BELCO #18	WYW 0111714		2	29N	113W	06/30/1960		
90126	TIP TOP 44-25	WYW 0111715	-	25	28N	114W	08/03/1960		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
P&A	E-9	WYW 0111716		18	29N	112W	07/01/1960		
90165	HOGSBACK #25-32	WYW 0111717		32	27N	113W	07/01/1960		
90155	TIP TOP #43-32	WYW 0111746		32	28N	113W	07/01/1960		
90141	TIP TOP #67-12	WYW 0111747		12	28N	114W	07/01/1060		
90185	EAST LABARGE 5-6-12	WYW 0111749	NE,NW,SW	28	27N	112W	07/01/1960		
NA	LAT N-3 EXTENSION	WYW 0111750	NW	31	29N	112W	07/01/1960		
	C-25	WYW 0111751	SW	14	28N	113W	07/01/1960		
90003	BELCO #2	WYW 0111770		23,26	29N	113W	07/01/1060		
NA	LATERAL N-1	WYW 0111771		31	29N	112W	07/01/1960		
NA	LATERAL T-1	WYW 0111779		11,13,14	28N	114W	07/13/1960		
90179	BELCO B-57	WYW 0111831		23	29N	113W	07/14/1960		
90143	HOGSBACK #33-7	WYW 0111848		7	27N	113W	08/29/1960		
90157	TIP TOP #77-11	WYW 0111849		11	28N	114W	07/14/1960		
90127	TIP TOP #57-13	WYW 0111850		13	28N	114W	07/14/1960		
90175	C #31	WYW 0111853		25	28N	113W	08/12/1960		
90186	EAST LA BARGE #7	WYW 0111854		29	27N	112W	12/20/1960		
90833	M B FED 32-26	WYW 114245		22,27,26	25N	110W	02/26/1981		
90909	LINCOLN ROAD 8	WYW 114248		34,35	25N	111W	11/02/1981		
90830	MARATHON-LINCOLN RD 10	WYW 114249	NE,NW	20	24N	111W	02/10/1981		
90837	ENERGETICS - FED 44-9	WYW 114250		9,16	25N	110W	05/01/1981		
90835	ENERGETICS - FED 41-21	WYW 114251		21,16	25N	110W	02/26/1981		
91366	LA BARGE UNIT #9 WELL LINE	WYW 115996	NE	28	27N	113W	10/23/1990		

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91367	LABARGE UNIT #10	WYW 115997	SW	27	27N	113W	11/26/1990		
91370	LA BARGE UNIT #14 WELL LINE	WYW 115998	SW	27	27N	113W	10/23/1990		
91368	LA BARGE UNIT #11	WYW 115999	SW	27,34	27N	113W	11/26/1990		
91363	MINTON #7-A	WYW 116003		21	27N	113W	10/23/1990		
91371	LA BARGE UNIT #15 WELL LINE	WYW 116004	NE	34	27N	113W	10/23/1990		
91369	LA BARGE UNIT #13	WYW 116005		33,34	27N	113W	10/23/1990		
91372	LA BARGE UNIT #17 WELL LINE	WYW 116006	SE	34	27N	113W	10/23/1990		
91404	TEXACO LABARGE #12	WYW 116022	SW	34	27N	113W	12/19/1990		
91405	LA BARGE #18	WYW 116023		22,27,28	27N	113W	12/17/1990		
NA	LATERAL N-3	WYW 0116616	NW	31	29N	112W	08/03/1960		
91283	J A MINTON A-6	WYW 116842		21,28	27N	113W	11/06/1989		
91284	J A MINTON B-2	WYW 116843	NE	28	27N	113W	11/07/1989		
91282	LA BARGE UNIT 8	WYW 116843		21,28	27N	113W	11/07/1989		
NA/B	LATERAL A-34	WYW 116867		15,16	27	112W	08/17/1990		
NA/A	LATERAL A-34	WYW 116867		MANY	27	111W,112W	08/17/1990		
91359	BIRD CANYON FED 10-1	WYW 116868	NW	1	27N	112W	06/25/1990		
91337	TIP TOP 18-27	WYW 116872		27,34	28N	113W	08/24/1990		
91365,91364	MOBIL HOGSBACK 55-20	WYW 116873	SE	20	27N	113W	10/15/1990		
91374	MOBIL HOGSBACK82-18SURFACE LIN	WYW 116874	NE	18	27N	113W	10/10/1990		
91338	MOBIL HOGSBACK 41-20	WYW 116875	NW	20	27N	113W	10/23/1990		
91280	BIRD CANYON FEDERAL 20-6	WYW 118211	NE	6	27N	111W	01/19/1990		
NA	LATERAL A-17 LOOP	WYW 118275	LT 5(SE)	7	26N	112W	10/30/1990		

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1/A	NA	LATERAL A-17 LOOP	WYW 118275	NE	14	25N	113W	10/30/1990		
3G7	NA	LAT A10, A3 X-OVER	WYW 118420	NE	10	19N	112W	11/06/1990		
2	90915	BRUFF FEDERAL #2-26	WYW 118429	NW	26	18N	112W	12/03/1991		
2/C	NA	TRUNK B EXT. #2	WYW 118429	NW	34	18N	112W	06/03/1991		
3G2	91530	CLIFTON FEDERAL 28-2	WYW 118429		28	18N	112W	10/05/1992		
2	90816	CPC UDC #1-23	WYW 118429		22	18N	112W	05/31/1991		
	90705	BRUFF #9	WYW 118429	NW	22	18N	112W	10/16/1990		
1/C	NA	LATERAL B-1 LOOP	WYW 118429	SW,NW	12	18N	112W	06/03/1991		
1/B	NA	LATERAL B-1 LOOP	WYW 118429	SE	10	18N	112W	06/03/1991		
1/A	NA	LATERAL B-1 LOOP	WYW 118429	SW	10	18N	112W	06/03/1991		
2/A	NA	TRUNK B EXT. #1	WYW 118429	NW	22	18N	112W	05/31/1991		
8G4	NA	TRUNK "B"	WYW 118429	W 1/2	10	18N	112W	10/16/1990		
	91467	KOBUS FED UNIT 2	WYW 118429	NW,SW,SE	12	18N	112W	11/18/1991		
2/B	NA	TRUNK B EXT. #2	WYW 118429	NW,SW	22	18N	112W	06/03/1991		
5	90099	TRESHER STATE #5	WYW 0118985		36	25N	113W	09/13/1960		
81	90199	B #62 CROSSOVER	WYW 0118985		14,23	25N	113W	09/13/1960		
	90707	BRUFF #7	WYW 119520	NW	20	18N	112W	08/30/1991		
1/A	NA	LATERAL B-3	WYW 119520	SW	10	18N	112W	04/08/1991		
1/B	NA	LATERAL B-3	WYW 119520	NW	20	18N	112W	04/08/1991		
5G1/G	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	NE,SE	34	20N	112W	11/19/1990		
5G1/M	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	SW	24	21N	113W	11/19/1990		
5	91544	FEDERAL 1-26-B	WYW 119917		26	20N	112W	07/21/1992		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91522	SEVEN MILE GULCH #20	WYW 119917	SW	22	20N	112W	12/03/1991		
L	91616	BRUFF 28S D-3	WYW 119917		26	20N	112W	07/21/1992		
L/N	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	SE	24	21N	114W	11/19/1990		
L/E	NA	20" MOXA TO OPAL PIPELINE	WYW 119917		22	20N	112W	11/19/1990		
L/D	NA	20" MOXA TO OPAL PIPELINE	WYW 119917		16	20N	112W	11/19/1990		
L/F	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	SW	26	20N	112W	11/19/1990		
	91067	STRANGE #1-22	WYW 119917	NE,SE	22	20N	112W	10/25/1991		
	91522	SEVEN MILE GULCH #20	WYW 119917	SE	22	20N	112W	12/03/1991		
/H	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	SW	28	21N	112W	11/19/1990		
/J	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	SW	34	21N	112W	11/19/1990		
/B	NA	20" MOXA TO OPAL PIPELINE	WYW 119917		6	20N	112W	11/19/1990		
/C	NA	20" MOXA TO OPAL PIPELINE	WYW 119917		8	20N	112W	11/19/1990		
/K	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	NE,NW	20	21N	113W	11/19/1990		
/O	NA	20" MOXA TO OPAL PIPELINE	WYW 119917		25,26	21N	114W	11/19/1990		
/I	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	NW,NE	30	21N	112W	11/19/1990		
/A	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	NW	2	19N	112W	11/19/1990		
/L	NA	20" MOXA TO OPAL PIPELINE	WYW 119917	NW/NE	22	21N	113W	11/19/1990		
	90787	CHRISTMAN FED #1-26	WYW 119917	SW	26	20N	112W	05/01/1992		
	90774	WILSON RANCH #15	WYW 119921	SWNW,NSW	32	20N	112W	05/01/1992		
	91526	WILSON RANCH 31	WYW 119921		32	20N	112W	06/02/1992		
	91357	WILSON RANCH UNIT #23	WYW 119921	NW,NW	8	19N	112W	12/12/1990		
/C	NA	LAT A-12 EXTENSION	WYW 119921	SW	24	20N	113W	12/11/1990		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/B	NA	LAT A-12 EXTENSION	WYW 119921	NW,SW	14	20N	113W	12/11/1990		
/D	NA	LAT A-12 EXTENSION	WYW 119921	NE,NE	36	20N	113W	12/11/1990		
2	91457	ZIEGLERS WASH #1-30	WYW 119921	SE	30	20N	112W	12/04/1991		
	91504	CHURCH BUTTES BUFFER #2-7	WYW 119932	SE	6	17N	112W	12/04/1991		
	90952	CHAMPLIN 358 G-1	WYW 119932	SW	32	18N	112W	05/06/1991		
	90671	CLIFTON FEDERAL 28-1	WYW 119932	NW	28	18N	112W	05/08/1991		
	NA	LATERAL B-8	WYW 119932		MANY	18N	112W	04/08/1991		
	91407	CHURCH BUTTES #2-17	WYW 119932		6,8	17N	112W	06/05/1991		
	91505	CHURCH BUTTES BUFFER #1-7	WYW 119932	SW	8	17N	112W	12/04/1991		
	91369	PANDO FED 32-2	WYW 119932		32	18N	112W	10/28/1992		
	91542	CHURCH BUTTE 1-19	WYW 119932		18	27N	112W	09/12/1992		
	90846	PANDO FEDERAL #1-32	WYW 119932	NW	32	18N	112W	04/08/1991		
	91483	WILSON RANCH 29	WYW 119947	SW,SW,NW	20	19N	112W	11/15/1991		
	91422	HAWTHORNE-FEDERAL 21-19	WYW 120117	NW	19	29N	112W	09/03/1991		
	NA	MOBIL-TIP TOP 72-18	WYW 120118	NE	18	20N	113W	08/01/1991		
	NA	MOBIL-BOGSBACK T72X-25G	WYW 120119	NE	25	27N	114W	08/28/1991		
	NA	MOBIL-TIP TOP 36-20	WYW 120123	SW	20	28N	113W	08/28/1991		
/C	NA	TRUNK A LOOP SEG 3	WYW 120130		5	27N	113W	10/21/1991		
/B	NA	TRUNK A LOOP SEG 2 & 3	WYW 120130		MANY	28N	113W	10/21/1991		
/A	NA	TRUNK A LOOP SEG 1	WYW 120131		MANY	26N	113W	10/21/1991		
	90122	BOGSBACK #77-6	WYW 0121033		6	26N	113W	09/22/1960		
	90211	CHIMNEY BUTTE #16	WYW 0121071		1	27N	113W	10/07/1960		

JM 12/16/92

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91653	FONTENELLE RES 3-22	WYW 124224		22	25N	112W	07/29/1992		
	91494	FONTENELLE RES. 1-22	WYW 124224		22	25N	112W	04/02/1992		
	91661	FONTENELLE RES 2-22	WYW 124224		22	25N	112W	07/29/1992		
	NA	CPS 619 & ADDTIONAL BRD	WYW 124255	NW	23	29N	113W	09/11/1992		
	NA	TRUNK T LOOP 2 EXT	WYW 124260		MANY	28N	113W,114W	10/19/1992		
	NA	LATERAL T-3 LOOP	WYW 124262		6,7	28N	113W	10/19/1992		
	NA	LATERAL A-3 EXT	WYW 0125265		6	26N	113W	10/25/1960		
	NA	LATERAL A-13	WYW 0125282		1,35	28N,27N	113W	11/08/1960		
	90205	MCDONALD DRAW #1 & CB #12	WYW 0125313		19	28N	112,113W	01/23/1961		
	NA	LATERAL A-18	WYW 0125315	SE,SW	8	27N	112W	12/29/1960		
	90188	E LABARGE #10	WYW 0125317		4	26N	112W	03/15/1961		
	NA	LATERAL A-13 EXT	WYW 0125320		1,12	27N	113W	03/15/1961		
	90212	GRBU #7	WYW 0125321		6,1	27N	112,113W	03/15/1961		
	90228	FIGURE FOUR CANYON #2	WYW 0125322		15,10	27N	112W	03/15/1961		
/B	NA	LATERAL A-17	WYW 0125323	LOT 5	7	27N	112W	03/31/1961		
/A	NA	LATERAL A-17	WYW 0125323	NE	14	26N	113W	03/23/1961		
	90191	CONNELLY #A-1C-33	WYW 0125325		33	27N	113W	03/15/1961		
	NA	LATERAL A-15	WYW 0125326		MANY	27N	112W	04/13/1961		
	90223	BBG #39	WYW 0125327		4	26N	113W	04/12/1961		
	90204	GRBU #3	WYW 0125328		31	27N	112W	03/23/1961		
	90203	GRBU #1	WYW 0125330		19	27N	112W	03/23/1961		
	90207	BELFER BBG #37	WYW 0125331		33	26,27N	113W	03/15/1961		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	ISSY DATE	RECORDED BOOK	RECORDED PAGE
~~90209~~	~~S LABARGE #9~~	~~WYW 0125338~~		~~8~~	~~26N~~	~~112W~~	~~03/15/1961~~ PRIVATE		
90208	BELCO #42	WYW 0125335		4	26N	113W	03/15/1961		
90192	CONNELLY #A-1C-32	WYW 0125337		29,32	27N	113W	12/16/1960		
90202	FIGURE FOUR CANYON #1	WYW 125339		15	27N	112W	03/15/1961		
~~90223~~	~~BELPOR ENG #45~~ RELINQUISHED	~~WYW 0125340~~		~~4~~	~~26N~~	~~113W~~	~~04/12/1961~~		
NA	LATERAL A-14	WYW 0125341		5,4,3	26N	112W	05/05/1961		
90206	BELCO #34	WYW 0125344		4	26N	113W	02/01/1961		
	BRUFF FEDERAL 3-A	WYW 125677		18	18N	112W	10/02/1992		
90097	HOGSBACK #77-31	WYW 0128026		32,31	27N	113W	12/01/1960		
90097	HOGSBACK #77-31	WYW 0128026		33	27N	113W	12/01/1960		
90028	B #45, B #31	WYW 0128031		2	29N	113W	12/01/1960		
90161	BELCO E #22	WYW 0128101		31	29N	112W	12/16/1960		
NA	CPS #533	WYW 0131539	SE	17	13N	108W	01/17/1961		
90198	BELCO B #63	WYW 0131603		26	29N	113W	01/09/1961		
NA	ACCESS ROAD	WYW 0131607	SE	31	27N	112W	08/18/1960		
NA	ACCESS ROAD	WYW 0131607	SE	31	27N	112W	08/18/1961		
NA	ACCESS ROAD	WYW 0131607	NW	5	26N	112W	08/18/1961		
90199	BELCO B #62	WYW 0131615		14	29N	113W	01/24/1961		
NA	B-48 TO M-7	WYW 0133897		1	29N	113W	01/24/1961		
NA	B-48 CROSSOVER LAT M-7	WYW 0133897		1	29N	113W	01/24/1961		
90220	BELCO ENG #51	WYW 0133966		4	27N	113W	02/10/1961		
90219	BELCO S #12	WYW 0136207		28,27	30N	113W	04/12/1961		

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90221	BELCO BHG #49	WYW 0136254		33	28N	113W	03/03/1961		
2	NA	LATERAL A-7	WYW 0136311		32,33	28N	113W	03/24/1961		
	NA	X-OVER LAT N-10 TO N-2	WYW 0142192		24,25	29N	113W	05/04/1961		
	90229	GRBU #15	WYW 0146111		7	27N	112W	05/11/1961		
	NA	LATERAL A-13 2ND EXT.	WYW 0146112		7,12	27N	112W,113W	05/11/1961		
	P&A	GULF 3	WYW 0146237		36	29N	113W	06/08/1961		
	P&A	C-24	WYW 0146238		36,2	28N,29N	113W	06/08/1961		
1	NA	LATERAL A-16	WYW 0146268		29,32	27N	112W	06/08/1961		
	90232	GRBU #14	WYW 0150185		20	27N	112W	08/10/1961		
	90234,90271	GRBU #23	WYW 0150250		2	26N	113W	06/23/1961		
	90233	GRBU #17	WYW 0150259		11	26N	113W	07/13/1961		
	90283	GRBU #22	WYW 0153816		27	27N	113W	07/12/1961		
	90235	BHG 2 TANK BATTERY	WYW 0157190		32	28N	113W	08/09/1961		
	90268	GRBU #19	WYW 0157204		35,2	26N,27N	113W	08/18/1961		
	NA	LATERAL N-17	WYW 0157220		15,22	28N	113W	08/11/1961		
	~~90336~~	~~GRBU #34~~ RELINQUISHED	~~WYW 0157852~~		~~3,2~~	~~26N~~	~~113W~~	~~10/05/1961~~		
	90310	GRBU (25-45)	WYW 0157454		2	26N	113W	09/25/1961		
	90292	GRBU #21	WYW 0157455		34	27N	113W	09/07/1961		
	NA	CPS #583	WYW 0161200	NW	28	17N	110W	11/01/1961		
	90248	HOGSBACK #86-25	WYW 0165782		25	27N	114W	10/30/1961		
	NA	LATERAL A-18	WYW 0165783		MANY	27N	113W, 114W	11/01/1961		
	90247	HOGSBACK #13-31	WYW 0165784		31	27N	113W	10/30/1961		

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90237	BRG #70	WYW 0165785		28	28N	113W	10/30/1961		
90241	GRBU #28	WYW 0165791	_	18	27N	112W	11/09/1961		
90250	B #69	WYW 0165803	_	3	29N	113W	11/01/1961		
90253	BRG #82	WYW 0170115		28	28N	113W	11/15/1961		
90051	SALATHE #1	WYW 0170157	_	14	29N	113W	11/20/1961		
90240	GRBU #30	WYW 0170157		14,15	26N	113W	11/20/1961		
90254	B #68	WYW 0170185	_	14	29N	113W	11/20/1961		
60260	HOGSBACK #77-24	WYW 0170332	-	19,24	27N	113,114W	12/12/1961		
90263	EAST LABARGE NO 17 #1	WYW 0175605		28,33	27N	112W	12/15/1971		
90256	BRG #81	WYW 0175606	SE	8	27N	113W	12/15/1961		
NA	PIPELINE TO AMOCO MTR STATION	WYW 0175612	SE	26	29N	113W	12/15/1961		
90367	LONG ISLAND #3	WYW 0175624	SE	24	29N	112W	02/08/1962		
90261	EAST LABARGE NO. 15	WYW 0175625		28	27N	112W	09/04/1962		
90368	LONG ISLAND #4	WYW 0175626	SE	23	29N	112W	02/08/1962		
NA	LATERAL N-18	WYW 0175627	-	23,24	29N	112W	09/04/1962		
NA	LATERAL N-3 LOOP EXT. 2	WYW 0175628							
90299	STAR CORRAL #2	WYW 0175651	-	9,16	30N	113W	09/04/1961		
90264	CHIMNEY BUTTE #6	WYW 0175664	_	30	28N	112W	09/04/1962		
90266	GRBU #44	WYW 0175683	_	2	26N	113W	02/19/1962		
90299	STAR CORAL #1	WYW 0175684	NE	16	30N	113W	02/08/1962		
90257	BELCO-GRB #29	WYW 0175685	NW	30	27N	112W	09/04/1962		
NA	TRUNK N EXT	WYW 0179881		16,21	30N	113W	09/20/1962		

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90267	HOGSBACK #76-1	WYW 0179886	SE	1	27N	114W	02/19/1962		
NA	LATERAL N-3 LOOP EXT #1	WYW 0179904		31,32,33	29N	112W	09/04/1962		
90291	LABARGE #3	WYW 0179937	NW,SW	27	27N	113W	09/04/1962		
90277	TIP TOP #22-19	WYW 0179940	_	19	28N	113W	02/23/1962		
90314	BHG #83	WYW 0195906		4,9	26N	113W	08/30/1962		
90239	GRBU #27	WYW 0195907		14	26N	113W	04/30/1962		
~~90281~~	~~TIP TOP #52-1~~ RELINQUISHED	~~WYW 0195908~~		~~MANY~~	~~28N,29N~~	~~113,114W~~	~~08/30/1962~~		
90280	GRBU #33	WYW 0200614		6,7	27N	112W	08/30/1962		
90281	TIP TOP 52-1G	WYW 0200681		1,2	28N	114W	08/30/1962		
90289	GRBU #43	WYW 0200682		11	26N	113W	08/30/1962		
NA	WEST OIL PUCHASE MTR STATION	WYW 0205950	SW	9	27N	113W	08/30/1962		
90308	GRBU #37	WYW-~~0000920~~ 0229828	_	20	27N	112W	12/10/1962		
NA	CPS #607	WYW 0220529	SE	12	14N	109W	12/10/1962		
90311	LA BARGE #5	WYW 0220530		3	26N	113W	10/15/1962		
90298	GOAT HILL UNIT #3	WYW 0220531	_	32	31N	113W	10/15/1962		
NA	TRUNK N EXT	WYW 0220532		MANY	30N,31N	113W	11/13/1962		
90300	GOAT HILL UNIT #5	WYW 0220533		32	21N	113W	10/15/1962		
NA	LATERAL A-19	WYW 0225845		6,31	26N,27N	113W	12/10/1962		
90312	GRBU #47	WYW 0225859	_	2	26N	113W	12/10/1962		
90288	MOBIL 36-6	WYW 0225860		6,7	28N	113W	11/13/1962		
NA	ACCESS ROAD	WYW 0225861	SW	9	27N	113W	12/10/1962		
90286	GRBU #35	WYW 0225862	_	7	27N	112W	11/20/1962		

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90285	GRBU #36	WYW 0225863		18	27N	113W	12/10/1962		
~~NA~~	~~LATERAL B-2~~ RELINQUISHED	~~WYW 0225873~~		~~MANY~~	~~28N,29N~~	~~114W~~	~~11/13/1962~~		
NA	LATERAL A-1 LOOP	WYW 0225874		MANY	26N,27N	112W,113W	12/10/1962		
NA	CPS #606 & ANODE BED ADDITION	WYW 0225875		9,10	12N	108W	12/06/1962		
90296	TIP TOP #12-7	WYW 0225891		7	28N	113W	11/13/1962		
~~90310~~	~~GRBU #29-A #62~~ RELINQUISHED	~~WYW 0225892~~		11	26N	113W	12/10/1962		
90307	CHIMNEY BUTTE #17	WYW 0225893		35	28N	113W	12/10/1962		
90297	TIP TOP #83-2	WYW 0225894	_	2	28N	114W	12/10/1962		
90297	MOBIL 83-2	WYW 0225894		1,2	28N	114W	12/06/1962		
90305	BELCO C #57	WYW 0231762		25	28N	113W	12/06/1962		
NA	LATERAL N-19	WYW 0231810		23,24,25	28N	113W	12/06/1962		
NA	CPS #610	WYW 0231878	NE	30	16N	109W	12/17/1962		
90295	HOGSBACK #87-13	WYW 0231879		13	27N	114W	12/06/0196		
90319	GOV'T MINTON B #1	WYW 0240611	_	21	27N	113W	02/11/1963		
P&A	MOBIL 66-26	WYW 0248271	-	26	28N	114W	04/02/1963		
P&A	MOBIL 66-26	WYW 0248271	-	24,25,26	28N	114W	04/02/1963		
NA	CPS #619 ADDITIONAL WELL	WYW 0256478	NW	23	29N	113W	06/18/1963		
NA	CPS #621	WYW 0256575	SE	29	27N	113W	06/06/1963		
NA	CPS #618	WYW 0256576	SE	35	29N	113W	06/06/1963		
NA	CPS #617	WYW 0256577	NE	23	28N	113W	06/06/1963		
90330	TIP TOP 47-31	WYW 0262207	SE	31	29N	113W	06/24/1963		
90326	GRBU #24	WYW 0262280		2	26N	113W	06/24/1963		

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	90329	MOBIL 44-29	WYW 0262351		29	28N	113W	10/11/1963		
	90332	TIP TOP #80-23	WYW 0271299		25,26,23	28N	114W	10/22/1963		
	90335	TIP TOP 71-11	WYW 0275266		11,12	28N	114W	09/26/1963		
	90422	HOGSBACK #5IX-5	WYW 0275269	-	5	26N	113W	09/26/1963		
	90331	HOGSBACK #77X-7-1	WYW 0275299	-	7	27N	113W	09/26/1963		
	90333	TIP TOP 37-30	WYW 0275300		30,31	29N	113W	09/26/1963		
	90348	TIP TOP 31-18	WYW 0280492		7,18	28N	113W	11/08/1963		
	NA	LATERAL N-20	WYW 0285738			28N	112W-113W	12/11/1963		
	-	BELCO MCDONALD DRAW #23	WYW 0285739	SW,NW	29	28N	112W	12/11/1963		
	90342	BELCO C-64-33	WYW 0285740	SE,NE	33	28N	113W	11/26/1963		
	90345	BELCO BNG-89	WYW 0285741		4,33	27N,28N	113W	12/11/1963		
	90344	BELCO C-63	WYW 0285742J		33,34	28N	113W	12/11/1963		
	-	BELCO-MCDONALD DRAW #17	WYW 0285744	SW,SE	29	28N	112W	12/11/1963		
	01831	BELCO-MCDONALD DRAW TNK BAT.#1	WYW 0285745	SW	29	28N	112W	12/11/1963		
	-	BELCO C-58	WYW 0285758	NW	25	28N	113W	12/12/1963		
	NA	MCDONALD DRAW 29-31	WYW 0285761	-	30,31	28N	112W	12/12/1963		
		C-66-28	WYW 0289778	-	28	28N	113W	01/14/1964		
	90341	BELCO GRB #39A-31	WYW 0289780	NE,NW	31	27N	112W	02/13/1964		
	90353	TIP TOP 70-21	WYW 0309690		21,28	28N	113W	06/11/1964		
/A	90353	TIP TOP #70-21	WYW 0309690		28,21	28N	113W	06/11/1964		
/B	90353	TIP TOP #70-21	WYW 0309690	-	28,21	28N	113W	06/11/1964		
	90351	MOBIL TIP TOP #61-6	WYW 0310194	SW,NW,NE	6	28N	113W	07/02/1964		

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LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90355	NORTH LABARGE #19-9	WYW 0310262	_	9	27N	113W	07/23/1964		
	90355	BELCO LABARGE #19-9	WYW 0310262	ALL	9	27N	113W	07/23/1964		
G1	90371	TEXACO LABARGE #6	WYW 0310700	SW	3	26N	113W	07/23/1964		
	90354	BELCO EAST LABARGE #R-9-29	WYW 0310701		29	27N	112W	07/23/1964		
	90218	BELCO GRB #4	WYW 0310747		13	26N	113W	07/23/1964		
	90360	MOBIL TIP TOP #73-30	WYW 0310829	SW	30	29N	113W	09/01/1964		
	90358	BELCO C-58-34	WYW 0310830	SW	34	28N	113W	09/01/1964		
	90356	NORTH LABARGE #20-8	WYW 0310831	SE,NW,NE	8	27N	113W	09/01/1964		
	90361	MOBIL TIP TOP #57-19	WYW 0311141		20,19	28N	113W	09/01/1964		
		C-41	WYW 0311203	-	3	28N	113W	08/25/1964		
	90357	BELCO NORTH LABARGE #21-4	WYW 0311308	SW	4	27N	113W	09/18/1964		
31/B	90362	BELCO GRB #34-6	WYW 0311742	SE,SW	31	27N	112W	10/20/1964		
	NA	X OVER BELCO BHG #15 TO BHG #29	WYW 0312352	SE	32	28N	113W	11/03/1964		
	NA	2" LINE FROM 30" DRIP	WYW 0312500		22	21N	114W	12/09/1964		
	90366	DRY PINEY 1-27	WYW 0312961		26,27	28N	114W	12/07/1964		
	NA	X-OVER LAT N-3 TO LAT N-3 LOOP	WYW 0313637	NE	31	29N	112W	12/28/1964		
	90370	B #36	WYW 0313638	_	25	29N	113W	12/28/1965		
	90531	CHIMNEY BUTTE #9	WYW 317373	_	26	28N	113W	06/16/1965		
	NA	CPS #726	WYW 0317531	NE	36	23N	114W	06/14/1965		
	90380	SOUTH HOGSBACK #1-8	WYW 0319651		8,9	26N	113W	10/22/1965		
	90391	BELCO S #14-21	WYW 0319652		22,21	30N	113W	09/22/1965		
	90392	BELCO 38-9	WYW 0321482		8,9	27N	113W	12/27/1965		

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RECEIVED	FACILITY	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	BOOK	PAGE
		RADEMENT NO.					RECORDED	
2 90396	TIP TOP #35-20	WYW 0323984	20	28N	113W	04/21/1966		
5 NA	CPS 779	WYW 0324772	1	28N	114W	05/11/1966		
3 NA	CPS 778	WYW 0324773	31	27N	112W	06/14/1966		
2 90395	NORTH LA BARGE #22-17	WYW 0325197	17	27N	113W	05/27/1966		
13 90052	MARSHALL #2	WYW 0326892	34	30N	113W	10/29/1956		
13 90367	LONG ISLAND UNIT #3	WYW 1073624	24	29N	112W	12/08/1962		
14 90368	LONG ISLAND UNIT #4	WYW 1073626	23	29N	112W	12/08/1962		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	LAT A-9	W102152	SE	32	16N	119W	07/31/1987	-	-
NA	AMOCO NGL/NRU EAST PAINTER MS	W102152	SE	32	16N	119W	07/31/1987	-	-
91200	PINEDALE #7 M/S	WYW81191	-	15	30N	108W	02/20/1991	-	-
91202	TIP TOP T54-2G	W89586	NE	2	28N	114W	06/03/1988	-	-
NA	CPS #1474	W105809	NW	32	20N	114W	05/03/1988	-	-
45047	MWF #2 DELIVERY MTR	W107560	SW	9	26N	111W	05/19/1988	-	-
NA	CPS #1477	W109263	NE	4	24N	111W	07/27/1988	-	-
91209	ENRON FIGURE FOUR FED #6-31	W109307	NE,NW,SW	31	28N	111W	10/27/1988	-	-
91212	ENRON-NO. CHIMNEY BUTTE #1-23	W91085	NW	23	28N	113W	10/27/1988	-	-
91213	ENRON-WEST STEAD CYN #12-9	W109302	NW,SW	9	26N	112W	10/27/1988	-	-
91210	ENRON-FIGURE FOUR FED #10-15	W109303	NE	15	27N	112W	10/27/1988	-	-
91224,91225	TIP TOP T 18-12G	WYW91104		12,13,14	28N	114W	06/19/1989	-	-
91226	TIP TOP T 77-2 G	WYW91105		2,11	28N	114W	06/07/1989	-	-
91227	TIP TOP T83-11G	WYW91106	E 1/2	11	28N	114W	06/19/1989	-	-
NA	LABARGE COMPRESSOR STATION	WYW91117	SW	14	26N	113W	07/20/1989	-	-
'B NA	TRUNK N LOOP	WYW91151	NW	14	29N	113W	09/25/1989	-	-
'A NA	TRUNK N LOOP	WYW91151	SE	3	29N	113W	09/25/1989	-	-
NA	CPS 1489	WYW91122	NE,NW	8	28N	113W	07/20/1989	-	-
NA	CPS 1491	WYW91120	NW	31	29N	112W	07/20/1989	-	-
NA	CPS 1490	WYW91124	SW	33	29N	113W	07/20/1989	-	-
91267	HOGSBACK 44-31	WYW91135	N1/2	31	27N	113W	08/09/1989	-	-
91254,91255	HOGSBACK 68-31	WYW91150	SE	31	27N	113W	09/25/1989	-	-

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O	NA	20" MOKA TO OPAL PIPELINE	WYW11991?		25,26	21N	114W	11/19/1990		
B	NA	20" MOKA TO OPAL PIPELINE	WYW11991?		6	20N	112W	11/19/1990		
D	NA	20" MOKA TO OPAL PIPELINE	WYW11991?		16	20N	112W	11/19/1990		
A	NA	20" MOKA TO OPAL PIPELINE	WYW11991?	NW	2	19N	112W	11/19/1990		
	90773	WHISKEY BUTTES #39 RECONNECT	WYW77059	NE	36	21N	112W	07/25/1991		
E	NA	LATERAL A-19	WYW77059&A	NW,SW	24	21N	112W	08/24/1990		
D	NA	LATERAL A-19	WYW77059&A	NE,SE	14	21N	112W	08/24/1990		
C	NA	WHISKEY BUTTES CROSSOVER	WYW77059&A	NW	12	21N	112W	08/24/1990		
F	NA	WHISKEY BUTTES CROSSOVER	WYW77059&A		36	21N	112W	08/24/1990		
B	NA	WHISKEY BUTTES CROSSOVER	WYW77059&A	SE	30	21N	111W	08/24/1990		
A	NA	WHISKEY BUTTES CROSSOVER	WYW77059&A	SW	30	21N	111W	08/24/1990		
	91323	FED 2-6	WYW65012	SE	6	18N	111W	07/11/1990		
	NA	LAT A10, A3 X-OVER	WYW11642O	NE	10	19N	112W	11/06/1990		
	90681	6" LOOPLINE CHAMPLIN 205 RECOM	WYW6793&6	SWSW	36	20N	112W	05/24/1990		
	91280	BIRD CANYON FEDERAL 20-6	WYW11821I	NE	6	27N	111W	01/19/1990		
	NA	LATERAL A-17	WYW6184SC	NW	2	19N	112W	12/14/1989		
	91284	J A MINTON B-2	WYW11684I	NE	28	27N	113W	11/07/1989		
	91283	J A MINTON A-6	WYW11684?		21,28	27N	113W	11/06/1989		
	91282	LA BARGE UNIT B	WYW11684I		21,28	27N	113W	11/07/1989		
	91270	AMOCO-CHAMPLIN 205-A-2	WYW3846SB	NE	26	20N	112W	12/14/1989		
	NA	TRUCK "B"	WYW11842?	W1/2	10	18N	112W	10/16/1990		
	91316	AMOCO-CHAMPLIN 205 D-2	WYW6793&A	SE	26	20N	112W	02/28/1990		

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MAINE #	FACILITY	ASSIGNMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/C	NA	20" MOXA TO OPAL PIPELINE	WYW119917		8	20N	112W	11/19/1990	_	_
/G	NA	20" MOXA TO OPAL PIPELINE	WYW119917	NE,SE	34	20N	112W	11/19/1990	_	_
/F	NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	26	20N	112W	11/19/1990	_	_
/J	NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	34	21N	112W	11/19/1990	_	_
/N	NA	20" MOXA TO OPAL PIPELINE	WYW119917	SE	24	21N	114W	11/19/1990	_	_
/M	NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	24	21N	113W	11/19/1990	_	_
/K	NA	20" MOXA TO OPAL PIPELINE	WYW119917	NE,NW	20	21N	113W	11/19/1990	_	_
/L	NA	20" MOXA TO OPAL PIPELINE	WYW119917	NW/NE	22	21N	113W	11/19/1990	_	_
/H	NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	28	21N	112W	11/19/1990	_	_
/E	NA	20" MOXA TO OPAL PIPELINE	WYW119917		22	20N	112W	11/19/1990	_	_
/I	NA	20" MOXA TO OPAL PIPELINE	WYW119917	NW,NE	30	21N	112W	11/19/1990	_	_
	91366	LA BARGE UNIT #9 WELL LINE	WYW115996	NE	28	27N	113W	10/23/1990	_	_
	91359	BIRD CANYON FED 10-1	WYW116868	NW	1	27N	112W	06/25/1990	_	_
/A	NA	LATERAL A-34	WYW116867		MANY	27	111W,112W	08/17/1990	_	_
/B	NA	LATERAL A-34	WYW116867		15,16	27	112W	08/17/1990	_	_
	91337	TIP TOP 18-27	WYW116872		27,34	28N	113W	08/24/1990	_	_
	91365,91364	MOBIL HOGSBACK 55-20	WYW116873	SE-	20-	27N	113W	10/15/1990	_	_
	91374	MOBIL HOGSBACK82-18SURFACE LIN	WYW116874	NE	18	27N	113W	10/10/1990	_	_
	91330	MOBIL HOGSBACK 41-20	WYW116875	NW	20	27N	113W	10/23/1990	_	_
B	90665	WHISKEY BUTTES #22	W66848	NE	16	21N	112W	06/20/1980	_	_
C	90665	WHISKEY BUTTES #22	W66848	NW,SW	22	21N	112W	06/20/1980	_	_
D	90665	WHISKEY BUTTES #22	W66848		28	21N	112W	06/20/1980	_	_

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:1/A	90665	WHISKEY BUTTES #22	W66848	SE,SW	10	21N	112W	06/20/1980	-	-
:2	90828	LAMSDALE FED 28-1	WYW70543		28	19N	112W	10/16/1980	-	-
:2/A	90829	GRANGER #1	W71183	ALL	6	19N	111W	09/30/1980	-	-
:2/B	90829	GRANGER #1	W71183	NW	8	19N	111W	09/30/1980	-	-
:1	91267	CHURCH BUTTES #1-25	W80376	ALL	24	18N	112W	08/18/1982	-	-
:1	91219	CPC CHAMPLIN FED NO. 1-6	W80375	SW,NW	1	18N	112W	08/18/1982	-	-
	91368	LA BARGE UNIT #11	WYW115999		27,34	27N	113W	11/26/1990	-	-
	91370	LA BARGE UNIT #14 WELL LINE	WYW115998	SW	27	27N	113W	10/23/1990	-	-
2	91388,91387	CHAMPLIN 149 I-2	WYW66354	SW	28	19N	112W	01/25/1991	-	-
2	91357	WILSON RANCH UNIT #23	WYW119921	NW,NW	8	19N	112W	12/12/1990	-	-
	90730	WILSON RANCH #5	WYW119947	-	20	19N	112W	02/01/1991	-	-
	90888	CLIFTON FED #34-1	WYW118429	-	34	18N	112W	06/03/1991	-	-
	90846	PANDO FEDERAL #1-32	WYW119932	NW-	32-	18N	112W	04/08/1991	-	-
	91363	MINTON #7-A	WYW116003	-	21	27N	113W	10/23/1990	-	-
	91372	LA BARGE UNIT #17 WELL LINE	WYW116006	SE-	34-	27N	113W	10/23/1990	-	-
	91371	LA BARGE UNIT #15 WELL LINE	WYW116004	NE	34-	27N	113W	10/23/1990	-	-
	91369	LA BARGE UNIT #13	WYW116005		33,34	27N	113W	10/23/1990	-	-
	91405	LABARGE #18	WYW116023		22,27,28	27N	113W	12/17/1990	-	-
	91355,91356	SAGEBRUSH FEDERAL 42-26	WYW66349B	NE	26	20N	112W	01/25/1991	-	-
		MESQUITE FEDERAL 10-24	WYW67876		24	20N	112W	04/03/1992	-	-
	91470	WHISKEY BUTTES #61	WYW65468	SW,NW,NE	26	21N	112W	01/08/1992	-	-
/A	NA	LATERAL A-24	WYW65468	NW,NW	26	21N	112W	01/08/1992	-	-

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	FEDERAL 1-26-R	WYW11991?		26	20N	112W	07/21/1992			
	SEQUOYAH FED 30-6	WYW7183		6	19N	111W	07/21/1992			
	CHURCH BUTTE 1-19	WYW19932		18	27N	112W	09/12/1992			
	CLIFTON FEDERAL 28-2	WYW10429		28	18N	112W	10/05/1992			
	TK A PIG ACCESS RD	WYW12273		5	27N	113W	08/17/1992			
	CHURCH BUTTE 3-23	WYW0376		24	18N	112W	08/12/1992			
	BRUFF 285 D-3	WYW11991?		26	20N	112W	07/21/1992			
	BRUFF FEDERAL 3-A	WYW12567?		18	18N	112W	10/02/1992			
	WHISKEY BUTTES 13-4	WYW12140		4	21N	112W	05/01/1992			
	WILSON RANCH 31	WYW11992?		32	20N	112W	06/02/1992			
	BLACKS FORK FED. 26-1	WYW2493		26	18N	113W	05/13/1992			
/C MA	TRUNK A LOOP SEG 3	WYW12013O		5	27N	113W	10/21/1991	-	-	
/B MA	TRUNK A LOOP SEG 2 & 3	WYW12013O		MANY	28N	113W	10/21/1991	-	-	
/A MA	TRUNK A LOOP SEG 1	WYW12013I		MANY	26N	113W	10/21/1991	-	-	
MA	BIRCH CREEK LATERAL	WYW6437S		MANY	27N	113W	10/03/1978	-	-	
	ALTAMONT FEDERAL 2-18	WYW-6469A		18	1SN	112W	06-02-1992			
	COW HOLLOW 15	WYW-7025O		36	22N	112W	07/21/1992	-	-	
91462	SBUTTE CREEK #14	WYW6791G	NW,SW	32	23N	112W	01/24/1992	-	-	
91493	COW HOLLOW #13	WYW6791G	-	S,32	22N,23N	112W	12/04/1991	-	-	
/D MA	LATERAL A-24	WYW6546G	SE	30	21N	111W	01/08/1992	-	-	
/B MA	LATERAL A-24	WYW6546G	SE,SW,NE	26	21N	112W	01/08/1992	-	-	
/C MA	LATERAL A-24	WYW6546G	SW	30	21N	111W	01/08/1992	-	-	

MERGED	FACILITY	ASSIGNMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	PAGE

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
A	COW HOLLOW 3	WYW71214D		4	21N	112W	08/21/1992		
B	COW HOLLOW 3	WYW71214D		32	22N	112W	08/21/1992		
	CHAMPLIN 289 A-1	WYW71214D		32	22N	112W	08/21/1992		
	SHUTE CREEK 6	WYW75548		29,30	23N	112W	07/21/1992		
	FONTENELLE RES. 1-22	WYW124224		22	25N	112W	04/02/1992		
	WEST SWAN 3-25	WYW90852		25	25N	112W	07/21/1992		
	WEST SWAN 1-24	WYW87632		24	25N	112W	07/21/1992		
	WEST SWAN 2-25	WYW90852		25	25N	112W	07/21/1992		
	SHUTE CREEK 16	WYW67916		31,32	23N	112W	09/23/1992		
	COW HOLLOW 19	WYW67916		5,6	22N	112W	09/11/1992		
	CHAMPLIN 122 D-2 G1	WYW64694		12	19N	113W	09/23/1992		
	WILSON RANCH 32	WYW64694		12	19N	113W	08/12/1992		
	WILSON RANCH 12-1	WYW64694		12	19N	113W	10/05/1992		
	CHAMPLIN 288 B-2 G1	WYW63845		10	20N	112W	09/23/1992		
	FONTENELLE RES 2-22	WYW124224		22	25N	112W	07/29/1992		
	FONTENELLE RES 3-22	WYW124224		22	25N	112W	07/29/1992		
	SEVENMILE GULCH 22	WYW63843		16	20N	112W	09/23/1992		
	SHUTE CREEK 19	WYW67916		5	22N	112W	10/05/1992		
	SHUTE CREEK 21	WYW75548		30	23N	112W	10/05/1992		
	SHUTE CREEK 20	WYW75548		20	23N	112W	10/05/1992		
	LITTLE MONUMENT 20-23	WYW69593		23	25N	111W	09/03/1992		
	LITTLE MONUMENT 30-12	WYW82616		12	25N	111W	09/03/1992		

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METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	PAGE
	CIG FEDERAL 2-10	WYW63845		10	20N	112W	10-05-1992		
	FEDERAL 1-12	WYW81153		12	27N	112W	08-20-1992		
	SHUTE CREEK 17	WYW75548		29	23N	112W	10-05-1992		
	LATERAL T-3 LOOP	WYW		6,7	28N	113W	10-19-1992		
	TRUNK T LOOP 2 EXT	WYW124260		MANY	28N	113W,114W	10-19-1992		
NA	LATERAL A-17 LOOP	WYW10275	SE	8	26N	112W	10/30/1990	-	-
NA	LATERAL A-17 LOOP	WYW10275	NE	14	25N	112W	10/30/1990	-	-
NA	LATERAL A-17 LOOP	WYW10275	LT 5(SE)	7	26N	112W	10/30/1990	-	-
90355	BELCO LARAMGE #19-9	WO3102&2	ALL	9	27N	113W	07/23/1964	-	-
91367	LARAMGE UNIT #10	WYW15997	SW	27	27N	113W	11/26/1990	-	-
NA	TRUNK N LOOP EXT. #2	WYW16881		MANY	29N,30N	113W	08/22/1991	-	-
NA	LATERAL B-8	WYW19932		MANY	18N	112W	04/08/1991	-	-
NA	LATERAL B-1 LOOP	WYW18429	SW	10	18N	112W	06/03/1991	-	-
NA	LATERAL B-1 LOOP	WYW18429	SW,NW	12	18N	112W	06/03/1991	-	-
NA	LATERAL B-1 LOOP	WYW18429	SE	10	16N	112W	06/03/1991	-	-
91397,91398	CHAMPLIN 326 D-2	W66149	SWSE	24	20N	112W	09/11/1990	-	-
NA	LATERAL B-3	WYW19520	SW	10	16N	112W	04/08/1991	-	-
NA	LATERAL B-3	WYW19520	NW	20	18N	112W	04/08/1991	-	-
90707	BRUFF #7	WYW19520	NW	20	18N	112W	08/30/1991	-	-
90816	CPC UDC #1-23	WYW18429		22	18N	112W	05/31/1991	-	-
90705	BRUFF #9	WYW16429	NW	22	18N	112W	10/16/1990	-	-
90671	CLIFTON RIDGEAL 28-1	WYW19932	NW	26	18N	112W	05/08/1991	-	-

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LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90952	CHAMPLIN 358 G-1	WYW119932	SW	32	18N	112W	05/06/1991	-	-
NA	BOGSBACK RADIO SITE	W077647	SW	18	27N	113W	09/16/1959	-	-
NA	CS #31	W072175	NW	14	29N	113W	01/23/1959	-	-
NA	CS #32	W072175	NW	14	29N	113W	01/23/1959	-	-
NA	TANK AND DRIP	W072175	SW	35	29N	113W	01/23/1959	-	-
91119	VERNE #1	WYW87841	NE	14	18N	113W	09/17/1991	-	-
NA	LATERAL B-1 EXT #2	WYW65012	SE,NE	6	18N	111W	06/03/1991	-	-
NA	TRUNK B EXT. #1	WYW118429	NW	22	18N	112W	05/31/1991	-	-
NA	TRUNK B EXT. #2	WYW118429	NW	34	18N	112W	06/03/1991	-	-
NA	TRUNK B EXT. #2	WYW118429	NW,SW	22	18N	112W	06/03/1991	-	-
90098	HOGSBACK #88-30	WYW046881		19	27N	113W	07/02/1956	-	-
/A NA	TRUNK N	WYW036192		17,20	28N	113W	10/29/1956	-	-
/B NA	TRUNK N	WYW036192		MANY	28,29N	113W	10/29/1956	-	-
C NA	TRUNK N	WYW036192		MANY	29N	113W	10/29/1956	-	-
D NA	TRUNK N	WYW036192		3	29N	113W	10/29/1956	-	-
E NA	TRUNK N	WYW036192		MANY	29,30N	113W	10/29/1956	-	-
/A NA	TRUNK S	WYW036192		20	28N	113W	10/29/1956	-	-
/B NA	TRUNK S	WYW036192		MANY	28N	113W	10/29/1956	-	-
/M NA	16" BIG PINEY LINE	W035095		2,11,14	26N	113W	10/29/1956	-	-
/D NA	16" BIG PINEY LINE	W035095	NE,SE,SW	22	21N	114W	10/29/1956	-	-
/O NA	16" BIG PINEY LINE	W035095		21,22,27	27N	113W	10/29/1956	-	-
/F NA	16" BIG PINEY LINE	W035095	SE,NE	2	21N	114W	10/29/1956	-	-

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LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/A NA	16" BIG PINEY LINE	WYW035095	SW,SE,NE	14	20N	115W	10/29/1956	-	-
NA	TRUNK "A", PIGGING FACILITY	WYW045038	NE	21	27N	113W	07/03/1957	-	-
/P NA	16" BIG PINEY LINE	WYW035095		5,8,9,16	27N	113W	10/29/1956	-	-
/I NA	16" BIG PINEY LINE	WYW035095	SW,NW,NE	29	23N	113W	10/29/1956	-	-
/Q NA	16" BIG PINEY LINE	WYW035095		29,32	28N	113W	10/29/1956	-	-
/N NA	16" BIG PINEY LINE	WYW035095		2,3	26N	113W	10/29/1956	-	-
/H NA	16" BIG PINEY LINE	WYW035095	SE,NE	36	23N	114W	10/29/1956	-	-
/E NA	16" BIG PINEY LINE	WYW035095	NW,SW	14	21N	114W	10/29/1956	-	-
/B NA	16" BIG PINEY LINE	WYW035095	NW	12	20N	115W	10/29/1956	-	-
/R NA	16" BIG PINEY LINE	WYW035095	SE	20	28N	113W	10/29/1956	-	-
/G NA	16" BIG PINEY LINE	WYW035095			22N-23N	113W-114W	10/29/1956	-	-
/C NA	16" BIG PINEY LINE	WYW035095	SW	22	21N	114W	10/29/1956	-	-
/J NA	16" BIG PINEY LINE	WYW035095			23N-24N	113W	10/29/1956	-	-
/L NA	16" BIG PINEY LINE	WYW035095	NE	35	26N	113W	10/29/1956	-	-
/A NA	LATERAL A-8	WYW036192		28	28N	113W	10/29/1956	-	-
/B NA	LATERAL A-8	WYW036192		22,27	28N	113W	10/29/1956	-	-
/C NA	LATERAL A-8	WYW036192		22,23	28N	113W	10/29/1956	-	-
) NA	LATERAL A-8	WYW036192		23,14	28N	113W	10/29/1956	-	-
90032	BELCO C-1	WYW036192		23	28N	113W	10/29/1956	-	-
90033	C-2	WYW036192		14	28N	113W	10/29/1956	-	-
90036	C-11A	WYW046880		23	28N	113W	05/08/1957	-	-
90083	LATERAL A-10,TIP TOP 88-30	WYW046881		29,30,32	28N	113W	07/02/1957	-	-

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METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90076	TIP TOP 23 X-30	WYW063337		30	28N	113W	09/30/1958	-	-
NA	LATERAL S-1	WYW062892		20	28N	113W	06/09/1958	-	-
90062	BELFER BNG #5-8	WYW03192		20	28N	113W	10/29/1956	-	-
90057	BNG #1, #52	WYW03192		28	28N	113W	10/29/1956	-	-
90060	BNG #4	WYW03192		32	28N	113W	10/29/1956	-	-
90066 PEA	BNG #14	WYW062892		32	28N	113W	06/09/1958	-	-
90073	BELFER BNG #23	WYW062892		32	28N	113W	06/09/1958	-	-
NA	TRUNK T	WYW03192		MANY	28N,29N	113W	10/29/1956	-	-
90096	TIP TOP #73-31	WYW03192		31	29N	113W	10/29/1956	-	-
90077	TIP TOP #36-1G	WYW03192		1	28N	114W	10/29/1956	-	-
90093	TIP TOP #33-12-G	WYW03192		12	28N	114W	10/29/1956	-	-
90123	TIP TOP #01-7G	WYW06337		7	28N	113W	09/30/1958	-	-
90075	TIP TOP #18-20	WYW03192		20	28N	113W	10/29/1956	-	-
'A 90092	LATERAL T-1,TIP TOP 23-13	WYW04503B		18,19	28N	113W	07/03/1957	-	-
'B 90092	LATERAL T-1,TIP TOP 23-13	WYW04503B		13	28N	114W	07/03/1957	-	-
'C 90092	LATERAL T-1,TIP TOP 23-13	WYW04503B		13	28N	114W	07/03/1957	-	-
MA	LATERAL M-6	WYW03619Z		MANY	29N	113W	10/29/1956	-	-
90625	BELCO B #5	WYW03619Z	NEWW	35	29N	113W	10/29/1956	-	-
P&A	B-14	WYW04688O		34	29N	113W	04/08/1957	-	-
90007	BELCO 5A	WYW062892		35	29N	113W	06/09/1958	-	-
90002	B #1A	WYW04688O		22,23	29N	113W	04/08/1957	-	-
90004	B #3	WYW03619Z		23	29N	113W	10/29/1956	-	-

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90003	B #2	WYW036192	_	23	29N	113W	10/29/1956	_	_
	90029	B #11,B #40	WYW036192	_	14	29N	113W	10/29/1956	_	_
	90054	M & M #1	WYW036192	_	14	29N	113W	10/29/1956	_	_
	90051	SLATHER #1	WYW036192	-	14	29N	113W	10/29/1956	-	-
1	90105	B-15	WYW079778		14	29N	113W	04/08/1959	-	-
	90010	B #6	WYW036192		35	29N	113W	10/29/1956	-	-
1/A	NA	LATERAL M-8	WYW062892		26	29N	113W	06/09/1958		
1/B	NA	LATERAL M-8	WYW062892		25,26,30	29N	112,113W	06/09/1958		
	90426	B #4	WYW062892	_	26	29N	113W	10/29/1956	_	_
A	NA	TRUNK M	WYW062892	-	26	29N	113W	06/09/1958	_	_
	P&A	B-13	WYW046880		26	29N	113W	04/08/1957	-	-
	90018	BELCO #22	WYW062892	-	25	29N	113W	06/09/1958	_	_
	90016	LATERAL M-10,B-17	WYW046880		MANY	29N	113W	04/08/1957	-	-
	90103	B-12	WYW046880		23	29N	113W	04/08/1957	-	-
	90024	B #30	WYW062892	_	25	29N	113W	06/09/1958	_	_
	90047	S #6	WYW062892	_	21	30N	113W	06/09/1958	_	_
	90378	BELCO S #13	WYW062892		21,22,28	30N	113W	06/09/1958	_	_
	90052	MARSHALL #2	WYW0366192	-	34	30N	113W	10/29/1956	-	-
	90053	SUPERIOR MARSHALL #1	WYW036192	_	34	30N	113W	10/29/1956	_	_
	P&A	BIG PINEY #1	WYW062892		3	29N	113W	06/09/1958		
	90017	B-18	WYW046880		2,3	29N	113W	04/08/1957	-	-
	NA	LAT. M-14 (B18)	WYW046880	SW	2	29N	113W	05/08/1957	_	_

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90048	LATERAL N-7,S-7	WYW062892		2,35	29N-30N	113W	06/09/1958		
90046	BELCO S-7	WYW062892	-	-	29N-30N	113W	06/09/1958	-	-
90028	B #45,B #31	WYW062892	-	2	29N	113W	06/09/1958	-	-
NA	LATERAL N-4	WYW062892		MANY	28N	113W	06/09/1958	-	-
90030	CHIMNEY BUTTE #1	WYW062892		4,9	28N	113W	06/09/1958	-	-
P&A	BELCO C-15	WYW062892		9	28N	113W	06/09/1958		
90101	BELCO C #14	WYW062892	-	10,11,15	28N	113W	06/09/1958	-	-
90035	BELCO C #8	WYW062892	-	14	28N	113W	06/09/1958	-	-
90039	BELCO C-18	WYW062892	-	14	28N	113W	06/09/1958	-	-
90065	BNG #11	WYW062892		23	28N	113W	06/09/1958		
P&A 90102	BELCO C-13	WYW062892		23,24	28N	133W	06/09/1958		
90040	BELCO C-19	WYW062892	-	23	28N	113W	06/09/1958	-	-
90081	BR TRUNK A-2, HOGSBACK #87-19	WYW045038	-	MANY	27N	113W	07/03/1957	-	-
90120	HOGSBACK 84X-18	WYW045038		17,18	27N	113W	07/03/1957	-	-
90070	BELFER BNG-18	WYW062892	-	17	27N	113W	06/09/1958	-	-
90098	HOGSBACK #88-30	WYW046881	-	19,30	27N	113W	07/02/1957	-	-
90089	BELFER BNG #21	WYW062892	-	20	27N	113W	06/09/1958	-	-
NA	LATERAL A-3	WYW062892		20,29	27N	113W	06/09/1958		
A NA	LATERAL A-3	WYW079778		29,32	27N	113W	04/08/1959	-	-
B NA	LATERAL A-3	WYW079778		33	27N	113W	04/08/1959	-	-
C NA	LATERAL A-3	WYW079778		5,6	26N	113W	04/08/1959	-	-
90121	HOGSBACK #76X-29	WYW063337	-	29	27N	113W	09/30/1958	-	-

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90080	HOGSBACK #77X-7	WYW063337		7,8	27N	113W	09/30/1958		
NA	LATERAL A-11	WYW062892		8	27N	113W	06/09/1958	-	-
90331	HOGSBACK #77X-7-1	WYW063337	-	7	27N	113W	09/30/1958	-	-
90331	HOGSBACK #77X-7-1	WYW062892	-	7	27N	113W	05/09/1958	-	-
90071	BELFER BNG #19	WYW062892	-	8	27N	113W	06/09/1958	-	-
90074	BNG #25	WYW062892		9	27N	113W	06/09/1958		
90074	BELFER BNG #25	WYW062892	-	9	27N	113W	06/09/1958	-	-
90074	BELFER BNG #25	WYW062892	-	9	27N	113W	06/09/1958	-	-
90069	BELFER BNG #17	WYW062892	-	5	27N	113W	06/09/1958	-	-
90095	HOGSBACK 67X-6	WYW063337		5,6	27N	113W	09/30/1958		
NA	LATERAL A-9	WYW063337	-	5,6	27N	113W	09/20/1958	-	-
NA	LATERAL A-9	WYW062892		5	27N	113W	06/09/1958	-	-
90095	HOGSBACK #67X-6	WYW063337	-	6	27N	113W	09/30/1958	-	-
90072	BELFER BNG #22	WYW062892	-	5	27N	113W	06/09/1958	-	-
90094	TIP TOP #33X-5	WYW063337	-	5	27N	113W	09/30/1958	-	-
90090	BELFER BNG #27	WYW062892	-	4,5	27N	113W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	2,3	26N	112W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	31	27N	113W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	31	27N	112W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892		28,29	27N	112W	06/09/1958		
90184	EAST LA BARGE #2A	WYW062892	-	28,33	27N	112W	06/09/1958	-	-
NA	30" BIG PINEY LOOP LINE	W062254	SW,SE,NE	14	20N	115W	05/26/1958	-	-

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
M	NA	30" BIG PINEY LOOP LINE	WO62254	_	2,11,14	26N	113W	05/26/1958	_	_
O	NA	30" BIG PINEY LOOP LINE	WO62254	_	21,22,27	27N	113W	05/26/1958	_	_
G	NA	30" BIG PINEY LOOP LINE	WO62254	_	_	22N-23N	113W-114W	05/26/1958	_	_
P	NA	30" BIG PINEY LOOP LINE	WO62254	_	5,8,9,16	27N	113W	05/26/1958	_	_
Q	NA	30" BIG PINEY LOOP LINE	WO62254	_	29,32	28N	113W	05/26/1958	_	_
C	NA	30" BIG PINEY LOOP LINE	WO62254	SW	22	21N	114W	05/26/1958	_	_
N	NA	30" BIG PINEY LOOP LINE	WO62254	_	2,3	26N	113W	05/26/1958	_	_
E	NA	30" BIG PINEY LOOP LINE	WO62254	NW,SW	14	21N	114W	05/26/1958		
J	NA	30" BIG PINEY LOOP LINE	WO62254	_	_	23N-24N	113W	05/26/1958	_	_
K	NA	30" BIG PINEY LOOP LINE	WO62254	_	_	24N-25N	113W	05/26/1958	_	_
D	NA	30" BIG PINEY LOOP LINE	WO62254	NE,SE,SW	22	21N	114W	05/26/1958	_	_
B	NA	30" BIG PINEY LOOP LINE	WO62254	NW	12	20N	115W	05/26/1958	_	_
H	NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	36	23N	114W	05/26/1958	_	_
L	NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	35	26N	113W	05/26/1958	_	_
R	NA	TRUCK TURNAROUND	WO62254	SE	20	28N	113W	05/26/1958	_	_
F	NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	2	21N	114W	05/26/1958	_	_
I	NA	30" BIG PINEY LOOP LINE	WO62254	SW,NW,NE	29	23N	113W	05/26/1958	_	_
	NA	CPS 462	WO72100	SE	5	27N	113W	10/31/1958	_	_
	90062	BMG5-8	WYW046880		8,9	27N	113W	04/08/1957	-	-
	90068	BMG #16	WYW046881	_	5	27N	113W	07/02/1957	_	_
	90068	BMG #16	WYW046880	-	5	27N	113W	04/08/1957		
	90079	TIP TOP #68-32	WYW062892	_	32	28N	113W	06/09/1958	_	_

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90067	BELFER BNG #15	WYW062892	_	32	28N	113W	06/09/1958	_	_
90091	BOGSBACK #22-20	WYW062892	_	20	27N	113W	06/09/1958		
90124,90125	TIP TOP 43-31,86-31	WYW070705		32	26N	113W	01/29/1959		
90131	BOGSBACK #71-12	WYW070705	_	1,12	27N	114W	01/29/1959		
90130	BOGSBACK #11-18	LEASE RIGHTS	_	18	27N	113W	_		LR
90132	BOGSBACK #22-24	WYW070705	_	24	27N	114W	01/29/1959		
~~90107~~	~~CHIMNEY BUTTE #13~~	~~WYW074086~~	_	~~24,25~~	~~28N~~	~~113W~~	~~12/11/1958~~		
90107	CHIMNEY BUTTE #13	WYW074086		24,25	28N	113W	12/11/1958		
90167	CHIMNEY BUTTE #3	WYW074086	_	34	28N	113W	12/11/1958		LR
90166	CHIMNEY BUTTE #2	WYW074086	_	35	28N	113W	12/11/1958	_	_
90114	BELFER BNG #28	WYW074086	_	33	28N	113W	12/11/1958		
90154	B & H #1	LEASE RIGHTS	_	1	27N	114W	_		LR
90082	TIP TOP #87-29	LEASE RIGHTS	_	29	28N	113W	_		LR
90045	BELCO S-2	WYW062892	_	21	30N	113W	06/09/1958		
90046	S #4	LEASE RIGHTS	_	34	30N	113W	_		LR
NA	LAT N-14 X-OVER BELCO B #18	WYW062892	_	2	29N	113W	06/09/1958	_	_
90063	BNG #6	LEASE RIGHTS	_	33	28N	113W	_		LR
90025	B-32	WYW062892		14,15	29N	113W	06/09/1958		
90042	C-23, G-3	WYW079778		36,3	28,29N	113W	04/08/1959	-	-
90106	BELCO B #44	WYW062892	_	25,36	29N	113W	06/09/1958	_	_
90106	B-44	WYW079778		25,36	29N	113W	04/08/1959	-	-
90088	CHIMNEY BUTTE #7	LEASE RIGHTS	_	27	29N	113W	_	_	_

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	LATERAL N-12	WYW062892		14	29N	113W	06/09/1958		
NA	LATERAL N-12 LOOP	WYW062892	-		29N	113W	06/09/1958	-	-
NA	LATERAL N-12 LOOP	WYW079778		14	29N	113W	04/08/1959	-	-
90166	CHIMNEY BUTTE #2	LEASE RIGHTS	-	35	28N	113W	-		LR
91404	TEXACO LABARGE #12	WYW116022	SW	34	27N	113W	12/19/1990	-	-
/BNA	LATERAL A-5	WYW070705		6,1,12	27N	113,114W	01/29/1959		
/CNA	LATERAL A-5	WYW070705		12,13,24	27N	114W	01/29/1959		
/ANA	LATERAL A-5	WYW070705		5	27N	113W	01/29/1959	-	-
/ANA	LATERAL A-6	WYW074086		28,29	28N	113W	12/11/1958		
/BNA	LATERAL A-6	WYW074086		27,26	28N	113W	12/11/1958		
/CNA	LATERAL A-6	WYW074086		26	28N	113W	12/11/1958		
/DNA	LATERAL A-6	WYW074086		23,24	28N	113W	12/11/1958		
91407	CHURCH BUTTES #2-17	WYW119932	-	6,8	17N	112W	06/05/1991	-	-
91411,91412	SEQUOYAH FEDERAL #20-6	WYW67936B	NE	6	19N	111W	04/08/1991	-	-
91351	AMOCO-SEVEN MILE GULCH 19	WYW67876	SW	24	20N	112W	09/19/1991	-	-
NA	B-48 CROSSOVER LAT N-7	WYW0133897		1	29N	113W	01/24/1961	-	-
90209	E LABARGE #9	WYW0125332	-	8	26N	112W	03/15/1961	-	-
90188	E LABARGE #10	WYW0125317	-	4	26N	112W	03/15/1961	-	-
90204	GRBU #3	WYW0125328	-	31	27N	112W	03/23/1961	-	-
90210	GRBU #6	WYW0125318	-	30	27N	112W	03/23/1961	-	-
90203	GRBU #1	WYW0125330	-	19	27N	112W	03/23/1961	-	-
90212	GRBU #7	W0125321	-	6,1	27N	112,113W	03/15/1961	-	-

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METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90202	FIGURE FOUR CANYON #1	WYW125139		15	27N	112W	03/15/1961		
90228	FIGURE FOUR CANYON #2	WO125322		15,10	27N	112W	03/15/1961		
90205	MCDONALD DRAW #1 & CB #12	WO125313		19	28N	112,113W	01/23/1961		
90028	B #45, B #31	WYW128031		2	29N	113W	12/01/1960		
:2 90028	B-45	WYW079778		2	29N	113W	04/08/1959		
NA	ACCESS ROAD	WYW013160?	SE	31	27N	112W	08/18/1960		
/A NA	ACCESS ROAD	WYW013160?	SE	31	27N	112W	08/18/1961		
/B NA	ACCESS ROAD	WYW013160?	NW	5	26N	112W	08/18/1961		
NA	CPS #533	WYW013153?	SE	17	13N	108W	01/17/1961		
90198	BELCO B #63	WYW013160?		26	29N	113W	01/09/1961		
90199	BELCO B #62	WYW013161?		14	29N	113W	01/24/1961		
90120	BOOSBACK #84-18	WYW04503?		18	27N	113W	07/03/1957		
NA	B-48 TO N-7	WYW013389?		1	29N	113W	01/24/1961		
NA	CROSSOVER	WYW01029??					05/10/1960		
90117	BELPEN BMO #26	WYW01029??		18	27N	113W	05/10/1960		
90117	BMO #26	WYW06289?		21	27N	113W	06/09/1958		
90156	BOOSBACK #32-6	WYW01029?6		6	26N	113W	05/10/1960		
90170	MINTON GOVT #1	WYW#01029?9		21	27N	113W	05/10/1960		
90145	TIP TOP #76-28	WO1029?1		28	28N	113W	05/11/1960		
P&A	B 48	WYW01029?3					05/11/1960		
90149	B 51	WYW01029?4		14	29N	113W	05/11/1960		
90169	CHIMNEY BUTTE #11	WYW01029?2		34	28N	113W	05/11/1960		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90148	HOGSBACK #34-29	WYW0102940	_	29,30	27N	113W	05/16/1960	_	_
90168	HOGSBACK #86-12	WYW0102945	_	12	27N	114W	05/11/1960	_	_
NA	LATERAL N-5	WYW0105235	_	13	29N	112W	05/18/1960	_	_
NA	LATERAL N-5	WYW079778		13	29N	112W	04/08/1959	-	-
90164	TIP TOP #32-28	WYW0105234	_	28	28N	113W	05/18/1960	_	_
90147	HOGSBACK #33-19	W0105227	_	19,24,25	27N	113,114W	05/18/1960	_	_
NA	LATERAL A-4	W0105230	_	MANY	27N	113,114W	05/18/1960	_	_
90178	LA BARGE #2	WYW0105231	_	34	27N	113W	06/09/1960	_	_
90109	BELCO B #47	WYW0105236	_	35	29N	113W	05/18/1960	_	_
90109	B 47	WYW079778		35	29N	113W	04/08/1959	-	-
P&A	E-8	WYW0105269	-	30,31	29N	112W	05/18/1960		
P&A	E-8	WYW079778		30,31	29N	112W	04/08/1959	-	-
NA	LATERAL N-3 LOOP	WYW079778		MANY	29N	112,113W	04/08/1959	-	-
A NA	LATERAL N-3 LOOP	WYW0105226		34,35,36	29N	113W	05/18/1958		
B NA	LATERAL N-3 LOOP	WYW0105226		31	29N	112W	05/18/1958		
90531	CHIMNEY BUTTE #9	WYW0105233	_	26	28N	113W	05/18/1960	_	_
90108	CHIMNEY BUTTE #5	WYW0105232	_	14	28N	113W	05/18/1960	_	_
90171	BELCO S #11	WYW0105237	_	28	30N	113W	05/10/1960	_	_
90151	HOGSBACK #24-30A	WYW0105229	_	30	27N	113W	05/18/1960	_	_
90176	TEXAS LA BARGE #1	WYW0105228	_	27	27N	113W	05/18/1960	_	_
NA	LATERAL A-12	WYW0105238	_	1	27N	114W	05/18/1960	_	_
NA	LATERAL N-8	W0105271	_	24,25	29N	113W	05/17/1960	_	_

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METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST_DATE	BOOK	PAGE
91427	THERMAL-SEQUOYAH FEDERAL 10-6	WYW71183	NW	6	19N	111W	05/17/1991	-	-
90126	TIP TOP #4-25	WYW011715	-	25	28N	114W	08/03/1960	-	-
90155	TIP TOP #43-32	WYW011746	-	32	28N	113W	07/01/1960	-	-
90017	BELCO #10	WYW011714	-	2	29N	113W	06/30/1960	-	-
90003	BELCO #2	WYW011770	-	23,26	29N	113W	07/01/1060	-	-
90161	BELCO E #22	WYW012610I	-	31	29N	112W	12/16/1960	-	-
90165	ROSEBACK #25-32	WO11717	-	32	27N	113W	07/01/1960	-	-
MA	LATERAL M-1	WYW011771		31	29N	112W	07/01/1960	-	-
MA	LATERAL M-3	WYW07978		MANY	29N	112,113W	04/08/1959	-	-
MA	LATERAL M-3	WO116616	NW	31	29N	112W	08/03/1960	-	-
	C-25	WYW011751	SW	14	28N	113W	07/01/1960	-	-
MA	LAT M-3 EXTENSION	WO11750	NW	33	29N	112W	07/01/1960	-	-
90185	EAST LARARGE 5-6-12	WO11749	NE,NW,SW	28	27N	112W	07/01/1960	-	-
90136	ROSEBACK #76-20	WYW01174B	-	20	27N	113W	07/01/1960	-	-
90141	TIP TOP #67-12	WYW011747	-	12	28N	114W	07/01/1060	-	-
PEA	E-9	WYW011716		18	29N	112W	07/01/1960	-	-
PEA	E-9	WYW07973B		18	29N	112W	04/08/1959	-	-
91455	THERMAL-SACRAMUSE FED 30-26	WYW67936	SE	26	20N	112W	05/24/1991	-	-
90175	C #31	WYW011185J	-	25	28N	113W	08/12/1960	-	-
90143	ROSEBACK #33-7	WYW011184B	-	7	27N	113W	08/29/1960	-	-
90157	TIP TOP #77-11	WYW011184J	-	11	28N	114W	07/14/1960	-	-
90127	TIP TOP #57-13	WYW011185O	-	13	28N	114W	07/14/1960	-	-

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RECORDED

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90186	EAST LA BARGE #7	WYW0111854	-	29	27N	112W	12/20/1960	-	-
NA	LATERAL T-1	W0111779	-	11,13,14	28N	114W	07/13/1960	-	-
90179	BELCO B-57	WYW0111831	-	23	29N	113W	07/14/1960	-	-
91414	THERMAL-MESQUITE FED 20-24	WYW67876	SW,NW,NE	24	20N	112W	09/19/1991	-	-
90099	TRESNER STATE #5	WYW0118985	-	36	29N	113W	09/13/1960	-	-
90099	TRESNER STATE #5	WYW079778		36	29N	113W	04/08/1959	-	-
NA	LATERAL A-13	WYW0125282	-	1,35	28N,27N	113W	11/08/1960	-	-
90211	CHIMNEY BUTTE #14	WYW0121871	-	1	27N	113W	10/07/1960	-	-
90097	HOGSBACK #77-31	WYW0128026	-	33	27N	113W	12/01/1960	-	-
90097	HOGSBACK #77-31	WYW0128026	-	32,31	27N	113W	12/01/1960	-	-
90097	HOGSBACK #77-31	WYW079778		33	27N	113W	04/08/1959	-	-
90097	HOGSBACK #77-31	WYW079778		31,32	27N	113W	04/08/1959	-	-
90122	HOGSBACK #77-6	WYW0121833	-	6	26N	113W	09/22/1960	-	-
90122	HOGSBACK #77-6	WYW079778		6	26N	113W	04/08/1959	-	-
NA	LATERAL A-3 EXT	WYW0125265		6	26N	113W	10/25/1960	-	-
NA	LATERAL A-13 EXT	WYW0125320	-	1,12	27N	113W	03/15/1961	-	-
NA	LATERAL A-14	WYW0125341	-	5,4,3	26N	112W	05/05/1961	-	-
NA	LATERAL A-15	W0125326	-	MANY	27N	112W	04/13/1961	-	-
NA	LATERAL A-16	W0146258	-	29,32	27N	112W	06/08/1961	-	-
NA	LATERAL A-17	WYW0125323	NE	14	26N	113W	03/23/1961	-	-
NA	LATERAL A-17	WYW0125323	LOT 5	7	27N	112W	03/31/1961	-	-
90199	BELCO B #62	W25344	-	23,14	29N	113W	03/15/1961	-	-

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REIMB #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90192	CONNELLY #A-IC-32	WO1253?7		29,32	27N	113W	12/16/1960	–	–
90191	CONNELLY #A-IC-33	WO1253?5		33	27N	113W	03/15/1961	–	–
90207	BELFER BNG #37	WO1253?1		33	26,27N	113W	03/15/1961	–	–
90208	BELCO #42	WO1253?5		4	26N	113W	03/15/1961	–	–
90206	BELCO #34	WO1253?4		4	26N	113W	02/01/1961	–	–
90223	BNG #39	WO1253?7		4	26N	113W	04/12/1961	–	–
90223	BELFER BNG #45	WYW01253?0		4	26N	113W	04/12/1961	–	–
90221	BELCO BNG #49	WYW013625?		33	28N	113W	03/03/1961	–	–
90220	BELCO BNG #51	WYW133966		4	27N	113W	02/10/1961	–	–
90219	BELCO S #12	WO136?07		28,27	30N	113W	04/12/1961	–	–
NA	LATERAL A-7	WO136?11		32,33	28N	113W	03/24/1961	–	–
90237	BNG #70	WO165?85		28	28N	113W	10/30/1961	–	–
NA	FIELD COMPRESSOR	W89465	SW	14	28N	113W	08/28/1985	–	–
90247	BOOSBACK #13-31	WYW016578?		31	27N	113W	10/30/1961	–	–
90248	BOOSBACK #B6-25	WYW016578?		25	27N	114W	10/30/1961	–	–
90241	GRBU #28	WYW016579?		18	27W	112W	11/09/1961	–	–
2 90240	GRBU #30	WO17015?		14,15	26N	113W	11/20/1961	–	–
90051	SALAMIN #1	WYW017015?		14	29N	113W	11/20/1961	–	–
90250	B #69	WYW016580?		3	29N	113W	11/01/1961	–	–
NA	LATERAL N-3 LOOP	WYW07977?		MANY	29N	112,113W	04/08/1959		
90199	B #62 CROSSOVER	WYW011898?		14,23	29N	113W	09/13/1960	–	–
90367	LONG ISLAND UNIT #3	WYW107562?		24	29N	113W	12/08/1962	–	–

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90368	LONG ISLAND UNIT #4	WYW1075626	_	23	29N	112W	12/08/1962	_	_
90253	BWG #82	WO170115	_	28	28N	113W	11/15/1961	_	_
90254	B #68	WYWO170185	_	14	29N	113W	11/20/1961	_	_
90263	EAST LABARGE NO 17 #1	WO175605	_	28,33	27N	112W	12/15/1971	_	_
90261	EAST LABARGE NO. 15	WO175625	_	20	27N	112W	09/04/1962	_	_
90256	BWG #81	WO175606	SE	8	27N	113W	12/15/1961	_	_
90264	CHIMNEY BUTTE #6	WYWO175664	_	30	28N	112W	09/04/1962	_	_
90264	LATERAL A-6,CB #6	WYWO74086		MANY	28N	113W	12/11/1958		
90257	BELCO-GRB #29	WO175685	NW	30	27N	112W	09/04/1962	_	_
90266	GRBU #44	WYWO175683	_	2	26N	113W	02/19/1962	_	_
90277	TIP TOP #22-19	WYWO179940	_	19	28N	113W	02/23/1962	_	_
NA	X-OVER LAT N-10 TO N-2	WO142192	_	24,25	29N	113W	05/04/1961	_	_
NA	LATERAL A-13 2ND EXT.	WO146112	_	7,12	27N	112W,113W	05/11/1961	_	_
90229	GRBU #15	WYWO146111	_	7	27N	112W	05/11/1961	_	_
90231	GRBU #10	WYWO146265	_	9	27N	112W	06/27/1961	_	_
P&A	GULF 3	WYWO146237		36	29N	113W	06/08/1961	-	-
P&A	C-24	WYWO146238		36,2	28N,29N	W 113W	06/08/1961		
P&A	C-24, G-6	WYWO79778		36,2	28,29N	113W	04/08/1959	-	-
90232	GRBU #14	WYWO150185	_	20	27N	112W	08/10/1961	_	_
90268	GRBU #19	WO157204	_	35,2	26N,27N	113W	08/18/1961	_	_
90234,90271	GRBU #23	WYWO150250	_	2	26N	113W	06/23/1961	_	_
90283	GRBU #22	WYWO153816	_	27	27N	113W	07/12/1961	_	_

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90233	GRBU #17	WYW0150259	-	11	26N	113W	07/13/1961	-	-
90235	BNG 2 TANK BATTERY	WYW0157190		32	28N	113W	08/09/1961	-	-
90915	BRUFF FEDERAL #2-26	WYW118429	NW	26	18N	112W	12/03/1991	-	-
NA	LATERAL N-17	WYW0157220		15,22	28N	113W	08/11/1961	-	-
90239	GRBU #27	WYW0195907	-	14	26N	113W	04/30/1962	-	-
90310	GRBU (25-45)	WYW0157454	-	2	26N	113W	09/25/1961	-	-
90326	GRBU #24	W0157452	-	3,2	26N	113W	10/05/1961	-	-
90292	GRBU #21	WYW0157455	-	34	27N	113W	09/07/1961	-	-
91462	ANR-FABIAN DITCH #2-28	WYW65077	NE	28	20N	112W	09/17/1991	-	-
NA	CPS #583	W0161200	NW	28	17N	110W	11/01/1961	-	-
90310	GRBU #25 & #45	WYW0225892	-	11	26N	113W	12/10/1962	-	-
90319	GOV'T MINTON B #1	WYW0240611	-	21	27N	113W	02/11/1963	-	-
NA	LATERAL T-2	W0225873	-	MANY	28N,29N	114W	11/13/1962	-	-
90281	TIP TOP #52-1	W0195908	-	MANY	28N,29N	113,114W	04/30/1962	-	-
NA	LATERAL A-1 LOOP	W0225874	-	MANY	26N,27N	112W,113W	12/10/1962	-	-
90314	BNG #83	W0195906	-	4,9	26N	113W	08/30/1962	-	-
90280	GRBU #33	W0200614	-	5,7	27N	112W	08/30/1962	-	-
90297	MOBIL 83-2	W0225894	-	1,2	28N	114W	12/06/1962	-	-
90281	TIP TOP 52-1G	W0200681	-	1,2	28N	114W	08/30/1962	-	-
90289	GRBU #43	WYW0200682	-	11	26N	113W	08/30/1962	-	-
90312	GRBU #47	WYW0225859	-	2	26N	113W	12/10/1962	-	-
90286	GRBU #35	WYW0225862	-	7	27N	112W	11/20/1962	-	-

RETAIN #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90285	GRBU #36	WYW022506J	–	18	27N	113W	12/10/1962	–	–
90288	MOBIL 36-6	WO2258O	–	6,7	28N	113W	11/13/1962	–	–
90311	LA BARGE #5	WYW022053O	–	3	26N	113W	10/15/1962	–	–
90308	GRBU #37	WYW022052Ø	–	2O	27N	112W	12/10/1962	–	–
90298	GOAT HILL UNIT #3	WYW022Ø83I	–	32	31N	113W	10/15/1962	–	–
90300	GOAT HILL UNIT #5	WYW022053I	–	32	21N	113W	10/15/1962	–	–
MA	TRUCK # EXT	WO2Ø532	–	MANY	30N,31N	113W	11/13/1962	–	–
90305	BELCO C #57	WYW02J176Z	–	25	28N	113W	12/06/1962	–	–
90296	TIP TOP #12-7	WYW022589I	–	7	28N	113W	11/13/1962	–	–
MA	LATERAL A-19	WO2Z5845	–	6,31	26N,27N	113W	12/10/1962	–	–
MA	CPS #607	WO2Z0529	SE	12	14N	109W	12/10/1962	–	–
MA	CPS #610	WO2J1Ø78	NE	30	16N	109W	12/17/1962	–	–
MA	CPS #606 & ANODE BED ADDITION	WO2Z5875	–	9,10	12N	108W	12/06/1962	–	–
90297	TIP TOP #83-2	WYW022589Ø	–	2	28N	114W	12/10/1962	–	–
90307	CHIMNEY BUTTE #17	WYW022589J	–	35	28N	113W	12/10/1962	–	–
91422	HAMTHORNE-FEDERAL 21-19	WYW12Ø117	NW	19	29N	112W	09/03/1991	–	–
MA	LATERAL M-19	WO2318I0	–	23,24,25	28N	113W	12/06/1962	–	–
90295	ROOSBACK #07-13	WYWO2J1Ø79	–	13	27N	114W	12/06/0196	–	–
MA	MOBIL-ROOSBACK T72X-25G	WYW12Ø119	NE	25	27N	114W	08/28/1991	–	–
MA	CPS 619 & ADDITIONAL BED	WYW124255	NW	23	29N	113W	09/11/1992	–	–
90330	TIP TOP 47-31	WO2622Ø7	SE	31	29N	113W	06/24/1963	–	–
90326	GRBU #24	WYWO2622Ø8	–	2	26N	113W	06/24/1963	–	–

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EXHIBIT "A"
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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90329	MOBIL 44-29	W0262351	-	29	28N	113W	10/11/1963	-	-
90332	TIP TOP #88-23	W0271299	-	25,26,23	28N	114W	10/22/1963	-	-
NA	MOBIL-TIP TOP 72-18	WYW120118	NE	18	28N	113W	08/01/1991	-	-
90333	TIP TOP 37-30	W0275300	-	30,31	29N	113W	09/26/1963	-	-
NA	CPS #575	W82541	SW	34	20N	114W	05/11/1981	-	-
90331	HOGSBACK #77X-7-1	WYW0275299	-	7	27N	113W	09/26/1963	-	-
90422	HOGSBACK #5IX-5	WYW0275269	-	5	26N	113W	09/26/1963	-	-
90080	HOGSBACK #77X-7	WYW063337	-	7,8	27N	113W	09/20/1958	-	-
NA	MOBIL-TIP TOP 36-28	WYW120123	SW	28	28N	113W	08/28/1991	-	-
90335	TIP TOP 71-11	W0275266	-	11,12	28N	114W	09/26/1963	-	-
90348	TIP TOP 31-18	W0280492	-	7,18	28N	113W	11/08/1963	-	-
90345	BELCO BMG-89	W0285741	-	4,33	27N,28N	113W	12/11/1963	-	-
90342	BELCO C-64-33	W0285740	SE,NE	33	28N	113W	11/26/1963	-	-
90344	BELCO C-63	W0285742J	-	33,34	28N	113W	12/11/1963	-	-
-	BELCO MCDONALD DRAW #23	W0285739	SW,NW	29	28N	112W	12/11/1963	-	-
-	BELCO-MCDONALD DRAW #17	W0285744	SW,SE	29	28N	112W	12/11/1963	-	-
01831	BELCO-MCDONALD DRAW TWK BAT.#1	W0285745	SW	29	28N	112W	12/11/1963	-	-
NA	LATERAL N-20	W0285738	-		28N	112W-113W	12/11/1963	-	-
NA	LATERAL S-3	W0285743	-	32,33	28N	113W	12/11/1963	-	-
-	BELCO C-58	W0285758	NW	25	28N	113W	12/12/1963	-	-
90341	BELCO GRH #39A-31	W0289780	NE,NW	31	27N	112W	02/13/1964	-	-
8 90353	TIP TOP #78-21	WYW0309690	-	28,21	28N	113W	08/11/1964	-	-

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
A	90353	TIP TOP #78-21	W0309690	_	28,21	28N	113W	06/11/1964	_	_
	90360	MOBIL TIP TOP #73-30	W0310829	SW	30	29N	113W	09/01/1964	_	_
	90358	BELCO C-68-34	W0310830	SW	34	28N	113W	09/01/1964	_	_
	90218	BELCO GRB #4	W0310747	_	13	26N	113W	07/23/1964	_	_
	90354	BELCO EAST LABARGE #R-9-29	W0310701	_	29	27N	112W	07/23/1964	_	_
	90371	TEXACO LABARGE #6	W0310700	SW	3	26N	113W	07/23/1964	_	_
	90351	MOBIL TIP TOP #61-6	W0310194	SW,NW,NE	6	28N	113W	07/02/1964	_	_
	90355	NORTH LABARGE #19-9	WYW0310262	_	9	27N	113W	07/23/1964	_	_
	90356	NORTH LABARGE #20-8	W0310831	SE,NW,NE	8	27N	113W	09/01/1964	_	_
	90361	MOBIL TIP TOP #57-19	W0311141	_	20,19	28N	113W	09/01/1964	_	_
B	90362	BELCO GRB #34-6	W0311742	SE,SW	31	27N	112W	10/20/1964	_	_
A	90362	BELCO GRB #34-6	W0311742	NE	6	26N	112W	10/20/1964	_	_
	90357	BELCO NORTH LABARGE #21-4	W0311308	SW	4	27N	113W	09/18/1964	_	_
	91513	MESQUITE FED 30-24	WYW66349	SE	24	20N	112W	11/07/1991	_	_
	90353	TIP TOP 78-21	W0309690	_	21,28	28N	113W	06/11/1964	_	_
	90366	DRY PINEY 1-27	W0312961	_	26,27	28N	114W	12/07/1964	_	_
	~~NA~~ 90116	XOVER BELCO BNG #15 TO BNG #29	W0312352	SE	32	28N	113W	11/03/1964	_	_
	91437	SEVEN MILE GULCH #17	WYW63843	NE	16	20N	112W	09/04/1991	_	_
	NA	X-OVER LAT N-3 TO LAT N-3 LOOP	W0313637	NE	31	29N	112W	12/28/1964	_	_
	90370	B #36	WYW0313638	_	25	29N	113W	12/28/1964	_	_
	NA	CPS #726	W0317531	NE	36	23N	114W	06/14/1965	_	_
	~~91522~~	~~SEVEN MILE GULCH #20~~	~~WYW119917~~	~~SW~~	~~22~~	~~20N~~	~~112W~~	~~12/03/1991~~	_	_

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91522	SEVEN MILE GULCH #20	WYW119917	SE	22	20N	112W	12/03/1991	-	-
91425	SEGUARO FEDERAL 40-12	WYW75429	-	2,12	20N	111W	07/29/1991	-	-
90531	CHIMNEY BUTTE #9	WYW317373	-	26	28N	113W	06/16/1965	-	-
90379	GRBU #49-19	WYW0319028	-	19	27N	112W	09/30/1965	-	-
90380	SOUTH HOGSBACK #1-8	WYW0319651	-	8,9	26N	113W	10/22/1965	-	-
90391	BELCO S #14-21	W0319652	-	22,21	30N	113W	09/22/1965	-	-
90392	BELCO 38-9	W0321482	-	8,9	27N	113W	12/27/1965	-	-
NA	SO COTTONWOOD COMM SITE	WYW120130	NW	15	32N	112W	08/01/1991	-	-
90396	TIP TOP #55-20	WYW0323984	-	20	28N	113W	04/21/1966	-	-
90395	NORTH LA BARGE #22-17	WYW0325197	-	17	27N	113W	05/27/1966	-	-
NA	CPS 778	WYW0324773		31	27N	112W	06/14/1966	-	-
NA	LATERAL A-20	WYW1624	-	MANY	26N	113W	11/02/1966	-	-
90401	SOUTH HOGSBACK #3-16	WYW2264	-	16	26N	113W	11/17/1966	-	-
90400	SOUTH HOGSBACK #4-9	W1623	-	16,9	26N	113W	11/17/1966	-	-
90402	TIP TOP #44-21	WYW1622	-	21	28N	113W	10/18/1966	-	-
90402	TIP TOP #44-21	WYW1622	-	28	28N	113W	10/18/1966	-	-
90417,90406	HOGSBACK #75-17	WYW1748	MANY	17	26N	113W	11/17/1966	-	-
90403	HOGSBACK #67-19G	WYW2209	-	19	27N	113W	11/07/1966	-	-
90404	STAR CORRAL #6-21 DEER HILL 2	WYW3427	-	21	30N	113W	01/24/1967	-	-
91489	AMOCO-WHISKEY BUTTES #54	WYW77059	NE	26	21N	112W	09/12/1991	-	-
95453	HELLWIG FED 31-8	WYW72516	NE	8	20N	112W	12/03/1991	-	-
91486	WHISKEY BUTTES #60	WYW71214L	NW,NE	20	21N	112W	11/18/1991	-	-

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	91487	AMOCO-WHISKEY BUTTES #51	WYW71214H	NE,NW,SE	22	21N	112W	09/20/1991	-	-
	91459	AMOCO-WHISKEY BUTTES #49	WYW77059	NE	14	21N	112W	09/17/1991	-	-
	NA	THERMAL-BRUFF 40-24	WYW80376	SW	24	18N	112W	09/04/1991	-	-
	90394	SO. HOGSBACK 22X-17	W4356	NW	17	26N	113W	03/30/1967	-	-
	90409	SOUTH HOGSBACK #65-5	WYW4491	-	5	26N	113W	03/13/1967	-	-
B	90414	SOUTH HOGSBACK #34-8	WYW6263	-	8	26N	113W	06/07/1967	-	-
A	90414	SOUTH HOGSBACK #34-8	WYW6263	-	8	26N	113W	06/07/1967	-	-
	90411 (P&A)	McDONALD DRAW 87-18	W8745	-	18,19	28N	112W	12/15/1967	-	-
	90415	EAST LABARGE NO 20-21	W8906	-	28	27N	112W	11/28/1967	-	-
	90416	MOXA UNIT #1	WYW9215	-	22	19N	112W	11/15/1967	-	-
	90412	BELCO CB-18-34	W9218	SE,SW	34	28N	113W	12/15/1967	-	-
	-	DRIP PIT SITE, METER SITE	W9710	SE	20	28N	113W	12/15/1967	-	-
	91458	AMOCO-WHISKEY BUTTES #47	WYW70329	SW	14	21N	112W	10/08/1991	-	-
	91515	UPRC-CPC NO. 1 K-M FED #4-30	WYW77059	SW	30	21N	112W	10/07/1991	-	-
	90420	NORTH LA BARGE #23-16	WYW11234	-	21	27N	113W	06/21/1968	-	-
	90421	BOGSBACK 36X-5	W11724	SW	5	26N	113W	06/21/1968	-	-
	90329	MOBIL 44-29 X-OVER	W13723	SE	29	28N	113W	08/13/1968	-	-
	90176	LABARGE #1	WYW13724	-	27	27N	113W	08/13/1968	-	-
	90291	LABARGE #3	WYW13725	-	27	27N	113W	08/13/1968	-	-
	90289	GRBU #43 CROSS OVER	WYW13727	-	11	26N	113W	08/13/1968	-	-
	90178	LABARGE #2	WYW13728	-	34	27N	113W	08/13/1968	-	-
	NA	CROSSOVER FROM TRUNK T TO DRIP	W14972	-	20	28N	113W	12/11/1968	-	-

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90424	GRB #50-30	W15890	NE	30	27N	112W	03/06/1969	-	-
90428	MOBIL TIP TOP #86-1	W16787	-	6,1	28N	113,114W	03/12/1969	-	-
90438,90437	HOGSBACK #36-31	W16788	SW	31	27N	113W	03/12/1969	-	-
90429	TIP TOP #13-18	W16789	-	12,13	28N	114W	03/12/1969	-	-
90430	TIP TOP 37-29	W16790	-	32,29	28N	113W	03/12/1969	-	-
90435	TIP TOP 84-30	W16791	-	29,30	28N	113W	03/12/1969	-	-
90439,90440	SOUTH HOGSBACK 62-7	W16792	-	6,7	26N	113W	03/12/1969	-	-
90432,90433	HOGSBACK #74-31	W16793	SE,NE	31	27N	113W	03/12/1969	-	-
90436	TIP TOP 37-30 SOUTH	W16950	SW	30	28N	113W	03/12/1969	-	-
90434	SOUTH HOGSBACK 21-21	W17278	NW	16,21	26N	113W	03/19/1969	-	-
-	SOUTH HOGSBACK 62-18	W17280	NW	17	26N	113W	03/19/1969	-	-
91483	WILSON RANCH 29	WYW119947	SW,SW,NW	20	19N	112W	11/15/1991	-	-
91467	KOSUS FED UNIT 2	WYW118429	NW,SW,SE	12	18N	112W	11/18/1991	-	-
91440	BLUE WOODS FED 20-24	WYW69593	-	23,24	25N	111W	01/10/1980	-	-
90427	HOGSBACK #18-30	W17349	SW	30	27N	113W	03/06/1969	-	-
NA	CPS 984	W19615	NW	26	28N	113W	08/15/1969	-	-
NA	CPS 985	W19651	SE	1	27N	114W	08/15/1969	-	-
NA	CPS 986	W19986	SE	19	27N	113W	08/15/1969	-	-
NA	CPS #983	WYW21501	NE	2	21N	119W	12/09/1969	-	-
NA	CPS #982	WYW20927	NE	26	20N	115W	09/02/1969	-	-
NA	CPS 1023	W23465	SW	2	26N	113W	07/22/1970	-	-
91466	CHAMPLIN 285 G-1	WYW75547	SE	18	19N	111W	10/25/1991	-	-

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MTRR #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	BOOK	PAGE
91454	SAGUARO FED #20-12	WY75429	NE,NW	12	20N	111W	11/06/1991	-	-
91625	CHESTER FIELD #1	WYW67299	NW	16	20N	111W	11/14/1991	-	-
91465	AMOCO-CHAMPLIN 326 E-2	WYW67876	NE	24	20N	112W	10/17/1991	-	-
90447	BOOSBACK #63-30	WYW23403	-	30	27N	113W	08/13/1970	-	-
90448,90449	BOOSBACK #84-6	WYW23402	-	6	26N	113W	08/13/1970	-	-
90444	SOUTH BOOSBACK #5-16	WYW23785	-	16	26N	113W	08/13/1970	-	-
90445	GRBU #52-35	WYW23786	-	34	27N	113W	08/13/1970	-	-
90453	TIP TOP 16-32G	WY5893	-	31,32	29N	113W	10/20/1970	-	-
90452	TIP TOP 16-19	WY5892	NE	24	28N	114W	10/20/1970	-	-
90450	BOOSBACK #73-19	WY7967	-	21,20,19	27N	113W	04/19/1971	-	-
90455,90484	BOOSBACK 37-18	WY7919	-	18	27N	113W,114W	04/06/1971	-	-
90468	DEER HILL 4-10	WY7918	-	9,10	30N	113W	04/06/1971	-	-
91516	BACKRUSH FED 10-26	WYW5845B	NW	27	20N	112W	11/21/1991	-	-
91461	FEDERAL UNIT 2-18 R&D #2	WYW7554?	NW,NE,SE	18	19N	113W	10/25/1991	-	-
91505	CBURCH BUTTES BUFFER #1-7	WYW11993Z	SW	8	17N	112W	12/04/1991	-	-
91504	CBURCH BUTTES BUFFER #2-7	WYW11993Z	SE	6	17N	112W	12/04/1991	-	-
90464	TIP TOP 23-31	WY8565	NE,NW	31	29N	113W	06/18/1971	-	-
90466	BOOSBACK 37-20	WY8917	SW	20	27N	113W	06/18/1971	-	-
90463	MOBIL 63-12	WY8916	NE	12	28N	114W	06/18/1971	-	-
91463	SBUTE CREEK #13	WYW7554G	SW,SE	20	23N	112W	12/03/1991	-	-
90467	BOOSBACK 27-17, DRIP	WY8986	NW	17	27N	113W	06/18/1971	-	-
MA	CPS 1043	WY9557		6	26N	113W	08/06/1971	-	-

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90473	SOUTH HOGSBACK 41-20	W29555	_	21,20	26N	113W	08/05/1971	_	_
90469	HOGSBACK #72-7	W29556	_	8,7	27N	113W	08/06/1971	_	_
90470	HOGSBACK 11-31G	W31029	NW	31	27N	113W	10/07/1971	_	_
90471,90472	HOGSBACK 28-32	W58121	SW	32	27N	113W	04/07/1977	_	_
90476	HOGSBACK #72-24	W31257	_	24,19	27N	113,114W	11/05/1971	_	_
NA	CPS #619 ADDITIONAL WELL	W0256478	NW	23	29N	113W	06/18/1963	_	_
91469	COW HOLLOW #12	WYW70250	NE,SE	36	22N	112W	11/14/1991	_	_
91488	AMOCO-WHISKEY BUTTES #56	WYW71214A	NE,NW,SW	2	21N	112W	10/16/1991	_	_
90032	C #1	WYW036192	_	23	28N	113W	10/29/1956	_	_
90083	TIP TOP #88-30	WYW046881	_	30	28N	113W	07/02/1957	_	_
90133	BELCO B #9A	WYW036192		14	29N	113W	10/29/1956	_	_
91067	STRANGE #1-22	WYW119917	NE,SE	22	20N	112W	10/25/1991	_	_
NA	WHISKEY BUTTES #57	WYW66848		10	21N	112W	02/25/1992	-	-
91472	WHISKEY BUTTES #59	WYW71214E	NE,NW,SW	12	21N	112W	11/08/1991	_	_
91451	COW HOLLOW #10	WYW67916		MANY	22N,23N	112W	01/24/1992	_	_
91471	UPRC 290 B-1	WYW71214L	NW	20	21N	112W	11/18/1991	_	_
90483	HOGSBACK 36-13G	W070705	SW	13	27N	114W	01/29/1959	_	_
90482	HOGSBACK 37-6G	W070705	SW	6	27N	113W	01/29/1959	_	_
90505	TIP TOP #61-29	WYW47140	_	20,29	28N	113W	09/09/1974	_	_
90504	TIP TOP #46-17	WYW48325	_	17	28N	113W	01/17/1975	_	_
90506	TIP TOP #84-13	WYW48335	_	13	28N	113,114W	01/17/1975	_	_
90507	GRBU #53-23	WYW48885	_	14	26N	113W	03/14/1975	_	_

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90514	PINE GROVE RIDGE FED #1	WYW48885	_	8	28N	114W	03/14/1975	_	_
NA	LATERAL T-2	W48885	_	MANY	26N,28N	113W,114W	03/14/1975	_	_
NA	TRUNK A	W49454	_	_	14,15N	92W	07/15/1975	_	_
90511	EAST LABARGE 21-29	W48963	_	29,30	27,28N	112,113W	02/28/1975	_	_
90508	NORTH LABARGE #24-33	WYW48968	_	33	28N	112W	02/28/1975	_	_
90510	CHIMNEY BUTTE #19-34	WYW48968	_	34	28N	113W	02/28/1975	_	_
90513	GRBU #51-1	WYW49376	_	3	26N	113W	04/07/1975	_	_
NA	TRUNK A, LATERAL A-1	W49454	_	11,14	16N	93W	07/15/1975	_	_
90551	BARREL SPRINGS UNIT II #11-1	WYW49454	_	11	16N	93W	07/15/1975	_	_
90657	GRBU #57-6	W50096	NW,NE	6	27N	112W	06/17/1975	_	_
90556	WYOMING STATE #36-1	WYW49454	_	MANY	16N,17N	93W	07/15/1975	_	_
90517,91217	WILSON RANCH #2, #1-14 MS	W51402	_	12,14	19N	113W	11/03/1975	_	_
90541	FEDERAL #2-11	WYW51785	SW	11	24N	114W	11/21/1975	_	_
90542	FEDERAL #1-14	WYW51785	NW	14	24N	114W	11/21/1975	_	_
90538	FEDERAL #44-11	WYW51785	NW	11	24N	114W	11/21/1975	_	_
90523	TIP TOP T63-7G	WYW52214	_	7	28N	113W	11/20/1975	_	_
NA	LATERAL A-23	WYW51785	_	14,11	24N	114W	11/21/1975	_	_
90521	TIP TOP T-36-8-G	W52213	_	7,8,18	28N	113W	11/20/1975	_	_
NA	LATERAL A-22	WYW51781	_	16	24N	113W,114W	11/21/1975	_	_
90527	RED GAP #1	WYW52139	_	21	26N	113W	11/20/1975	_	_
90520	TIP TOP 73X-2G	W52432	_	2	28N	114W	11/20/1975	_	_
90563	POGARTY CREEK FED #1-32	WYW52431	_	MANY	28N	114W	11/20/1975	_	_

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90524	EAST LA BARGE #23-5	WYW52437	_	5	26N	112W	03/10/1976	_	_
90526	TIP TOP F-21X-33G	W52498	_	28,33	28N	113W	04/22/1976	_	_
90537,91177	TIP TOP 26X-12	W53130	SW,NW	12	28N	114W	02/24/1976	_	_
90561	FOGARTY CREEK #2-16	WYW53140	_	9	28N	114W	02/24/1976	_	_
90605	EAST LA BARGE #24-5	WYW53136	_	5	26N	112W	03/10/1976	_	_
90532	TIP TOP #F-13X-9G	W53191	_	8,9	28N	113W	02/24/1976	_	_
P&A	TIP TOP F-44X-28G	W53189 (KEEP LAND RIGHTS)	SE	28	29N	113W	02/24/1976	_	_
90535	TIP TOP F-33X-29G	W53192	_	28,29	29N	113W	02/24/1976	_	_
NA	LATERAL T-3	W53190	_		28N,29N	113W	02/24/1976	_	_
90528	TARTARS ISLAND UNIT #1-33	W53481	_	MANY	27N,28N	112W	03/26/1976	_	_
90530	S #18-21	WYW54531	_	21	30N	113W	06/15/1976	_	_
90529	S #19-28	WYW54530	_	28	30N	113W	06/15/1976	_	_
90545	FEDERAL #3-11	WYW54232	SW	11	24N	114W	06/15/1976	_	_
90606	BELCO S #21-28	WYW54276	SE	28	30N	113W	06/15/1976	_	_
90560	SOUTH UNIT #1	WYW54530	SW	14	14N	103W	07/16/1976	_	_
90560	SOUTH UNIT #1	WYW54530	_	15,14	14N	103W	08/13/1976	_	_
60607	TIP TOP F-21X-29G	W54580	NW,NE,SE	28	29N	113W	06/15/1976	_	_
90577	TIP TOP 12-33	W54865	NE,NW	33	29N	113W	06/15/1976	_	_
90578	TIP TOP 31-17G	W54864	_	17,8	28N	113W	06/15/1976	_	_
90576	TIP TOP 22-22	W54873	SE,SW,NW	22	28N	113W	07/22/1976	_	_
90572	FEDERAL #3-4	WYW57253	_	10,3,4	28N	114W	03/24/1977	_	_
90563,91178	TIP TOP #7SX-2	WYW52432	_	2	28N	114W	11/20/1975	_	_

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	NA	TRUNK T LOOP	LEASE RIGHTS		1	28N	114W		-	-
/B	90575	WILLOW CREEK UNIT #1	WYW57883	LOT11	3	24N	114W	05/02/1977	-	-
/A	90575	WILLOW CREEK UNIT #1	WYW57883	LOT9	2	24N	114W	05/02/1977	-	-
	90566	BELCO S-22-33	W58051	-	33,34	30N	113W	01/12/1977	-	-
	90573	RAINBOW FED UNIT B-1	W59126	SE,SW	3	26N	113W	05/13/1977	-	-
	90579	LINCOLN RD 1	W59516	SW,SE	9	24N	111W	08/03/1977	-	-
/A	91195	TK A, LINC RD 2-9 MS, RU 2-8MS	W59516	-	MANY	24N	111W	08/03/1977	-	-
/B	NA	TRUNK A	W59516	-	MANY	24N	111W-113W	08/08/1977	-	-
	90587	KEMMERER FEDERAL #1-11	WYW60183	SE	11	14N	102W	10/12/1977	-	-
	90590	CHAMPLIN FEDERAL #1-14	WYW60183	-	11,14	14N	102W	10/12/1977	-	-
	90586	NORTH PIO FEDERAL #1	WYW60183	-	8	14N	102W	10/12/1977	-	-
	90588	AJAX FEDERAL #1-9	WYW60183	SE	9	14N	102W	10/12/1977	-	-
	90585	CHAMPLIN FEDERAL #1-12	WYW60183	SW	12	14N	102W	10/12/1977	-	-
	90589	UNION FEDERAL #2-11	WYW60183	SW	11	14N	102W	10/12/1977	-	-
	NA	TRUNK A	W61550	-	-	14N	102W,103W	12/14/1977	-	-
	90727	LINCOLN RD 4	W60657	-	4,5	24N	111W	11/26/1979	-	-
	90580	LINCOLN RD 2	W60658	-	3,4	24N	111W	01/26/1978	-	-
	90581	LINCOLN RD 3	W60659	SE	4	24N	111W	01/26/1978	-	-
	NA	TRUNK A EXT.	W60719	-	4,9	24N	111W	07/25/1978	-	-
	NA	TRUNK A EXT.	W60659	SE	4	24N	111W	07/25/1978	-	-
	NA	TRUNK A EXT.	W60658	-	3,4	24N	111W	07/25/1978	-	-
	90584	PAN AM UNIT #3	WYW65319	-	8	14N	102W	-	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	77400G2	NA	OPAL CS ACCESS ROAD	WYW62899	-	MANY	20N	115W	02/23/1978	-	-
49-023	77418	90592	STEAD CANYON UNIT #1-15	W6415	-	MANY	26N	112W	01/03/1978	-	-
49-035	77419	90596	FOGARTY CREEK #7-9	WYW65317	SWSE	9	28N	114W	02/06/1979	-	-
49-035	77450G1/A	NA	LAT T-4	LEASE RIGHTS	-	MANY	28N	114W	08/17/1980	-	-
49-035	77450G1/B	90611	FOGARTY CREEK #8-20	LEASE RIGHTS	-	MANY	28N	114W	08/17/1980	-	-
49-037	77554	90609	BLACK BUTTE #1	W62847	SE	2	19N	103W	05/19/1978	-	-
49-035	77567	90593	S #25-34	WYW65495	-	34	30N	113W	-	-	-
49-014	77584G2/B	90610	ALLEN #1-15	WYW62559	-	14,15	28N	114W	04/23/1978	-	-
49-035	77584G2/A	NA	LAT T-4	W62559	-	14,15	28N	114W	04/13/1978	-	-
49-023	78005G1	NA	TRUNK A, CPS 1410	W62848	-	MANY	22N,23N	112W,113W	02/02/1979	-	-
49-037	78016G1	-	USA 1	W62917	-	5	24N,25N	111W	01/23/1979	-	-
49-037	78016G2	-	USA 1	W69593	SE	35	25N	111W	01/10/1980	-	-
49-037	78025	90988	LINCOLN RD 12	W62944	SE	17	24N	111W	03/23/1979	-	-
49-037	78028	NA	LAT A5	W62944	-	16,17,8	24N	111W	03/23/1979	-	-
49-037	78029	-	LINCOLN RD 6	W62944	SW,NW,SE	16	24N	111W	03/23/1979	-	-
49-037	78046	NA	LAT B-1	W62914	-		24N,25N	109W,110W	01/19/1979	-	-
49-037	78047	NA	TRUNK B	W62900	-	MANY	24N	110W,111W	01/23/1979	-	-
49-023	78051	90626	SHUTE CREEK #3	WYW62842	SE	30	23N	112W	02/01/1979	-	-
49-023	78052	90625	SHUTE CREEK #2	WYW62843	NW	31	23N	112W	02/02/1979	-	-
49-037	78054	NA	LAT B-2	W62885		MANY	24N-25N	110W	01/16/1979	-	-
49-037	78056	90635,90633	FED 32-27	W62888	NW,NE	27	25N	110W	01/22/1979	-	-
49-037	78057	90634,90623	FED. 32-22	W62886	NE	22	25N	110W	01/22/1979	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	78065	NA	LATERAL A-3	W82670	_	MANY	24N	110W,111W	12/06/1983	_	_
49-035	78094G2	90604	B C FED #2-23	W63520	_	15,22,23	27N	112W	07/28/1978	_	_
49-023	78156G3/A	NA	TRUNK A	WYW63845	_	MANY	19N	112W	09/25/1978	_	_
49-037	78156G3/B	NA	TRUNK A	WYW63845	_	MANY	19,20,21N	111W,112W	09/25/1978	_	_
49-037	78157G2/A	NA	LATERAL A-1	W63843	SW,NW	14	20N	112W	10/04/1978	_	_
49-023	78157G2/B	NA	LATERAL A-1	WYW63843	_	16	20N	112W	10/04/1978	_	_
49-037	78158G1/B	NA	LATERAL A-2	WYW63842	_	34	21N	111W	10/02/1978	_	_
49-037	78158G1/C	NA	LATERAL A-2	WYW63842	_	36	21N	11W	10/02/1978	_	_
49-037	78158G1/A	NA	LATERAL A-2	WYW63842	_	32	21N	11W	10/02/1978	_	_
49-037	78160G1	90662	SEVENMILE GULCH #3	WYW63844	_	36	21N	111W	10/04/1978	_	_
49-035	78223	90595	BELCO S #24-26	WYW65435	_	28	30N	113W	01/15/1979	_	_
49-035	78233	90608	TIP TOP F 75 32 G	W64376	_	33,32	29N	113W	08/22/1978	_	_
49-035	78234	90619	TIP TOP F 44 7	W65014	SE	7	28N	113W	11/02/1978	_	_
49-023	78235G3/C	NA	LAT A-3	W64694	SE,SW	10	19N	113W	03/18/1980	_	_
49-023	78235G3/A	NA	LAT A-3	W64694	SE,SW	8	19N	112W	03/18/1980	_	_
49-023	78235G3/B	NA	LAT A-3	W64694	MANY	12	19N	113W	03/18/1980	_	_
49-023	78237G1	90697	AMOCO-WILSON RANCH #4	W64694	NW,SW	10	19N	113W	03/18/1980	_	_
49-037	78275G2	90676	CHAMPLIN #356 A-1	WYW64691	_	8	18N	111W	11/26/1979	_	_
49-037	78278G2	NA	LAT B-7, P/L XING #1-20 MS	W64691	_	18,20,28	18N	111W	11/26/1979	_	_
49-037	78294G1	NA	LATERAL B-1	W65012	_	10,12	18N	112W	08/28/1978	_	_
49-035	78300	90602	N LABARGE #25-5	W65436	SE	5	27N	113W	01/15/1979	_	_
49-035	78301	90600	BELCO FET S 26	W65437	_	34,33	30N	113W	01/15/1979	_	_

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49-035	78311	90628	B C FED 10 19	W65100	_	25,24,19	27N	111W,112W	05/03/1979	_	_
49-023	78312	90629,45039	B C FED 10 30, TERRA RES MS	W65101	_	MANY	27N	111W,112W	04/18/1979	_	_
49-037	78314	90728	LINCOLN RD 11	W85015	NE,NW	29	24N	111W	03/15/1979	_	_
49-023	78324G1	90689	WHISKEY BUTTES #13	WYW71214C	_	2	21N	112W	10/31/1980	_	_
49-023	78325G2	90685	WHISKEY BUTTES #6	WYW71214D	_	10	21N	112W	10/31/1980	_	_
49-037	78327G2/C	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-037	78327G2/A	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-037	78327G2/B	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-023	78346G1	90696	WHISKEY BUTTES #8	WYW71214A	_	2	21N	112W	10/21/1980	_	_
49-023	78347G2	90664	WHISKEY BUTTES #5	W70329	SE,SW	14	21N	112W	06/17/1980	_	_
49-023	78352G1	90684	WHISKEY BUTTES #4	WYW7124L	_	28	21N	112W	10/31/1980	_	_
49-035	78355	90601	BELCO BNG 103 33	W65438	NW,SW	33	28N	113W	05/29/1979	_	_
49-023	78357	NA	ACCESS ROAD TO S.C. C/S	WYW65076		5,6	22N	113W	04/24/1979	_	_
49-023	78360	90778	STEED CYN UNIT 5 14	W65320	_	14,13,11	26N	112W	08/13/1979	_	_
49-023	78361	NA	ACCESS ROAD TO TKB C/S	WYW65075		8,9	24N	111W	01/12/1979	_	_
49-037	78365	90987	ENERGETICS FED #32-33	W65316	NE	33	26N	110W	11/26/1979	_	_
49-035	78367	90630	N LABARGE UNIT #26-9	LEASE RIGHTS	SW	9	27N	113W	05/23/1979	_	_
49-023	78377	90777	STEAD CYN UNIT 3 13	W65320	SW	13	26N	112W	08/13/1979	_	_
49-023	78378	NA	LAT A-25	W65320	_	15,14,13	26N	112W	08/13/1979	_	_
49-035	78393G2	NA	LAT N-22 (ISENHOUR)	W65031	_	18,17	29N	112W	11/06/1978	_	_
49-037	78395	NA	LATERAL A-4	W69593	_	MANY	24N,25N	111W	01/10/1980	_	_
49-037	78400G1	NA	LATERAL A-8	WYW66349	_		20N	111W-112W	11/26/1979	_	_

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49-023	78403G2/B	90729	FABIAN DITCH #1-34	WYW65826	_	34	20N	112W	11/26/1979	_	_
49-037	78403G2/A	90729	FABIAN DITCH #1-34	WYW65826	_	34	20N	112W	11/26/1979	_	_
49-037	78617	NA	LAT B2 EXT 1	W65316		3,10,15	25N	110W	11/26/1979	_	_
49-035	78467	90769	BELCO PET S 31 28	W66321	NW	28	30N	113W	05/15/1979	_	_
49-035	78469	90614	BELCO PET S 28 20	W66322	NE	28	30N	113W	05/15/1979	_	_
49-035	78470	_	BELCO PET S 29 27	W66323	SW	27	30N	113W	05/15/1979	_	_
49-035	78471	90613	BELCO PET S 27 33	W66324	NE	33	30N	113W	05/15/1979	_	_
49-041	78514G2/X	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/D	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/P	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/B	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/Z	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/M	NA	INST & TELEMETER FAC SITE	W65918	_	18	17N	117W	02/23/1982	_	_
49-041	78514G2/I	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/C	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/N	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/E	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/J	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/O	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	-	_
49-023	78514G2/A	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/K	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/F	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_

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49-023	78514G2/G	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/S	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/U	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-023	78514G2/H	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/L	NA	RYCKMAN PAINTER MTR & DEHY FAC	W65918	-	6	15N	119W	02/23/1982	-	-
49-041	78514G2/Q	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/V	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980		
49-041	78514G2/Y	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/R	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/W	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78514G2/T	NA	PAINTER RES TRUNK A	W65918	-	MANY	15N-20N	115W-119W	06/18/1980	-	-
49-041	78515G1/A	NA	RYCKMAN CK LAT A-1	W65918	-	14,18	17N	117W,118W	06/18/1980	-	-
49-041	78515G1/B	NA	RYCKMAN CK LAT A-1	W65918	-	14,18	17N	117W,118W	06/18/1980	-	-
49-041	78515G1/C	NA	RYCKMAN CK LAT A-1	W65918	NE,NW	18	17N	118W	06/18/1980	-	-
49-023	78617	90688	WHISKEY BUTTES #12	WYW71214H	-	22	21N	112W	10/31/1980	-	-
49-023	78618G1	90691	WHISKEY BUTTES #16	WYW71214K	-	24	21N	112W	10/31/1980	-	-
49-037	78632	P&A (KEEP RIGHTS)	FONTENELLE #1	W66849	-		24N	111W,112W	10/12/1979	-	-
49-035	78653G2	90631	FOGERTY CK #10-8	W66850	-	4,9,8	26N	114W	05/15/1979	-	-
49-023	78671G1	90687	WHISKEY BUTTES #9	WYW71214I	-	22	21N	112W	10/31/1980	-	-
49-023	78672	90690	WHISKEY BUTTES 14	W71214B	SW	2	21N	112W	10/31/1980	-	-
49-023	78673G2	90692	WHISKEY BUTTES #17	WYW71214E	-	12	21N	112W	10/31/1980	-	-
49-023	78706G2	90699	WILSON BRANCH #7A	WYW66596	NENE	30	19N	112W	11/26/1979	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	78706	90745	WILSON RANCH #8	WYW66597	_	8	19N	112W	11/26/1979	_	_
49-023	78707G2	90718	WHISKEY BUTTES #20	WYW71214G	_	16	21N	112W	10/31/1980	_	_
49-023	78708	90696	WHISKEY BUTTES #23	WYW71214J	_	24	21N	112W	10/31/1980	_	_
49-041	78713G2	91215,90714	AMOCO CHAMPLIN 186 F-1	WYW65321	_	30,32	19N	112W	02/11/1980	_	_
49-023	78715G1	90751	CHAMPLIN #149 G-1	WYW66354	_	32	19N	112W	11/26/1979	_	_
49-035	78738	90844	TIP TOP 72-20G	LEASE RIGHTS	SE,NE	20	29N	113W	05/04/1979	_	_
49-035	78739	90979 (P&A)	TIP TOP 22-28G	LEASE RIGHTS	NW	28	29N	113W	05/04/1979	_	_
49-035	78740	90672	TIP TOP T32-6G	LEASE RIGHTS	SW,NW	33,6	29N,28N	113W	05/04/1979	_	_
49-035	78848	90737	B C FED #10-5	W67824	NW	5	27N	111W	10/29/1979	_	_
49-035	78851	90644	FED #10-29	W67824	SE,SW,NW	29	27N	111W	10/29/1979	_	_
49-035	78852	90647	FED #40-29	W67824	NW,NE,SE	33,32,29	27N	111W	10/29/1979	_	_
49-035	78853	90645	FED #40-30	W67824	SE	30	27N	111W	10/29/1979	_	_
49-035	78854	90646	FED #40-32	W67824	SE	32	27N	111W	10/29/1979	_	_
49-037	78903G1	NA	LATERAL A-7	W67299	_	8,18,14	20N	111W,112W	11/27/1979	_	_
49-035	78935	NA	CPS #1309 AND LAT A-10	W063337	_		28N,27N	113W	01/17/1980	_	_
49-023	78944G2	90854	WILSON RANCH #14	WYW67936	NW,NW	32	20N	112W	10/28/1980	_	_
49-023	78945G2	90719	WHISKEY BUTTES #25	W71214	NE	28	21N	112W	10/31/1980	_	_
49-023	78947	90788 (P&A)	TAP ON MOXA	WYW72516	SE,SW	6	20N	112W	11/06/1991	_	_
49-023	78953G2	90772	WHISKEY BUTTES #32	WYW71214L	NE,SE	20	21N	112W	11/18/1991	_	_
49-023	78954	90955	AMOCO-WHISKEY BUTTES #33	W79620	SW,SE	20	21N	112W	05/12/1982	_	_
49-023	78955G1	90859	AMOCO WHISKEY BUTTES #34	WYW67876	SW	8	21N	111W	01/25/1980	_	_
49-037	78958G1	90724	SEVEN MILE GULCH #8	WYW63843	NW,SE,SE	16	20N	112W	05/16/1991	_	_

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49-037	78959	90752	SEVEN MILE GULCH #9	LEASE RIGHTS	NE,SW	16	20N	112W	07/10/1980		LR
49-037	78962G1	90863,90779	AMOCO CHAMPLIN 206 C#1	WYW67876	SW	12	18N	112W	02/25/1980	-	-
49-037	78963G1	90734	AMOCO-CHAMPLIN 206 D#1	WYW67876	NE,NW	12	18N	112W	02/25/1980	-	-
49-037	78966G2	90681	CHAMPLIN #285 E-1	WYW67936	-	36	20N	112W	05/28/1980	-	-
49-037	78967G1	90735	AMOCO CHAMPLIN 285 F#1	WYW67876	SW	36	20N	112W	02/25/1980	-	-
49-037	78968G1	90716	CHAMPLIN #326 D-1	WYW67936	-	24	20N	112W	05/28/1980	-	-
49-037	78973G2	90856,90898	AMOCO BERKLEY FED #1	W67936	NE,SW	24	18N	113W	05/27/1980	-	-
49-037	79011	-	DEVON FEDERAL #1-24	WYW67876	SW	24	20N	112W	02/25/1980	-	-
49-037	79041	91006	ENERGETICS FED #31-3	W65316	NW,NE	3	25N	110W	11/26/1979	-	-
49-037	79042	90989	ENERGETICS FED #32-10	W65316	NW,NE	10	25N	110W	11/26/1979	-	-
49-037	79043	90643	ENERGETICS FED #32-15	W65316	NE	15	25N	110W	11/26/1979	-	-
49-037	79044	-	ENERGETICS FED #32-23	W65316	NE,NW,NE	22,23	25N	110W	11/26/1979		
49-037	79045	91004	ENERGETICS FED #32-34	W65316	NW,NE	34	26N	110W	11/26/1979	-	-
49-037	79055	90827	AMOCO FABIAN DITCH #2-2 W.L.	W70898	SW	2	19N	112W	05/21/1980	-	-
49-023	79056	90758	AMOCO SHUTE CK UNIT #1	W67916	SE	32	23N	112W	06/27/1980	-	-
49-035	79116	90658	CHIMNEY BUTTE #20-34	LEASE RIGHTS	NE,NW	33,34	28N	113W	05/14/1980	-	-
49-023	79120G2	NA	LAT A-12	WYW67936	-	-	19,20N	112,113W	10/12/1979	-	-
49-023	79120G3/B	NA	LAT A-12 EXTENSION	WYW119921	NW,SW	14	20N	113W	12/11/1990	-	-
49-023	79120G3/C	NA	LAT A-12 EXTENSION	WYW119921	SW	24	20N	113W	12/11/1990	-	-
49-023	79120G3/D	NA	LAT A-12 EXTENSION	WYW119921	NE,NE	36	20N	113W	12/11/1990	-	-
49-023	79120G3/A	NA	LAT A-12 EXTENSION	WYW119921	SE,NE	6	19N	112W	12/11/1990	-	-
49-023	79137G1	90759	WHISKEY BUTTES #35	WYW67936	NE,NE,SW	32	21N	112W	09/03/1980	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	79142G1/C	NA	LATERAL A-13	WYW72516	SE	6	20N	112W	01/16/1981	_	_
49-023	79142G1/A	NA	LATERAL A-13	WYW72516	NW	16	20N	112W	01/16/1981	_	_
49-023	79143G1/B	NA	LATERAL A-13	WYW72516	NE,SE	8	20N	112W	01/16/1981	_	_
49-037	79154	_	FEDERAL #32-9	W65316	NW	9	24N	110W	11/26/1976	_	_
49-035	79158	90971	FED #23-14	W69593	SW	14	25N	111W	01/10/1980	_	_
49-023	79160G2	90774	WILSON RANCH #15	WYW67936	SWNW,NSW	32	20N	112W	09/03/1980	_	_
49-041	79184G1	NA	WHITNEY CYN LAT A2	W69272	_	MANY	17N	118,119W	02/06/1980	_	_
49-023	79198	90773	WHISKEY BUTTES #39	LEASE RIGHTS	SE,SE	36	21N	112W	09/03/1980	_	_
49-023	79237G1	90650	GRBU #65-14	W71178	SW	14	26N	113W	05/07/1980	_	_
49-023	79238	90651	GRBU #64-11	W71178	SW,SE	2,11	26N	113W	05/07/1980	_	_
49-035	79239G2	90652	GRBU #63-35	W71206	NE	35	27N	113W	10/08/1980	_	_
49-035	79249	90653	GRBU #60-17	LEASE RIGHTS	SE,SW	18,17	27N	112W	06/12/1979	_	_
49-035	79250	90765	GRBU #67-6	LEASE RIGHTS	SW	6	27N	112W	08/28/1979	_	_
49-037	79302	91193	LINCOLN RD 7	W70599	NW	10	24N	111W	06/03/1980	_	_
49-023	79303	90722	LAWLER FEDERAL #1-32	WYW66354		32	I9N	112W	11/26/1979	_	_
49-035	79319	90656	GRBU #68-30	W71178	_	30	27N	112W	05/07/1980	_	_
49-035	79320	90655	GRBU #69-19	W71178	NE,NW	19	27N	112W	05/07/1980	_	_
49-023	79328	NA	LATERAL A-1	W67916	_	30,32	23N	112W	06/27/1980	_	_
49-023	79407G1	NA	LAT. A-14	LEASE RIGHTS	NE,NE	32	21N	112W	12/08/1980	-	-
49-037	79426G2	46030	STAUFFER EXCHANGE METER	WYW69515	SW	32	21N	111W	09/12/1979	_	_
49-037	79440G2	91023	BRUFF FED #1	W82569	NW	24	18N	112W	07/13/1983	_	_
49-037	79482G1	NA	LAT A-15	W75547	SW	18	19N	111W	06/17/1981	_	_

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	79500	90786	PETRO LEWIS - SPUR CREEK 16-26	W69603	-	24,23,26	27N	112W	02/05/1980	-	-
49-037	79562	90723	ENERGETICS-FED 32-28	W69605	-	27,28	25N	110W	02/28/1980	-	-
49-035	79588	90802	TIP TOP-22-17G	LEASE RIGHTS	SW,NW	8,17	28N	113W	10/17/1980	-	-
49-035	79595G2	90747	ELBU #25-32	W71206	SE	32	27N	112W	10/08/1980	-	-
49-037	79597G2	90925	WHISKEY BUTTE FED 1-6	W70250	SW	6	21N	111W	08/01/1980	-	-
49-035	79704	90776	GRBU #70-19	LEASE RIGHTS	SE,SW	19	27N	112W	10/26/1979	-	-
49-035	79853	90768	NLBU #27-17	LEASE RIGHTS	NW	17	27N	113W	12/06/1979	-	-
49-035	79854	90761	CHIMNEY BUTTE #22-35	LEASE RIGHTS	SE.SW	35	28N	113W	12/06/1979	-	-
49-037	79881	90771	CHRISTMANN 1-36 STATE	W67936	SE/SW	36	20N	112W	05/28/1980	-	-
49-035	79904	90785	RED HILL #1-18	LEASE RIGHTS		7,18	27N	112W	01/21/1980	-	-
49-035	79918	NA	LAT A-27	W79481	-	MANY	27N	111W	05/05/1982	-	-
49-035	79919	90792	FED #40-6	LEASE RIGHTS	SW,NE	6,7	27N	111W	07/28/1980	-	-
49-023	79920	90793	FED #40-7	LEASE RIGHTS	SE	7	27N	111W	07/28/1980	-	-
49-023	79921	90790	FED #10-8	LEASE RIGHTS	-	7,8	27N	111W	07/28/1980	-	-
49-023	79923	90791	FED 10-17	LEASE RIGHTS	-	20,17	27N	111W	07/28/1980	-	-
49-035	79924	-	FED 40-19 CANCELLED	W81078	SE	19	27N	111W	08/31/1982	-	-
49-035	79925	90757 P&A	FED #10-20	LEASE RIGHTS	NE,NW	19,20	27N	111W	03/20/1980	-	-
49-037	79953	90810,90853	AMOCO-KOBUS FED. #1	LEASE RIGHTS	NW	12	18	112W	10/02/1980 LR	-	-
49-023	79957	90814	AMOCO-WHISKEY BUTTES #45	LEASE RIGHTS	NW,NE	7	22N	111W	10/28/1980	-	-
49-023	79958G1	90760	AMOCO-WHISKEY BUTTES #41	LEASE RIGHTS	SW	26	21N	112W	10/28/1980	-	-
49-023	79959	90775	WILSON RANCH #16	LEASE RIGHTS	-	6	19N	112W	10/28/1980		LR
49-023	79960G1	90807	AMOCO-WILSON RANCH #19	LEASE RIGHTS	SE	36	20N	112W	10/28/1980		LR

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49-037	80002	90805	CHRISTMANN FED #1-6	WYW71183	NW,SE	6	19N	111W	05/17/1991	_	_
49-037	80003G1	90787	CHRISTMAN FED #1-26	WYW119917	SW	26	20N	112W	05/01/1992	_	_
49-035	80024/A	90749	FED #30-4	W71912		34	27N	111W	10/31/1980	_	_
49-023	80024/B	90749	FED #30-4	W71912		3,4	26N	111W	10/31/1980	_	_
49-035	80025	90744	FED #10-32	LEASE RIGHTS	NW	32	27N	111W	03/20/1980		LR
49-035	80035G1	90795	ELBU #29-28	LEASE RIGHTS	NE	28	27N	112W	09/16/1980		LR
49-023	80041	90750	UNC-LAWLER FED-1-30	LEASE RIGHTS	NW	30	19N	112W	06/25/1980		LR
49-041	80043G1	90808	MATHERLY FED 1-6	W71736	_		17N,18N	112W	09/29/1980	_	_
49-035	80066	90764	FED #40-20	LEASE RIGHTS	NW,NE,SE	20	27N	111W	07/29/1980		LR
49-035	80076	90824	BELCO C-72-25	LEASE RIGHTS	SE	25	28N	113W	12/11/1980		LR
49-037	801022	90882	C & K SEVEN MILE GULCH #13	WYW75429	SW	2	20N	112W	10/07/1981	_	_
49-037	801047/A	NA	SALT WELLS COMP SITE ACCESS RD	W73396	_	MANY	14N	102W,103W	05/14/1981	_	_
49-037	801047/B	NA	SALT WELLS COMP. STA.	W73396	NW	14	14N	103W	05/14/1981	_	_
49-035	80140G1	90796	ELBU #30-21	LEASE RIGHTS	NE	28	27N	112W	10/02/1980		LR
49-037	80152	90830	MARATHON-LINCOLN RD 10	W114249	NE,NW	20	24N	111W	02/10/1981	_	_
49-035	80153G1	90782	ELBU #32-33	LEASE RIGHTS	NW	33	27N	112W	09/04/1980		LR
49-037	80159	90909	LINCOLN ROAD 8	W114248	_	34,35	25N	111W	11/02/1981	_	_
49-035	80166G1	90818	GRBU #73-17	LEASE RIGHTS	NW	17	27N	112W	12/12/1980		LR
49-035	80167	90784	GRBU #74-31	LEASE RIGHTS	SW	31	27N	112W	09/04/1980		LR
49-035	80169	90783	GRBU #72-27	LEASE RIGHTS	NW,NE,SE	27	27N	113W	08/28/1980		LR
49-037	80172G1	90934	DEVON CORP. FED 1-20	LEASE RIGHTS	SE	20	20N	111W	03/15/1982		LR
49-023	80183	NA	CPS 1322	WYW72494	NE	16	20N	112W	12/02/1980	_	_

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49-037	80212	90756	AMOCO, HARRINGTON FED #1	LEASE RIGHTS	NE	5	22N	111W	10/16/1980		LR
49-037	80225	90833	M B FED 32-26	W114245	–	22,27,26	25N	110W	02/26/1981	–	–
49-035	80232	90794	CHAMBERS FED #24-8	W71910	–	16,17,8	30N	113W	10/30/1980	–	–
49-041	80250G1	90770	AMOCO-CHAMPLIN 228 B-1	W72693	–	24,26	18N	113W	02/11/1981	–	–
49-037	80253	90800	TMT OIL-STATE 32-16	W72281	–	16,15	25N	110W	10/22/1980	–	–
49-037	80295G1	90876	MARATHON-FABIAN DITCH 3-32	WYW67936B	SW	32	20N	111W	12/17/1980	–	–
49-037	80452G1	90848	GRANGER #2	WYW72557	NE,NW,SW	28	20N	111W	01/20/1981	–	–
49-035	80610	90998	FED #10-27	W71911	SE,SW,NW	27	26N	111W	10/30/1980	–	–
49-035	80513G1/B	NA	LAT A-27 EXT #3	W81076	–		27N,28N	111W	08/31/1982	–	–
49-035	80513G1/A	NA	LATERAL A-27 EXT #3	W77003	NE,NW	6	27N	111W	09/25/1981	–	–
49-035	80513G4	NA	LAT A-27 EXT#3	W81120	SE	25	28N	112W	11/12/1982	–	–
49-037	80622G1	90843	CHRISTMANN 1-16	LEASE RIGHTS	NW	16	18N	111W	11/25/1980		LR
49-023	80627	90890	BELCO BNG 110-9	W77035	NW	9	26N	113W	09/19/1981	–	–
49-023	80650	90941	BELCO BBG #111-4	W79568	NW	4	26N	113W	04/20/1982	–	–
49-035	80651	90887	BELCO GRBU 76-14	W75450	NE	14	26N	113W	05/28/1981	–	–
49-023	80724	NA	CPS 1352	WYW72541	NE	32	20N	115W	01/08/1981	–	–
49-041	80725	NA	CPS 1353	WYW72541	NE	18	17N	117W	01/08/1981	–	–
49-037	80780	90835	ENERGETICS - FED 41-21	W114251	–	21,16	25N	110W	02/26/1981	–	–
49-037	80781	90837	ENERGETICS - FED 44-9	W114250	–	9,16	25N	110W	05/01/1981	–	–
49-035	80881	90919	APACHE O&G BIRD CYN 3-14	W77721	–	14,15	27N	112W	11/25/1981	–	–
49-035	80882	90847	APACHE O&G BIRD CYN 1-23	LEASE RIGHTS	SE	23	27N	112W	05/17/1981		LR
49-041	80911/A	94176	AMOCO-CDP #1 METER STATION	WYW79481	NE	25	27N	112W	11/13/1991	–	–

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49-035	80911	NA	LAT A-27 LOOP	W79481	_	19,24,25	27N	111W	05/05/1982	_	_
49-023	80916G1	NA	TK A EXT #1	W75548	_	MANY	23N	112W	05/28/1981	_	_
49-035	80918G1	NA	LATERAL A-26 LOOP	W74853	_	MANY	27N	112W	07/02/1981	_	_
49-035	80930	_	BROADHEAD FED HARRIS #1	W81077	SW	5	27N	111W	08/31/1982	_	_
49-035	80964	90891	BELCO CHAMBERS FED 2-17	LEASE RIGHTS	NW	17	30N	113W	04/20/1981		LR
49-035	80965G1	90928	BELCO S-32-33	LEASE RIGHTS	NE	33	30N	113W	02/03/1982		LR
49-035	81003	NA	CPS #1359 ON FED. 40-32	W75979	NE	32	27N	111W	08/18/1981	_	_
49-035	81079	90116	BELCO BWG 29	LEASE RIGHTS	NE	33	28N	113W	_		LR
49-035	81082	90917	BELCO C76-25	W77714	NW	25	28N	113W	12/01/1981	_	_
49-035	81095	90865	TEXACO LABARGE UNIT #7	W75449	NE	34	27N	113W	05/28/1981	_	_
49-037	81097	90972	LITTLE MONUMENT II #2	W79419	_	23,26,27	25N	111W	03/25/1982	_	_
49-023	811009	NA	CPS #1369	W79510	NE	32	21N	112W	05/12/1982	_	_
49-037	811016	NA	CPS 1381	W79509	SW	36	20N	112W	05/11/1982	_	_
49-041	811043G1	91184	CHAMPLIN 186 I-1	W94366	NW	24	18N	113W	12/16/1986	_	_
49-041	811056G1/A	NA	LIQUIDS LINE FROM PAINTER RES.	_	_	6,4	15N	119W	06/18/1980	_	_
49-041	811056G1/B	NA	LIQUIDS LINE FROM PAINTER RES.	_	_	6,4	15N	119W	06/18/1980	_	_
49-035	81117	90977	BELCO C77-23	W78502	NW	23	28N	113W	02/03/1982	_	_
49-035	81236G1	90931	BELCO ELBU 35-5	W77998	SE	5	26N	112W	12/15/1981	_	_
49-035	81237	90918	BELCO S-33-28	W77716	SW	28	30N	113W	12/01/1981	_	_
49-035	81238	90869	BELCO FIG FOUR FED #1-1	W77004	_	6,1	27N	111W,112W	09/25/1981	_	_
49-037	81244	90864	RAY FED #1-20	W75547	NW	20	19N	111W	06/17/1981	_	_
49-037	81245G1	90957	LANDSBERRY 1-30	W78563	NW	30	19N	111W	03/25/1982	_	_

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	81246G1	90913	FED #1-18	W75547	SW	18	19N	111W	06/17/1981	-	-
49-023	81416/B	90902	ANDERSON FEDERAL #1-18	WYW77058	SW	18	21N	111W	10/07/1981	-	-
49-037	81461/A	90902	ANDERSON FEDERAL #1-18	WYW77058	SE	18	21N	111W	10/07/1981	-	-
49-037	81570G1/D	NA	WHISKEY BUTTE CROSSOVER	WYW77059	W1/2	24	21N	112W	10/07/1981	-	-
49-037	81570G1	45016	MFS EXCHANGE #2	WYW77059	SW,SE	30	21N	111W	10/07/1981	-	-
49-037	81570G1/B	NA	WHISKEY BUTTE CROSSOVER	WYW77059	NW	12	21N	112W	10/07/1981	-	-
49-037	81570G1/C	NA	WHISKEY BUTTE CROSSOVER	WYW77059	NE	14	21N	112W	10/07/1981	-	-
49-037	81570G1/E	NA	WHISKEY BUTTE CROSSOVER	WYW77059	N1/2,SE	36	21N	112W	10/07/1981	-	-
49-037	81570G1/A	NA	WHISKEY BUTTE CROSSOVER	WYW77059	SE	30	21N	111W	10/07/1981	-	-
49-023	81640G1	NA	CPS #1361	WYW76246	NE	28	21N	114W	10/01/1981	-	-
49-023	81749	90942	BELCO ELBU #37-4	WYW78448	SE	4	26N	112W	01/14/1982	-	-
49-023	81816	90929	BELCO PETROSTEAD CYN UNIT 6-10	WYW79352	SE	10	26N	112W	03/25/1982	-	-
49-035	81879	90933	ENERGETICS FED 30-31	WYW78525	-	6,31	27N,28N	111W	01/27/1982	-	-
49-023	81880	90926	BELCO GRBU 82-6	WYW79347	SW	6	26N	112W	03/29/1982	-	-
49-023	81888	90912 (P&A)	AMOCO-SHUTE CR #9 WELL	WYW81027	-	-	22N	111W,112W	08/11/1982	-	-
49-035	81923G1	91237	ENERGETICS FED 10-31	WYW81076	SW,NW	31	28N	111W	08/31/1982	-	-
49-037	81924	-	ENERGETICS FED 10-4	WYW81078	-	3,4	26N	111W	08/31/1982	-	-
49-035	81925	90967	ENERGETICS FED 20-29	WYW79612	-	20,29	27N	111W	05/11/1982	-	-
49-035	81926	90966	ENERGETICS FED 20-17	WYW79611	-	8,17	27N	111W	05/11/1982	-	-
49-035	81927	90976	ENERGETICS FED 20-7	WYW81077	NE	7	27N	111W	08/31/1982	-	-
49-035	81928	90968	ENERGETICS FED 30-8	WYW80363	SW	8	27N	111W	06/25/1982	-	-
49-035	81929	91280	ENERGETICS FED 20-6	WYW81076	NE	6	27N	111W	08/31/1982	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
49-035	81930	91038	ENERGETICS-FED #30-5	WYW81077	SW	5	27N	111W	08/31/1982	-	-
49-035	81931	91192	ENERGETICS FED 30-20	WYW81078	-	19,20	27N	111W	08/31/1982	-	-
49-035	81932	-	ENERGETICS FED 30-19	WYW81079	NW,SW	19	27N	111W	08/31/1982	-	-
49-035	81933	90969	ENERGETICS FED 30-17	WYW80221	SW	17	27N	111W	05/11/1982	-	-
49-035	81934	91028	ENERGETICS FED 20-20	WYW81079	NE	20	27N	111W	08/31/1982	-	-
49-035	81935	91101	ENERGETICS FED 40-17	WYW81079	-	17,20	27N	111W	08/31/1982	-	-
49-035	81936	90965	ENERGETICS FED 30-28	WYW81078	SW	28	27N	111W	08/31/1982	-	-
49-035	81937	-	ENERGETICS FED 30-29	WYW81078	SW,SE	29	27N	111W	08/31/1982	-	-
49-035	81938	-	ENERGETICS FED 20-32	WYW81078	NE	32	27N	111W	08/31/1982	-	-
49-035	81939	-	ENERGETICS FED 20-30	WYW81078	NE	30	27N	111W	08/31/1982	-	-
49-035	81940	-	ENERGETICS FED 30-30	WYW87202	SW,SE	30	27N	111W	05/18/1985	-	-
49-037	81944	91005	FEDERAL #14-23	WYW81158	-	2326	25N	110W	03/09/1983	-	-
49-037	81945	90990	FEDERAL 42-17	WYW81107	-	16,17	25N	110W	11/02/1982	-	-
49-037	81946	91006	ENERGETICS-FED #31-3	WYW81159	NE,NW	3	25N	110W	04/13/1983	-	-
49-037	81947	91004	MCDONALD FEDERAL #32-34	WYW81167	-	33,34	26N	110W	03/09/1983	-	-
49-023	81974	91097	BELCO GRBU #7-11	WYW87286	SW	11	26N	113W	03/04/1985	-	-
49-023	82035	90911	BELCO STEAD CYN 7-10	WYW79352	SE,SW	10	26N	112W	03/25/1982	-	-
49-023	82036	90932	BELCO STEAD CYN 8-11	WYW79352	NW	11	26N	112W	03/25/1982	-	-
49-023	82037G1/B	90985	BELCO STEAD CYN 9-11	WYW81115	SW,NW	11	26N	111W	11/30/1982	-	-
49-023	82037G1/A	90985	BELCO STEAD CYN 9-11	WYW79352	-	10,11	26N	111W	03/25/1982	-	-
49-041	82090G1	90959	GRACE USA #1-12	WYW81036	SW	12	18N	113W	09/02/1982	-	-
49-041	82091G1	91119	BRUFF FEDERAL #1-14	WYW87841	SW,NW,NE	14	18N	113W	06/26/1984	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-041	82142G1	90960	GRACE USA 1-30	WYW81034	NE,NW	30	18N	112W	09/02/1983	-	-
49-041	82143G1	90958	GRACE USA #1-6	WYW81035	NW,NE	6	18N	112W	09/02/1982	-	-
49-041	82155G1	90910	AMOCO CHAMPLIN 370 B#1	WYW79607	-	12,14	17N	119W	05/12/1982	-	-
49-035	82166	90970	ENERGETICS FED 10-16	WYW81079	NW	16	27N	111W	08/31/1982	-	-
49-035	82167	-	ENERGETICS FED 20-16	WYW81079		8,9,16	27N	111W	08/31/1982	-	-
49-037	82193	90980	ENERGETICS SLATE CK FED 30-12	WYW81106	-	3,10-14	26N	111W	11/02/1982	-	-
49-035	82229	90974	B C OSPREY FED 40-28	WYW81078	SE	28	27N	111W	08/31/1982	-	-
49-035	82230	91033	HUSKEY BIRD CYN FED 4-33	WYW82634	NW	33	27N	111W	07/01/1983	-	-
49-037	82292	90992,90993	SEVEN MILE GULCH #14	WYW80897	NE,SE	10	20N	111W	12/13/1982	-	-
49-035	82451	90961	PRIMARY FUELS FED #20-24 MS	WYW81088	-	MANY	27N	110W	08/31/1982	-	-
49-023	82487G1	-	BELCO BIRD CYN 1-6	WYW81166	SW,SE	32	27N	111W	03/09/1983	-	-
49-037	82487G2	-	BELCO BIRD CYN 1-6	WYW82657	-	MANY	27N,26N	111W	08/16/1983	-	-
49-035	82530G1/D	NA	TRUNK A	WYW81001	-	MANY	31N	109W	08/19/1982	-	-
49-035	82530G1/F	NA	LATERAL A-6 EXT #1	WYW81001	-	-	28N,29N	111W,112W	08/19/1982	-	-
49-035	82530G1/I	NA	LATERAL A-6 EXT. #1	WYW81001	-	MANY	30N	110W,111W	08/19/1982	-	-
49-035	82530G1/A	NA	TRUNK A	WYW81001	NE	27	31N	110W	08/19/1982	-	-
49-035	82530G1/C	NA	TRUNK A	WYW81001	-		31N	109W,110W	08/19/1982	-	-
49-035	82530G1/E	NA	LATERAL A-6 EXT #1	WYW81001	-	9,10	28N	112W	08/19/1982	-	-
49-035	82530G1/H	NA	LATERAL A-6 EXT. #1	WYW81001	-	MANY	30N	111W	08/19/1982	-	-
49-035	82530G1/G	NA	LATERAL A-6 EXT. #1	WYW81001	-	19,20	29N	111W	08/19/1982	-	-
49-035	82582	91007	ENERGETICS FED 10-22	WYW81165	-	15,22	27N	111W	03/04/1983	-	-
49-035	82618	90975	LATL A-1 TIE INTO NEW FORK #1	WYW81191	NW,NE	MANY	30N	108W	11/04/1982	-	-

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49-035	82625G1/A	NA	LATERAL A-15 LOOP #1	WYW81020	NE	31	27N	112W	09/22/1982	-	-
49-035	82625G1/C	NA	LATERAL A-15 LOOP #1	WYW81020	SW,SE,NE	20	27N	112W	09/22/1982	-	-
49-035	82625G1/B	NA	LATERAL A-15 LOOP #1	WYW81020	NE	30	27N	112W	09/22/1982	-	-
49-035	82626G1/A	NA	LATERAL A-1, LOOP 2	WYW81002	NW,NE	31	27N	112W	09/22/1982	-	-
49-035	82627G1	NA	LAT A-26 LOOP #2	WYW81081	-	MANY	27N	112W	08/31/1982	-	-
49-035	82646	91031	BELCO 8-34-34	WYW82497	SW	34	30N	113W	03/25/1983	-	-
49-035	82648	NA	LATERAL A-31	WYW67824	-	MANY	27N	111W	10/29/1979		
49-035	82649	NA	LATERAL A-26	WYW67824	4,5	27N	111W	10/29/1979		-	-
49-023	82666G1	NA	TRUNK A	WYW81068	-	-	22N,23N	113W-115W	02/02/1983	-	-
49-035	82667G1	NA	LATERAL A-1	WYW81010	-	2,3,11	31N	109W	09/22/1982	-	-
49-035	82667G6	NA	LATERAL A-1 PORTION 3	WYW82525	-	MANY	30N	108W	08/18/1983	-	-
49-023	82668	90983	HORSE TRAP #1	WYW81068	NE	26	23N	115W	02/02/1983	-	-
49-023	82715	91436	SEVEN MILE GULCH #16	WYW82580	SW,SE	22	20N	112W	11/04/1983	-	-
49-037	82716	91067	STRANGE USA #1-22	WYW86501	NE	22	20N	112W	10/24/1983	-	-
49-037	82718	90988	ENSTAR PETRO-LINCOLN RD #12	WYW81118	NW,SW	10	24N	111W	11/12/1982	-	-
49-035	82784	90973	ENERGETICS OSPRY PRS FED 20-28	WYW81119	SW,SE,NE	SW,SE,NE	27N	111W	11/12/1982	-	-
49-035	82815	91107	BELCO FIG FOUR CYN 2-12	WYW81153	-	7,12	27N	111W,112W	04/13/1983	-	-
49-037	82838	-	ENERGETICS BIRD CYN FED 20-24	WYW81157	NE	4	26N	111W	01/26/1983	-	-
49-037	82939	90999	ENRGTCS-LITTLE MONUMENT #20-27	WYW81160	NE	27	25N	111W	04/12/1983	-	-
49-037	82940	91001	ENERGETICS-LTL MONUMENT #20-28	WYW81160	NE	28	25N	111W	04/12/1983	-	-
49-037	82941	91003	ENERGETICS LITTLE MON. #30-28	WYW81160	-	27,28	25N	111W	04/12/1983	-	-
49-037	82942	91002	ENERGETICS-LITTLE MON. #30-22	WYW81160	-	22,27,28	25N	111W	04/12/1983	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	82944	90995	ENERGETICS CONDOR FED 30-33	WYW81156	-	32,33	27N	111W	04/12/1983	-	-
49-023	82945	91018	ENRGTCS TRI CNTY NAW FED 10-5	WYW81166	-	5,32	26N	111W	03/09/1983	-	-
49-035	82948	90996	ENERGETICS CRANE PROS FED 10-9	WYW81164	-	4,9	27N	111W	03/09/1983	-	-
49-035	82949	90997	ENERGETICS EXPOSITO FED 10-32	WYW81163	-	5,32	28N	111W	03/09/1983	-	-
49-035	82950	91011	ENERGETICS FED 20-1	WYW81154	NE	1	27N	112W	01/26/1983	-	-
49-035	82951	91017	ENERGETICS FED 30-1	WYW81153	-	12,1,11	27N	112W	04/13/1983	-	-
49-037	82974	90998	ENERGETICS FED 10-27	WYW82599	NW	27	26N	111W	04/13/1983		
49-037	82975	90994	ENERGETICS FED 40-28	WYW82599	SE	15	26N	111W	04/13/1983	-	-
49-037	82976	91024	BARBARA FED 30-23	WYW82628	SE,SW	22,23	26N	111W	06/14/1983	-	-
49-037	82979G1	91089	AMOCO CHAMPLIN 7-1	WYW82656	-	8,20	20N	102W	09/26/1983	-	-
49-035	830015	NA	CPS #1393	WYW81169	NE	7	27N	111W	03/04/1983	-	-
49-035	830040/B	91035	CHRISTMAN URC #1-20	WYW82527	NW	21	30N	113W	09/01/1983	-	-
49-035	830040/1	91035	CHRISTMAN URC #1-20	WYW82520	-	20,21	30N	113W	08/03/1983	-	-
49-035	830045	NA	CPS #1398	WYW82498	NW	20	29N	111W	03/25/1983	-	-
49-037	830046	91010	BLUE FOREST #30-5	WYW81172	SE,SW	5	24N	110W	04/13/1983	-	-
49-037	830047	91016	BLUE FOREST 30-2	WYW82598	-	11,2	24N	110W	04/13/1983	-	-
49-023	830050	91053	ENERGETICS FED #40-6	WYW82657	-	6	26N	111W	08/16/1983	-	-
49-037	830051	91019	ENERGETICS HAUN FED #10-9	WYW81173	-	4,9	26N	111W	04/12/1983	-	-
49-035	830052/A	91020	ENERGETICS HANSEN FED 20-5	WYW81174	SW,SE	32	27N	111W	04/12/1983	-	-
49-023	830052/B	91020	ENERGETICS HANSEN FED 20-5	WYW81174	NE	5	26N	111W	04/12/1983	-	-
49-037	830054	91021	LITTLE MONUMENT 20-21	WYW82591	NW,NE	21	25N	111W	04/12/1983	-	-
49-037	830055	91022	LITTLE MONUMENT 30-21	WYW82591	NW,SW	21	25N	111W	04/12/1983	-	-

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49-037	830056	91043	LITTLE MONUMENT 20-26	WYW82591	_	23,26	25N	111W	04/12/1983	_	_
49-037	830057	91071	LITTLE MONUMENT 30-23	WYW82591	SW	23	25N	111W	04/12/1983	_	_
49-037	830059	91059	LITTLE MONUMENT 30-10	WYW82591	SW,SE	10	25N	111W	04/12/1983	_	_
49-037	830060	RETAIN RIGHTS	LITTLE MONUMENT 30-15	WYW82591	SW	15	25N	111W	04/12/1983	_	_
49-037	830061	91025	LITTLE MONUMENT 20-22	WYW82591	_	15,16,22	25N	111W	04/12/1983	_	_
49-037	830062	91026	LITTLE MONUMENT 20-16	WYW82591	NE	16	25N	111W	04/12/1983	_	_
49-037	830063	91027	LITTLE MONUMENT 30-16	WYW82591	SW,SE	16	25N	111W	04/12/1983		
49-037	830064	NA	ENERGETICS LT. MON. 11 #20-12	WYW82616	_	11,12,14	25N	111W	07/20/1983	_	_
49-037	830066	91064	ENERGETICS LT MON 11 #20-13	WYW82616	SW,NE	12,13	25N	111W	07/20/1983	_	_
49-037	830071	91060	LITTLE MONUMENT FED #30-11	WYW82654	_	10,11	25N	111W	07/13/1983	_	_
49-037	830074	NA	LATERAL A-4, EXT. #1	WYW82591	_	10,14,15	25N	111W	04/12/1983	_	_
49-037	830075	NA	LATERAL A-6	WYW82591	_	MANY	25N	111W	04/12/1983	_	_
49-035	830076G1	91126	DMND SHMRK DSC SPLT RVR 31-2	WYW87203	_	2,25,35	27N,28N	112W	06/15/1984	_	_
49-035	830119	91051	ENERGETICS CHORNEY FED 30-21	WYW82512	_	29,28,21	28N	111W	08/03/1983	_	_
49-023	830120	91038	ENERGETICS HAUN FED 30-5	WYW82615	NW,SW	5	26N	111W	05/13/1983	_	_
49-037	830121	91037	ENERGETICS HANSEN FED 10-17	WYW82622	_	9,8,17	26N	111W	08/31/1983	_	_
49-035	830122	91359	ENERGETICS FED #10-1	WYW82613	NE,NW	1	27N	112W	07/20/1983	_	_
49-037	830123	91098	EAST STORM SHELTER UNIT #1	WYW87139	_		23N,24N	110W	12/06/1983	_	_
49-035	830124G1	NA	LATERAL A-33	WYW82500	_	MANY	28N	111W	05/25/1983	_	_
49-035	830125	91055	ENERGETICS ESPOSITO FED 10-20	WYW82514	_	19,20	28N	111W	08/03/1983	_	_
49-035	830126	91034	ENERGETICS ESPOSITO 40-20	WYW82501	_	20	28N	111W	05/26/1983	_	_
49-035	830127	91052	ENERGETIC ESPOSITO FED 40-29	WYW82597	NE,SE	29	28N	111W	05/11/1983	_	_

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49-037	830132	NA	CPS #1409	WYW82602	NE	3	26N	111W	07/15/1983	_	_
49-037	830144G1	91015	MERWIN 1-32	WYW82552	NE,NW	6	18N	111W	05/05/1983	_	_
49-023	830155	91044	ENERGETICS-YATES FED #30-29	WYW82662	SW,NW	29	25N	111W	08/17/1983	_	_
49-023	830160	NA	CPS #1416	WYW82618	NE	15	26N	112W	06/06/1983	_	_
49-037	830206	91099	HORN CANYON UNIT #6	WYW82670	SE,SW	30	24N	110W	12/06/1983	_	_
49-009	830230	91081	ENERGETICS-BSUII FEDERAL 40-10	WYW86356	SE	10	16N	93W	10/03/1983	_	_
49-009	830231	91074	BSU II FED. #10-15-16-93	WYW86374	NW,SW	15	16N	93W	11/16/1983	_	_
49-037	830242	91049	ENERGETICS HAUN FED 20-9	WYW82644	NE	9	26N	111W	06/14/1983	_	_
49-037	830244	91041	ENERGETICS HAUN FED 40-9	WYW82644	NE,SE	9	26N	111W	06/14/1983	_	_
49-023	830245	91236	ENERGETICS HAUN FED 40-8	WYW82644	SE	SE	26N	111W	06/14/1983	_	_
49-023	830259	91062	ENERGETICS HAUN FED 40-5	WYW82650	NW,SW,SE	5	26N	111W	06/27/1983	_	_
49-035	830267	NA (NO WELL SETTING)	AMOCO USA AMOCO A-F	WYW87628	SW	7	27N	111W	11/08/1984	_	_
49-035	830270	91132	AMOCO USA AOMCO A-G	WYW87647	SE,NE	18	27N	111W	10/17/1984	_	_
49-035	830271	91100	BELCO FIG FOUR CYN 3-12	WYW87173	SE	12	27N	112W	02/14/1984	_	_
49-037	830275	91054	MONUMENT BUTTE FEDERAL #42-20	WYW82647	_	20,21	25N	110W	06/27/1983	_	_
49-023	830280	91133	BELCO SO HOGSBACK 6-16	WYW87740	NW,SW	16	26N	113W	12/26/1984	_	_
49-023	830282G1	91170	BELCO ELBU 34-8	WYW87697	_	8-10	26N	112W	07/10/1985	_	_
49-037	830283	91072	BLUE FOREST #30-31	WYW82649	SW	31	25N	109W	06/17/1983	_	_
49-035	830302G1	91129	DSC SPLIT RIVER #24-35	WYW87203	SE	35	28N	112W	06/15/1984	_	_
49-023	830331	91088	WSA #30-8	WYW87140	NE	30	25N	111W	11/18/1983	_	_
49-023	830333	NA	LATERAL A-6 EXT #1	WYW82661	_	20,29,30	25N	111W	08/16/1983	_	_
49-035	830864	90995	CONDOR FED #30-33	WYW82586	_	_	26N,27N	111W	09/13/1983	_	_

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

CODE #	LN #	METER #	FACILITY	RASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
49-023	830470G2	NA	24" MUDDY CREEK LOOP	WYW34642	NE	26	20N	115W	02/13/1984	_	_
49-035	830505	91207	WOLD FED #24-10	WYW89457	_	10,11	28N	113W	12/04/1985	_	_
49-035	830524	91137	USA AMOCO A-H #1	W87648	NE	19	27N	111W	09/04/1984	_	_
49-035	830526	91138	AMOCO A-J #1	W87657	NE	18	27N	111W	09/23/1984	_	_
49-023	830527G1	91135	AMOCO U.V. FED 1-8	WYW88853	SW	8	21N	112W	01/14/1985	_	_
49-023	830531G1	91134	AMOCO MILLER #1	W87840	NE	20	20N	112W	08/08/1984	_	_
49-035	830538	91131	BELCO NLBU #31-8	W87700	SW	8	27N	113W	09/14/1984	_	_
49-035	830539	91127	BELCO GRBU #88-35	W87733	NE,NW	35	27N	113W	11/16/1984	_	_
49-035	830541	91087	QUEBEC FED #20-14	W87141	SE,NE	14	27N	112W	11/09/1983	_	_
49-035	830592	91125	NLBU #34-21	W88821	NE,NW	21	27N	113W	11/16/1984	_	_
49-035	830601	91123	FIGURE 4 CYN #4-13	W87628	NE	13	27N	112W	11/08/1984	_	_
49-035	830602	91154	FIGURE 4 CYN #5-13	W87628	_	7,18,13	27N	111W,112W	11/08/1984	_	_
49-023	830603	91130	WSA-A #24-14	W87632	_	_	25N	111W-112W	10/18/1984	_	_
49-037	830608	91181	FEDERAL #21-29	W87167	_	20,21,29	25N	110W	05/07/1985	_	_
49-023	830619	NA	LAT A-6 EXT. #2	W87632	_	_	25N	111W-112W	10/18/1984	_	_
49-037	830625	90560	SALT WELLSSOUTH UNIT #1	W87172	NW	14	14N	103W	03/19/1984	_	_
49-037	83095	NA	CPS #1399	W82601	NW	15	25N	110W	04/12/1983	_	_
49-023	840014	_	METER & TAP	W82650	SE	5	26N	111W	06/27/1983	_	_
49-041	840044G1	91141	CHAMPLIN 357 C-1	W89328	SW	14	18N	113W	07/12/1985	_	_
49-023	840045G1	91149	CHAMPLIN 285 L-1	W89354	NW	8	19N	111W	05/15/1985	_	_
49-035	840073	91160	TIP TOP T55X-22G	W89427	SE	22	28N	113W	04/24/1985	_	_
49-035	840074	91152	TIP TOP T57X-27	W89412	_	27,34	28N	113W	06/19/1985		

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EXHIBIT B

[TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT]

AGREED EXCEPTIONS

[NONE]

[redacted] [redacted] [redacted]

SCHEDULE I

[TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT]

ADDRESSES

Grantor's Address and Identification Information
Williams Gas Processing Company
P.O. Box 3102
Tulsa, OK 74101
Tax ID #: 87-0487769
Jurisdiction of Organization: Delaware

Beneficiary's Contact Address
Citibank, N.A., as Collateral Trustee
399 Park Avenue
New York, New York 10043

Trustee's Address
Mr. J. Christopher Lyons
Salomon Smith Barney Inc.
1200 Smith Street, Suite 2000
Houston, Texas 77002

SCHEDULE II

[TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT]

CREDIT DOCUMENTS

1. That Credit Agreement dated as of July 31, 2002 (as amended, modified, supplemented or restated from time to time), by and among the Company together with Citicorp USA, Inc., as agent and collateral agent, Bank of America N.A. as syndication agent, Citibank, N.A. and Bank of America N.A. as issuing bank, Salomon Smith Barney Inc. as L/C Arranger, and the banks named therein.

2. The Company; Northwest Pipeline Corporation, a Delaware corporation; Transcontinental Gas Pipe Line Corporation, a Delaware corporation; and Texas Gas Transmission Corporation, a Delaware corporation, as the borrowers, have entered into a Credit Agreement dated July 25, 2000, together with the banks named therein, and The Chase Manhattan Bank and Commerzbank AG as co-syndication agents, and Credit Lyonnais New York Branch as documentation agent and Citibank, N.A., as agent, and Salomon Smith Barney, as Arranger.

3. Indenture between MAPCO, Inc., as Issuer, and Bankers Trust Company, as Trustee dated March 31, 1990.

4. Indenture between Transco Energy Company, as Issuer, and The Bank of New York, as Trustee, dated May 1, 1990.

All documents, instruments, agreements, certificates and notices at any time executed and/or delivered in connection with any of the foregoing Credit Documents.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This instrument is made and entered into by and between Dianne E. Greene of 3023 Intracoastal View Drive, Mt. Pleasant, S.C. 29466 hereinafter referred to as "Assignor" and Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, and Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, said parties having the addresses set forth below and being hereinafter collectively referred to as "Assignee".

WITNESSETH

WHEREAS, the interests conveyed herein are the same interests conveyed to Dianne E. Greene in that certain Assignment of Overriding Royalty from Fort Collins Consolidated Royalties Inc. to WRW Energy Co., et al, dated June 6, 2002 and recorded in the records of Sublette County, Wyoming on June 13, 2002 in Book 121 of Oil & Gas at page 731; and

WHEREAS, Assignor does hereby desire to convey such interests, in undivided shares to Greene Family Oil & Gas Limited Partnership (51%) and Dianne's Oil & Gas LLC (49%);

NOW, THEREFORE, 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), and any segregations, extensions or renewals thereto, described in Exhibit "A" attached hereto and made a part hereof, unto the following parties as tenants in common (hereinafter collectively referred to as "Assignees") in the following undivided shares:

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%

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto Assignees, their respective successor, and assigns, forever, subject to the terms and conditions of the oil and gas leases described in Exhibit "A", and all other matters of record in Sublette County, Wyoming.

292175 IN WITNESS WHEREOF, this assignment is executed this 18th day of July, 2002.

Aug. 13 2002 11:35A
122046 508
3900

Dianne E. Greene

By Cathy Seaton

508

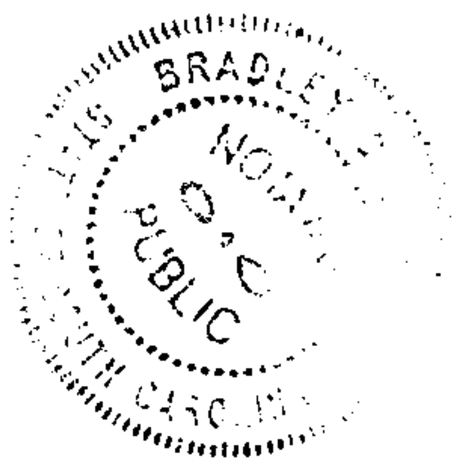
STATE OF ~~COLORADO~~ South Carolina)
) ss.
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 18th day of July 2002, by Dianne E. Greene.

My commission expires: 7-26-2011

Witness my hand and official seal.

Notary Public



J:\ROSAS\Dianne Greene\Assn to LLC-FLP

EXHIBIT A
ASSIGNMENT OF OVERRIDING ROYALTY

BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 14: NE/4NE/4- Before Payout of Pinedale Federal 1-14 After Payout of Pinedale Federal 1-14 Well All interests conveyed in above lands are limited to depths from the surface to the earth to the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	.090844% of 8/8ths .068133% of 8/8ths	.087281% of 8/8ths .065461% of 8/8ths	.178125% of 8/8ths .133594% of 8/8ths
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 13: NE/4 Section 24: NE/4 All interests conveyed in above lands are limited to depths from the surface to the earth to the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
B	WY E-025026	T. 31 N., R. 109 W., 6th P.M. Section 23: NE/4 All interests conveyed in above lands are limited to depths from the surface to the earth to the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths
E	WYW-015314	T. 30 N., R. 108 W., 6th P.M. Section 10: SW/4SW/4 Before Payout of the Pinedale Federal 13-10 Well All interest conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 11,660 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	.050501 of 8/8ths	.048520 of 8/8ths	.099021 of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
		After Payout of the Pinedale Federal 13-10 Well	.026670% of 8/8ths	.025625% of 8/8ths	.052295% of 8/8ths
E	WYW-015314	T. 30 N., R. 108 W., 6th P.M. Section 9: SW/4 Section 10: NW/4SW/4, E/2SW/4 Section 14: SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 11,660 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	.026670% of 8/8ths	.025625% of 8/8ths	.052295% of 8/8ths
E	WYW-015316	T. 30 N., R. 108 W., 6th P.M. Section 4: SW/4 Section 9: NE/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 11,660 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
A	WYW-06270	T. 31 N., R. 109 W. Section 2: SW/4SW/4 Before Payout of Pinedale Federal 13-2A Well After Payout of Pinedale Federal 13-2A Well All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 12,077 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	.090844% of 8/8ths . 068132 of 8/8ths	.087281% of 8/8ths .065461 of 8/8ths	.178125% of 8/8ths .133594 of 8/8ths
A	WYW-06270	T. 31 N., R. 109 W. Section 3: NE/4, SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 12,077 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
A	WYW-06286	T. 32 N., R. 109 W., 6th P.M. Section 34: SW/4 Section 35: SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 12,077 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths
C	WYW-144993	T. 31 N., R. 108 W., 6th P.M. Section 19: Lot 4 Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,200 feet as encountered in the Pinedale Federal			

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BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
		13-19 Well located in the SW/4SW/4 of Section 19, T.31N., R.108W., 6th P.M.			
		Before Payout of Pinedale Federal 13-19 Well	.090844% of 8/8ths	.087281% of 8/8ths	.178125% of 8/8ths
		After Payout of Pinedale Federal 13-19 Well	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths
		Only as to depths between the stratigraphic equivalent of 10,200 feet and the stratigraphic equivalent of 13,000 feet as encountered in the Pinedale Federal 13-19 Well			
		Before Payout of the Pinedale Federal 13-19 Well	.077263% of 8/8ths	.074233% of 8/8ths	.151496% of 8/8ths
		After Payout of the Pinedale Federal 13-19 well	.057913% of 8/8ths	.055642% of 8/8ths	.113555% of 8/8ths
C	WYW-144993	T. 31 N., R. 108 W., 6th P.M. Section 19: Lot 3, E/2SW/4 Section 30: Lots 3, 4, E/2SW/4			
		Only as to depths from the surface to the stratigraphic equivalent of a	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
		depth of 10,200 feet as encountered in the Pinedale Federal 13-19 Well Only as to depths between the stratigraphic equivalent of 10,200 feet and the stratigraphic equivalent of 13,000 feet as encountered in the Pinedale Federal 13-19 Well	.057913% of 8/8ths	.055642% of 8/8ths	.113555% of 8/8ths
C	WYW-06269	T. 31 N., R. 109 W., 6th P.M. Section 24:E/2SW/4 Section 25: SW/4, NE/4 Only as to depths from the surface to the stratigraphic equivalent of a depth of 10,200 feet as encountered in the Pinedale Federal 13-19 Well	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths
		Only as to depths between the stratigraphic equivalent of 10,200 feet and the stratigraphic equivalent of 13,000 feet as encountered in the Pinedale Federal 13-19 Well	.057913% of 8/8ths	.055642% of 8/8ths	.113555% of 8/8ths
C	WY E-026025	T. 31 N., R. 109 W., 6th P.M. Section 24: W/2SW/4 Only as to depths from the surface to the stratigraphic equivalent of a	.068133% of 8/8ths	.065461% of 8/8ths	.133594% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	GFOGLP 51%	DOGLLC 49%	TOTAL%
		depth of 10,200 feet as encountered in the Pinedale Federal 13-19 Well Only as to depths from the stratigraphic equivalent of 10,200 feet to 13,000 feet as encountered in the Pinedale Federal 13-19 Well	.057913% of 8/8ths	.055642% of 8/8ths	.113555% of 8/8ths

NOTE: For purposes of this Agreement the term "Payout" shall be as defined in that certain Farmout Agreement dated July 16, 1996 among Meridan Oil Inc. and McMurry Oil Company covering portions of the New Fork Unit Area in Sublette County, Wyoming. The location of each of the depth reference wells referred to herein are as follows:

Pinedale Federal 1-14-NENE of Section 14, T.31N., R.109W., 6th P.M.
Pinedale Federal 13-10-SWSW of Section 10, T.30N., R.108W., 6th P.M.
Pinedale Federal 13-2A-SWSW of Section 2, T.31N., R.109W., 6th P.M.
Pinedale Federal 13-19-SWSW of Section 19, T.31N., R.108W., 6th P.M.

J:\ROSAS\Dianne Greene\Assn Ex to LLC-FLP

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[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

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

THIS Assignment of Oil and Gas Leases, dated effective as of June 30, 2002 (the "Effective Date), is from Dolar Energy, LLC. (herein referred to as "Assignor"), whose address is 935 East South Union Avenue, Suite D-202, Midvale, UT 84047-2393, to Infinity Oil & Gas of Wyoming, Inc., (herein referred to as "Assignee"), whose address is 950 17th Street, Suite 800, Denver, Colorado 80202, FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein call "Interests"):

The undivided interests of Assignor specified in Exhibit "A", which is attached hereto and made a part hereof for all purposes (the "ASSIGNED INTERESTS"), in and to those certain oil, gas and mineral leases (all of which are herein called the "Leases").

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns, subject to the following conditions:

1. This Assignment is made and accepted without warranty of title, either express or implied, except against every person whomsoever lawfully claiming or to claim the Interests, or a part thereof, by, through or under Assignor and its present or former subsidiaries or affiliates, only, and is made with full substitution and subrogation in and to all of the rights and actions of warranty as to title which Assignor has or may have against predecessors in title.

2. Assignee shall assume responsibility and payment for all rentals, shut-ins and/or minimum royalties due to maintain the leases owned by Assignor that are listed on Exhibit "A".

3. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county in which the Interests are located.

4. This Assignment shall extend to, be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Assignor shall retain as an overriding royalty interest the difference between existing burdens and eighteen point five percent (18.5%) in the assigned interests. Said overriding royalty will be subject to proportionate reduction.

6. This Assignment is limited in depth from the top of the Mesa Verde Formation to a depth the base of the Mesa Verde Formation as defined by the top of the Lazeart Sandstone as encountered at 4,310' drill depth in the Apache Corp. Vernon Johnson #1-14 well, located in the SE/4SW/4 of Section 14, Township 30 North, Range 114 West, Sublette County, Wyoming.

EXECUTED this 1st day of July 2002.

ASSIGNOR:

292176

DOLAR ENERGY, LLC.

By: _____

Title: Managing Member

Aug 13 2002 11:35a
122 O+G 518
11.00 Mary L. Urban
By Cathy Scott

ACKNOWLEDGMENT

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

On this 1st day of July, 2002, before me personally appeared Mark S. Dolar, to me personally known, who by me sworn, did say that he is the Managing Member of Dolar Energy, LLC. and that said instrument was signed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal on the day, month and year first 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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Dolar Energy LLC as Assignor and Infinity Oil & Gas of Wyoming, Inc. as Assignee

SUBLETTE COUNTY, WYOMING

(All leases cover the following described land)

Township 30 North, Range 114 West, 6th p.m.
Section 15: SW/4
Section 21: E/2NE/4
Section 22: SE/4NE/4, W/2NE/4, NW/4
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2
Containing 960.00 acres, more or less

LESSOR:	May Brown Jones, heir to the Estate of Inez P. Finnegan
LESSEE:	Dolar Energy, L.L.C.
DATED:	1/24/2002
RECORDED:	Book 121 O&G, Page 111
LESSOR:	Kathleen A. King, as Trustee of the Kathleen A. King Revocable Living Trust, heir to the Estate of Inez P. Finnegan
LESSEE:	Dolar Energy, L.L.C.
DATED:	1/24/2002
RECORDED:	Book 121 O&G, Page 107
LESSOR:	Beulah Louise Riggan, heir to the Estate of Inez P. Finnegan
LESSEE:	Dolar Energy, L.L.C.
DATED:	1/24/2002
RECORDED:	Book 121 O&G, Page 105
LESSOR:	Kathleen A. King, and Russlene Van Noy, as Co-Trustees of the Clifford R. Daniels Revocable Living Trust dated October 21, 1993
LESSEE:	Dolar Energy, L.L.C.
DATED:	1/22/2002
RECORDED:	Book 121 O&G, Page 138

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-08592

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

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

Type or print plainly in ink and sign in ink.

2002 JUL 29 AM 10:39
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

PART A: TRANSFER

1. Transferee (Sublessee)* Halliburton Energy Services, Inc.
Street 10200 Bellaire Blvd
City, State, ZIP Code Houston, Texas 77072-5299

292177

RECORDED Aug. 13 2002 11:35a
IN BOOK 192 Opt 6 PAGE 520
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott
CHERYL MORRING

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 109 WEST, 6TH P.M. Section 28: NE/4NW/4 - Stewart Point No. 3-28 Well Sublette County, Wyoming It is the intent of this assignment to convey only an interest in the wellbore of the Stewart Point 3-28 Well as described above. This interest conveyed is the APO working interest of Halliburton subject to the First Amended and Restated Jonah Field Agreement between Halliburton Energy Services and Ultra Resources, Inc. and Ultra Petroleum (USA) Inc. dated April 1, 1998 under which Halliburton is also entitled to a separate production payment. This interest conveyed is also subject to the Farmout and Option Agreement dated March 31, 1997 between Celsius Energy Company (Farmor) and Ultra Resources, Inc. (Farmee).	* 88.75%	** 6.375%	*** 82.375%	None	Those of Record

* Surface to TD of the Stewart Point No. 3-28 Well
Questar Exploration and Production Company 56.875%
Ultra Resources, Inc. 31.875%

** From Questar Exploration and Production Company 3.1875%
(entirely out of the interest Questar acquired from Ultra in 1999)
From Ultra Resources, Inc. 3.1875%

*** Questar Exploration and Production Company 53.6875%
Ultra Resources, Inc. 28.6875%

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 2002

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

LAND LAW EXAMINER JUL 29 2002
(Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferor

Executed this 20th day of June, 2001

Name of Transferor QUESTAR EXPLORATION AND PRODUCTION CO.

Transferor _____
G. L. Nordloh (Signature) President/CEO

1331 17th Street
(Transferor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 11th day of July, 2001

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

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

304 Inverness Way South, Suite 295
(Transferor'sAddress)

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

Executed this 2nd day of May, 2002

HALLIBURTON ENERGY SERVICES,INC.

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

ASSIGNEE'S COPY
TO BE RETURNED ON APPROVAL

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

STATE OF COLORADO)
)ss
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 11th day of July, 2001, before me, the undersigned authority, personally came and appeared **Robin Benko, Attorney-in-Fact of Ultra Resources, Inc.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

Rosalind Meyer
Notary Public

My Commission Expires: 1-15-05

BUREAU OF LAND MANAGEMENT
2002 JUL 29 AM 10: 39
RECEIVED
WYOMING

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

On this 20th day of June 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:

6/6/4

Heather L. Ensign
Notary Public

NOTARY PUBLIC
Heather L. Ensign
160 E 100 So • PO Box 45601
Salt Lake City, Utah 84145
My Commission Expires
June 6, 2004
STATE OF UTAH

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by GUY RAY, ATTORNEY-IN-FACT, on behalf of HALLIBURTON ENERGY SERVICES, INC., a Delaware Corporation, this 2nd day of May, 2002.

JEANNETTE DAY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 30, 2005

Jeannette Day
Notary Public in and for the State of Texas

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2002 JUL 29 AM 10: 39
RECEIVED
WYOMING STATE OFFICE

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

BUREAU OF LAND MANAGEMENT
99 AUG 30 AM 9:00
RECEIVED
CHEYENNE WYO

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

Lease Serial No.
WYW-127194

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* HALLIBURTON ENERGY SERVICES, INC
Street 5151 San Felipe
City, State, ZIP Code Houston, Texas 77056

*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 29 North, Range 108 West, 6th PM Section 14: SW/4SW/4 Sublette Co., WY INSOFAR AND ONLY INSOFAR AS SAID LANDS COVER THE WELL BORE FOR THE FOLLOWING WELL. Stud Horse Butte 13-14, located in the SW/4SW/4, Sec. 14-29N-108W	56.667%	5.6667%	51.0003%	NONE	THOSE OF RECORD

292178

RECORDED Aug 13 2002 11:35 A
IN BOOK 122 BK PAGE 524
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ray Cathy Scott

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 29 2002
Ilke Hasen
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

Original

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective SEP 1 1999

By [signature] (Authorized Officer)

LAND LAW EXAMINER (Title)

DEC 21 1999 (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.

RECEIVED DEC 31 1999

APD 1 1999

BUREAU OF LAND MANAGEMENT
JUL 29 2002
CERTIFIED
to be a true and compared copy
of the official records on file

PART B- CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26 day of July ,19 99

Name of Transferor ULTRA RESOURCES INC.
Please type or print

Transferor Michael D Watford
(Signature)
or
Attorney-in-fact Michael D. Watford, CEO
(Signature)

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

Englewood, Colorado 80112
(City) (State) (Zip Code)

Executed this 8th day of August, 19 99

Transferee HALLIBURTON ENERGY SERVICES, INC
(Signature)
or
Attorney- i n-fact
(Signature)
Bob Verrett, Vice President Integrated Solution:

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

• U.S. GPO: 1990-573-016/26030

SES

WY-1255

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
99 APR 21 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-118155

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* HALLIBURTON ENERGY SERVICES, INC.
Street 5151 San Felipe
City, State, ZIP Code Houston, TX 77056

292179

Aug 13 2002 11:35
IN BOOK 122 Bk6 PAGE 526
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

*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 29 North, Range 108 West, 6th P.M. Section 21: NE/4 Section 23: N/2 Section 24: E/2, NW/4 Sublette Co., WY **INSOFAR AND ONLY INSOFAR AS SAID LANDS COVER THE WELL BORES FOR THE FOLLOWING DESCRIBED WELLS:** Stud Horse Butte 15-24, located in the SW/4SE/4 Sec. 24-29N-108W Stud Horse Butte 5-23, located in the SW/4NW/4 Sec. 23-29N-108W Stud Horse Butte 5-24, located in the SW/4NW/4 Sec. 24-29N-108W Stud Horse Butte 7-24, located in the SW/4NE/4 Sec. 24-29N-108W Stud Horse Butte 7-23, located in the SW/4NE/4 Sec. 23-29N-108W Stud Horse Butte 7-21, located in the SW/4NE/4 Sec. 21-29N-108W	63.75%	6.375%	57.375%	None	5.5%

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 29 2002
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 MAY 01 1999

By Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

AUG 13 1999
(Date)

ORIGINAL

es and addresses of additional transferees in Item No. 1, if needed, or for Land Description In Item No. 2, If needed.

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

JUL 29 2002
BUREAU OF LAND MANAGEMENT

edged before me this 2nd day of February, 1999, by R. G. "Jerry" Albertus, as President of
s on behalf of said corporation.

TARY PUBLIC
E.
MARKS
STATE OF COLORADO

My commission expires:
MY COMMISSION EXPIRES
MARCH 17, 2000

NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of 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 2nd day of February, 19 99

Name of Transferor ULTRA RESOURCES, INC.
Please type or print

Transferor
(Signature)
or
~~Attorney-in-fact~~
R. G. "Jerry" Albertus, President
(Signature)

304 Inverness Way South, Suite 295
(Transferor'sAddress)

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

Executed this 9TH day of APRIL, 19 99

HALLIBURTON ENERGY SERVICES, INC.

Transferee
(Signature)
or
Attorney-in-fact
(Signature)

BURDEN HOURS STATEMENT

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

ASSIGNMENT OF OIL AND GAS LEASES

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

THIS Assignment of Oil and Gas Leases, dated effective as of July 1st, 2002 (the "Effective Date), is from Dolar Energy, LLC. (herein referred to as "Assignor"), whose address is 935 East South Union Avenue, Suite D-202, Midvale, UT 84047-2393, to Infinity Oil & Gas of Wyoming, Inc., (herein referred to as "Assignee"), whose address is 950 17th Street, Suite 800, Denver, Colorado 80202, FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee the following (all of which are herein call "Interests"):

The undivided interests of Assignor specified in Exhibit "A", which is attached hereto and made a part hereof for all purposes (the "ASSIGNED INTERESTS"), in and to those certain oil, gas and mineral leases (all of which are herein called the "Leases").

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns, subject to the following conditions:

1. This Assignment is made and accepted without warranty of title, either express or implied, except against every person whomsoever lawfully claiming or to claim the Interests, or a part thereof, by, through or under Assignor and its present or former subsidiaries or affiliates, only, and is made with full substitution and subrogation in and to all of the rights and actions of warranty as to title which Assignor has or may have against predecessors in title.

2. Assignee shall assume responsibility and payment for all rentals, shut-ins and/or minimum royalties due to maintain the leases owned by Assignor that are listed on Exhibit "A".

3. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county in which the Interests are located.

4. This Assignment shall extend to, be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Assignor shall retain as an overriding royalty interest the difference between existing burdens and eighteen point five percent (18.5%) in the assigned interests. Said overriding royalty will be subject to proportionate reduction.

6. This Assignment is limited in depth from the top of the first coal seam within the Mesa Verde formation to a depth 150' below the Hilliard sandstone as defined in the Coastal Oil and Gas Corporation Riley Ridge Federal #1-5 well as noted on the Dual Induction Log, located in the SW¼NE¼ of Section 5, Township 29 North, Range 114 West, Sublette County, Wyoming.

EXECUTED this 1st day of July 2002.

ASSIGNOR:

DOLAR ENERGY, LLC.

By: _____

Title: Managing Member

292181

Aug. 13. 02 11:40a
BOOK 122 PAGE 528
FEES $ 11.00
SUBLETTE CO.
By Cathy Lathrop

ACKNOWLEDGMENT

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

On this 1st day of July, 2002, before me personally appeared Mark S. Dolar, to me personally known, who by me sworn, did say that he is the Managing Member of Dolar Energy, LLC. and that said instrument was signed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal on the day, month and year first 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

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Dolar Energy LLC as Assignor and Infinity Oil & Gas of Wyoming, Inc. as Assignee

Township 29 North, Range 113 West, 6th p.m.
Section 7: Lots 1, 2, W/2NE/4, E/2NW/4
Section 8: NE/4NW/4

Township 29 North, Range 114 West, 6th p.m.
Section 1: Lots 5, 6, 7, SW/4NE/4, W/2SE/4
Section 11: SE/4NE/4
Section 12: NE/4, N/2SE/4, NE/4SW/4, S/2NW/4

LESSOR:	Robert V. Thompson, a widower
LESSEE:	Dolar Energy, L.L.C.
DATED:	4/6/2001
MEMORANDUM OF OIL AND GAS LEASE RECORDED:	Book 117 O&G, Page 597

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, S½NE¼

LESSOR:	Gordon M. Mickelson, Trustee of the Betty M. Thompson Testamentary Family Trust
LESSEE:	Dolar Energy, L.L.C.
DATED:	4/6/2001
MEMORANDUM OF OIL AND GAS LEASE RECORDED:	Book 117 O&G, Page 144
CHANGE OF LEASE DESCRIPTION RECORDED:	Book 120 O&G, Page 382
2nd CHANGE OF LEASE DESCRIPTION RECORDED:	Book 122 O&G, Page 121

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of July 2002, by and between William J. Kvenild, a married man dealing in his sole and separate property

Of 1155 Frontera Drive, Laramie, Wyoming 82072, hereinafter called lessor (whether one or more), and Contex Energy Company whose address is 1645 Court Place, Suite 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of TEN AND MORE dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands

Being situated in the County of Sublette, State of Wyoming described as follows, to-wit:

TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 3: Lot 3 (39.18), Lot 4 (39.01), SW/4NW/4, NW/4SW/4
Section 4: Lot 1 (38.83), Lot 2 (38.65), S/2NW/4
Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
Section 11: S/2NW/4, N/2SW/4

292193

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

RECORDED Aug. 14 2002 9:20 AM
IN BOOK 122 OF G PAGE 530
FEES $ 14.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 635.67 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

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

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line 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 entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Direct to Lessor, at Address listed above (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 lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

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 the lease.

17. Lessor hereby ~~warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

William J. Kvenild, a married man dealing in his sole and separate property

SS # 520-44-8759

STATE of Wyoming

COUNTY of Albany

J. MORA
Notary Public
Albany County, WY
My Commission Expires
April 13, 2004

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of July, 200 2.

Personally appeared William J. Kvenild

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, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 4-13-04

Notary Public: J. Mora
Address: 3903 Grand Ave.
Laramie, WY 82070

STATE of _____

COUNTY of _____

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ____.

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.

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

My Commission Expires: _____

Notary Public:
Address:

EXHIBIT "A"

This Exhibit "A" attached to and made a part of that certain Oil and Gas Lease dated July 1, 2002 by and between William J. Kvenild, a married man dealing in his sole and separate property, Lessor, and Contex Energy Company, Lessee, to-wit:

Notwithstanding anything to the contrary herein contained, wherever the term one-eighth ($1/8^{th}$) appears in the body of said lease, the term shall be changed to fifteen percent (15%).

Notwithstanding any provision to the contrary, this lease shall not be maintained by the payment of shut-in royalty under the provisions of paragraph 6 for a 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

This lease shall terminate at the end of the primary term as to all the leased land except those lands contained within a production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and gas or on which Lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

SIGNED FOR IDENTIFICATION

William J. Kvenild, a married man dealing in
his sole and separate property

MEMORANDUM OF
EXTENSION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of August 14, 2002, an Extension, Amendment and Ratification of Oil and Gas Lease was made and entered into by and between MARGUERITE M. MILLER, INDIVIDUALLY AND AS SOLE TRUSTEE, OR HER SUCESSORS IN TRUST UNDER THE MARGUERITE M. MILLER LIVING TRUST, DATED DECEMBER 17, 1999, AND ANY AMENDMENTS THERETO, AND GRINDSTONE CATTLE CO., A WYOMING CORPORATION (collectively referred to herein as "Lessor") and AZTEC ENERGY CORPORATION, a Utah Corporation ("Lessee"), whereby Lessor extended the primary term of, amended and ratified an Oil and Gas Lease dated August 22, 2000, and again demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons on the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Extension, Amendment and Ratification of Oil and Gas Lease contains terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of the original date of execution of the Lease.

LESSOR:

Grindstone Cattle Co.,
a Wyoming corporation

By: _____
Marguerite M. Miller
Its: President

_____
Marguerite M. Miller, Individually and as
Sole Trustee, or her Successors in Trust,
Under the Marguerite M. Miller Living Trust
dated December 17, 1999, and any amendments
thereto

292237

RECORDED Aug. 15 2002 4:30 PM
IN BOOK 122 O+G PAGE 533
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF Wyoming

COUNTY OF Sublette

This instrument was acknowledged before me on the 14th day of August, 2002, by Marguerite M. Miller, in her individual capacity, as President of Grindstone Cattle Co., a Wyoming corporation, on behalf of said corporation, and as sole Trustee, or her successors in trust, under the Marguerite M. Miller Living Trust, dated December 17, 1999, and any amendments thereto, on behalf of said Trust.

Nina Lynch
Notary Public, State of Wyoming
Address 217 N. Tyler
Pinedale, WY 82941

SEAL

NINA LYNCH – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 13, 2005

STATE OF Wyoming

COUNTY OF Sublette

This instrument was acknowledged before me on the 14th day of August, 2002, by Dan C. Perry as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Nina Lynch
Notary Public, State of Wyoming
Address 217 N. Tyler
Pinedale, WY 82941

SEAL

NINA LYNCH – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 13, 2005

EXHIBIT "A"

Township 33 North, Range 110 West, 6th P.M.
Section 15: S/2SW/4
Section 16: All
Section 21: E/2, E/2W/2
Section 22: SW/4NE/4, W/2SE/4, W/2
Section 27: NW/4NE/4, W/2SE/4, W/2
Section 28: NE/4, E/2NW/4
Section 34: W/2NE/4, NW/4, NE/4SW/4, W/2SE/4, SE/4SE/4
containing 2,720.00 acres, more or less
Sublette County, Wyoming

MEMORANDUM OF
EXTENSION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Effective as of August 14, 2002, an Extension, Amendment and Ratification of Oil and Gas Lease was made and entered into by and between MARGUERITE M. MILLER, INDIVIDUALLY AND AS SOLE TRUSTEE, OR HER SUCESSORS IN TRUST UNDER THE MARGUERITE M. MILLER LIVING TRUST, DATED DECEMBER 17, 1999, AND ANY AMENDMENTS THERETO, AND GRINDSTONE CATTLE CO., A WYOMING CORPORATION (collectively referred to herein as "Lessor") and AZTEC ENERGY CORPORATION, a Utah Corporation ("Lessee"), whereby Lessor extended the primary term of, amended and ratified an Oil and Gas Lease dated August 22, 2000, and again demised, leased and let unto Lessee for the sole purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil, gas and associated liquid hydrocarbons on the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. Said Extension, Amendment and Ratification of Oil and Gas Lease contains terms and provisions which are by reference incorporated herein for all purposes as though they were fully set forth. Executed copies of said Oil and Gas Lease are in the possession of Lessor and Lessee.

IN WITNESS WHEREOF this instrument is executed in multiple original counterparts, each of which shall be deemed an original, effective as of the original date of execution of the Lease.

LESSOR:

Grindstone Cattle Co.,
a Wyoming corporation

By: Marguerite M. Miller
Marguerite M. Miller
Its: President

Marguerite M. Miller, Individually and as
Sole Trustee, or her Successors in Trust,
Under the Marguerite M. Miller Living Trust
dated December 17, 1999, and any amendments
thereto

292238

RECORDED Aug. 15 2002 4:30 PM
IN BOOK 122 OR6 PAGE 536
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF Wyoming
COUNTY OF Sublette

This instrument was acknowledged before me on the 14th day of August, 2002, by Marguerite M. Miller, in her individual capacity, as President of Grindstone Cattle Co., a Wyoming corporation, on behalf of said corporation, and as sole Trustee, or her successors in trust, under the Marguerite M. Miller Living Trust, dated December 17, 1999, and any amendments thereto, on behalf of said Trust.

Nina Lynch
Notary Public, State of Wyoming
Address 817 N. Tyler
Pinedale, WY 82941

SEAL

NINA LYNCH – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 13, 2005

STATE OF Wyoming
COUNTY OF Sublette

This instrument was acknowledged before me on the 14th day of August, 2002, by Dan C. Perry as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Nina Lynch
Notary Public, State of Wyoming
Address 817 N. Tyler
Pinedale, WY 82941

SEAL

NINA LYNCH – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 13, 2005

EXHIBIT "A"

Township 31 North, Range 110 West, 6th P.M.
Section 7: Lots 3, 4, SE/4SW/4
Section 17: NW/4NE/4, S/2NE/4, NE/4SW/4, SW/4SW/4, SW/4SE/4
Section 18: Lot 1, NE/4NW/4, NW/4NE/4, S/2NE/4, NE/4SE/4
Section 20: NW/4NE/4, NE/4NW/4

Township 31 North, Range 111 West, 6th P.M.
Section 11: S/2NE/4, SE/4
Section 12: S/2N/2, S/2
Section 13: N/2N/2
containing, in all, 1,532.95 acres, more or less
Sublette County, Wyoming

538

Form 3000-3
(October 1992)

0075390-000
Jonah Prospect
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
WYW-131908

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* EnCana Oil & Gas (USA) Inc.
   Street 950 17th Street, Suite 2600
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	D	E	F
Township 29 North, Range 109 West, 6th P.M. Section 15: E/2 Containing 320.00 acres, more or less 292292 Sublette County, Wyoming	100.00%	100.00%	-0-	5.00%	Those of Record

RECORDED Aug. 21 2002 9:10A.M.
IN BOOK 122 OF B PAGE 539
FEES $17.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Ott

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]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Desciption 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 interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal leases; (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 14th day of June, 2002

Name of Assignor as shown on current lease: EOG Resources, Inc.

Assignor

Agent or Attorney-in-fact: J. Michael Schween

600 Seventeenth Street, Suite 1100N
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 11th day of July, 2002

EnCana Oil & Gas (USA) Inc.

Assignee

or

Attorney-in-Fact

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503

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

*U.S. GPO: 1992-774-017 / 67022

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Gary Gardiner as Vice-President of EnCana Oil & Gas (USA) Inc.

This 11th day of July, 2002

WITNESS my hand and official seal.

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

My Commission Expires:

3-17-04

Judith B. Sisneros
Notary Public

STATE OF COLORADO)
) §
CITY & COUNTY OF DENVER)

On this 14th day of June, 2002, personally appeared before me, J. Michael Schween, who, being duly sworn, did say that he is the Agent and Attorney-in-Fact of EOG Resources, Inc. and that said instrument was signed on behalf of said corporation.

WITNESS my hand and official seal.

J. C. Montoya
Notary Public

My Commission Expires:
December 21, 2005

CORRECTIVE ASSIGNMENT, BILL OF SALE AND CONVEYANCE

WHEREAS, Devon SFS Operating, Inc., 20 N. Broadway, Suite 1500, Oklahoma City, OK 73102-8260 (hereinafter referred to as "Assignor"), did under date of March 5, 2001, make and execute unto AEC OIL & GAS (USA) INC., whose successor in interest by name change is now ENCANA OIL & GAS (USA) INC., 950 17th Street, Suite 2600, Denver, CO 80202 (hereinafter referred to as "Assignor"), hereinafter called Assignee, an ASSIGNMENT, BILL OF SALE AND CONVEYANCE covering certain wellbores described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Properties"); and

WHEREAS, said ASSIGNMENT, BILL OF SALE AND CONVEYANCE is recorded at Book 117 O&G at Page 599 in the Clerk's records of Sublette County, Wyoming, and,

WHEREAS, it was the intent of said ASSIGNMENT, BILL OF SALE AND CONVEYANCE to convey to Assignee all of Assignor's right, title and interest in said Properties; and

WHEREAS, Assignor and Assignee hereby acknowledge that said ASSIGNMENT, BILL OF SALE AND CONVEYANCE did not adequately convey all of Assignor's right, title and interest in said Properties; and

WHEREAS, Assignor and Assignee desire to correct any confusion or ambiguity surrounding said ASSIGNMENT, BILL OF SALE AND CONVEYANCE and to jointly execute this CORRECTIVE ASSIGNMENT, BILL OF SALE AND CONVEYANCE so as to have Assignor convey all of its right, title and interest in the Properties to Assignee.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) cash and the mutual agreements, covenants and obligations recited in said ASSIGNMENT, BILL OF SALE AND CONVEYANCE and in that certain unrecorded Purchase and Sale Agreement (the "Agreement") between Assignor and Assignee dated the 28th day of February, 2001, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby QUIT CLAIM, BARGAIN, SELL, TRANSFER, SET OVER, GRANT, ASSIGN, CONVEY and DELIVER unto Assignee all of Assignor's right, title and interest and estate in and pertaining to the Properties.

This Assignment is made and accepted expressly subject to the terms and conditions contained in said ASSIGNMENT, BILL OF SALE AND CONVEYANCE and in that certain unrecorded Purchase and Sale Agreement (the "Agreement") between Assignor and Assignee dated the 28th day of February, 2001. The provisions of this Assignment shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts as indicated on the respective acknowledgments hereinbelow, but, notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Assignment has been executed on this day 20th of May, 2002 but shall be effective as of 7:00 a.m., local time, on January 1, 2001.

292293

RECORDED Aug. 21 2002 9:10
IN BOOK 122 O&G PAGE 543
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Smith

[redacted] [redacted] [redacted]

ASSIGNOR: DEVON SFS OPERATING, INC.

By: _____
D.D. DeCarlo, Vice President

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: _____
Jon Grannis, Vice President

544

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 20th day of May, 2002, by D.D DeCarlo as the Vice President of DEVON SFS OPERATING, INC., on behalf of said corporation.

My commission expires: 2-23-2006

LORRE A. YOUNGBLOOD NOTARY PUBLIC COMM. EXP. 2-23-2006 STATE OF OKLAHOMA OKLAHOMA COUNTY

Lorre A. Youngblood
Notary Public
Address:

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of June, 2002, by Jon Grannis, Vice President of ENCANA OIL & GAS (USA) INC., a Delaware corporation, on behalf of said corporation.

My commission expires: 01/18/2004

JUANELL R. KOSACZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1/18/2004

Juanell R. Kosacz
Notary Public: Juanell R. Kosacz
Address: 950 17th Street, Suite2600
Denver, CO 80202

Exhibit "A"
Attached to that certain Corrective Assignment and Bill of Sale dated effective as of 7:00 a.m., local time, on January 1, 2001 from Devon SFS Operating, Inc., as Assignor, to AEC Oil and Gas (USA) Inc., as Assignee.

Wellbores located Sublette County, Wyoming subject to this Corrective Assignment and Bill of Sale:

1) Sagebrush 3-8 Well located in the NW/4 of Section 8, Township 27 North, Range 107 West

2) Sublette Flat 4-10-26-107, aka Wild Hare 4-10-26-107 Well located in the NW/4 of Section 10, Township 26 North, Range 107 West

ASSIGNMENT OF OIL AND GAS LEASES

WHEREAS, the undersigned, BERCO RESOURCES, LLC, whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

292294

DONALD B. ANDERSON LTD.
6300 South Syracuse Way, Suite 470
Englewood, CO 80111

RECORDED Aug 21 2002 9:20 AM
IN BOOK 122 PAGE 547
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

hereinafter referred to as "ASSIGNEE", an undivided Thirty Percent (30%) of ASSIGNOR'S interest in the Oil and Gas leases and lands listed on Exhibit "A" located in Sublette County, Wyoming more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest and overriding royalty interest burdening the respective interest of the ASSIGNOR, excepting and reserving unto ASSIGNOR an overriding royalty interest equal to the difference between the existing burdens (royalty interest and overriding royalty interest) depicted on Exhibit "A" and Seventeen and One-Half Percent (17.50%) proportionately reduced to the undivided interest conveyed herein (hereinafter referred to as the "Reserved Overriding Royalty Interest").

This Assignment is made under the following terms and conditions:

1. This Assignment shall be effective as of July 1, 2002, at 7:00 a.m., regardless of the date of execution.

2. ASSIGNOR represents that it owns the interests depicted on Exhibit "A" and which an undivided interest is hereby conveyed. ASSIGNOR represents that all the rights and interests hereby conveyed are free and clear of all or any production payments, oil payments, carried interests, and any other interest other than those disclosed on Exhibit "A" and free and clear of any liens, charges and encumbrances created by and through ASSIGNOR, that ASSIGNOR has not otherwise conveyed, by, through or under itself, an interest herein assigned, and that ASSIGNOR has the right to make this assignment. ,

3. It is understood and agreed between Assignor and Assignee that this assignment will vest title in Assignee of 30% of all working interests, net revenue interests and overriding royalty interests owned by Assignor in said leases and lands on Exhibit "A" attached hereto, excepting the Reserved Overriding Royalty Interest described above.

[redacted] [redacted] [redacted]

4. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things as may be necessary more fully to assure Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

5. This Assignment of Oil and Gas Leases is made subject to the terms and conditions of that certain Pooling and Cross Assignment Letter Agreement, dated July 2, 2002, by and between the Parties.

IN WITNESS WHEREOF, THIS Assignment is executed this 25th day of July 2002.

ASSIGNOR: BERCO RESOURCES, LLC

By: Timothy R M
Timothy R. Morris, Vice President-Land

ASSIGNEE: DONALD B. ANDERSON LTD.

By: Linnea C. Hill
Linnea C. Hill, Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on July 25th, 2002 by Timothy R. Morris, Vice President-Land for BERCO RESOURCES, LLC.

My commission expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on July 25, 2002 by Linnea C. Hill, Attorney-in-Fact for DONALD B. ANDERSON LTD.

My Commission Expires:

11-8-02

Shaun A. Moxcey
Notary Public
State of Colorado

SHAUN A. MOXCEY NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part hereof that Assignment of Oil and Gas Leases dated July 1, 2002, from Berco Resources, LLC to Donald B. Anderson Ltd.

Berco Lease No:	1723.00
Lessor:	USA WYW-152767
Lessee:	Vicki Gray Cullen
Dated:	May 1, 2001
Recorded:	N/A
Description:	Township 29 North, Range 111 West Section 19: Lots 1(39.71), 2(39.75), 3(39.79), 4(39.82), E/2, E/2W/2

Berco Lease No:	1732.00
Lessor:	Fear Family Trust
Lessee:	Gundry-White Properties, LLC
Dated:	March 12, 2001
Recorded:	Book 117, Page 420
Description:	Township 29 North, Range 112 West Section 11: NE/4NE4/, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4 Section 12: NW/4, N/2SW/4, W/2NE/4, N/2SE/4, SE/4SE/4

Berco Lease No:	1733.00
Lessor:	Fear Family Trust
Lessee:	Gundry-White Properties, LLC
Dated:	March 12, 2001
Recorded:	Book 117, Page 422
Description:	Township 29 North, Range 111 West Section 18: LOTS 1(39.68), 2(39.68), NE/4, E/2NW/4, N/2SE/4 Township 29 North, Range 112 West Section 13: E/2NE

Berco Lease No:	1735.00
Lessor:	Fear Family Trust
Lessee:	Gundry-White Properties, LLC
Dated:	March 12, 2001
Recorded:	Book 117, Page 426
Description:	Township 29 North, Range 111 West Section 17: N/2, N/2SW/4, NE/4SE/4

Berco Lease No:	1745.00
Lessor:	Avis Palmer
Lessee:	Gundry-White Properties, LLC
Dated:	April 10, 2001
Recorded:	Book 118, Page 141
Description:	Township 29 North, Range 111 West Section 17: W/2SE/4, SE/4SE/4 Section 20: NE/4, NW/4SE/4, E/2SE/4

EXHIBIT "A"

Attached to and made a part hereof that Assignment of Oil and Gas Leases dated July 1, 2002, from Berco Resources, LLC to Donald B. Anderson Ltd.

Berco Lease No:	1775.00
Lessor:	Matthew D. Miller, ET AL
Lessee:	Gundry-White Properties, LLC
Dated:	August 7, 2001
Recorded:	Book 119, Page 244
Description:	Township 29 North, Range 112 West Section 11: NW/4NE/4, N/2NW/4 Section 12: E/2NE/4

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual benefits to be derived, WILLIAMS PRODUCTION RMT COMPANY, whose address is 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), does hereby bargain, assign, transfer, sell and convey unto DONALD B. ANDERSON, LTD., 6300 South Syracuse Way, Suite 470, Englewood, Colorado 80111 (hereinafter referred to as "Assignee") 30% of Assignor's right, title and interest in and to those certain oil and gas leases described on Exhibit "A" attached hereto and made a part hereof.

This Assignment of Oil & Gas Leases is limited to those depths below the base of the Mesa Verde Formation as defined as the top of the Laseart Sandstone, as encountered at a depth of 4,310 ft. in the Apache Corp. Vernon Johnson #1-14 located in the SESW, Sec. 14, Twp. 30 North, Rge. 114 West.

This Assignment of Oil & Gas Leases is made without any representations or warranties of title, expressed or implied, except by, through and under Assignor, but no further, and is made subject to all the terms, conditions and reservations as set forth in said Leases therein made as of the date of this assignment. Assignee hereby assumes and agrees to perform all covenants of Assignor attributable to the interest hereby assigned under said Leases.

EXECUTED this 8th day of July, 2002.

ASSIGNOR:

WILLIAMS PRODUCTION RMT COMPANY

By: _____
Joseph P. Barrett, Attorney-in-Fact

ASSIGNEE:

DONALD B. ANDERSON, LTD

By: _____
Donald B. Anderson
Partner

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

The foregoing instrument was acknowledged before me this 8th of July, 2002, by Joseph P. Barrett as Attorney-in-Fact of Williams Production RMT Company on behalf of said corporation.

WITNESS my hand and official seal

NOTARY PUBLIC E. MARKS STATE OF COLORADO

My Commission Expires:
March 17, 2004

_____
E. Marks, Notary Public

STATE OF COLORADO)
)ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 14th day of ~~July~~ August, 2002, by Donald B. Anderson, Partner of Donald B. Anderson, Ltd. JCH

WITNESS my hand and official seal.

My Commission Expires:
May 3, 2003

NOTARY PUBLIC

292295

_____
Notary Public

Aug 21 02 9:20a
IN BOOK 122 046 PAGE 552
FEES $ 11.00
COUNTY Recorder
SUBLETTE COUNTY WYOMING
By Cathy Soter

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil Gas Leases dated July 8, 2002 by and between Williams Production RMT Company, as Assignor, and Donald B. Anderson, Ltd., as Assignee.

SUBLETTE COUNTY, WYOMING
(All leases cover the following described land)

TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th PM
Section 15: SW/4
Section 21: E/2NE/4
Section 22: SE/4NE/4, W/2NE/4, NW/4
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2N/2

containing 960.00 acres, M/L

Lessor: May Brown Jones, heir to the Estate of Inez P. Finnegan
Lessee: Dolar Energy, L.L.C.
Dated: 1/24/2002
Recorded: Bk 121, Pg 111

Lessor: Kathleen A. King, as Trustee of the Kathleen A. King Revocable Living Trust
Lessee: Dolar Energy, L.L.C.
Dated: 1/24/2002
Recorded: Bk 121, Pg 107

Lessor: Beulah Louise Riggan, heir to the Estate of Inez P. Finnegan, deceased
Lessee: Dolar Energy, L.L.C.
Dated: 1/24/2002
Recorded: Bk 121, Pg 105

Lessor: Kathleen A. King and Russience Van Noy, as Co-Trustees of the Clifford R. Daniels Revocable Trust dated October 21, 1993
Lessee: Dolar Energy, L.L.C.
Dated: 1/22/2002
Recorded: Bk 121, Pg 138

When Recorded Return to:
Dolar Energy, L.L.C.
935 East South Union Avenue D-202
Midvale, Utah 84047

STATE OF WYOMING
COUNTY OF SUBLETTE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 15th day of March, 2001, **Leola J. Sherman, aka Jeneva Sherman, a widow,** as Lessor, executed to DOLAR ENERGY, L.L.C., as Lessee, an Oil and Gas Lease which is recorded in Book 117 O&G at Page 382 of the records of Sublette County, Wyoming, covering lands situated in Sublette County, Wyoming, and particularly described as follows, to-wit:

Township 30 ~~South~~ NORTH (48), Range 112 East, 6th P.M.

Section 5: Lot 2, and a portion of the SW¼NE¼ lying within the following described tract: Beginning at a point North 64°42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence south 62°36' East 6 chains, 76 links, to the place of beginning.

Township 31 North, Range 112 West, 6th P.M.
Section 32: SE¼SW¼, SW¼SE¼

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said lease as of the dated of its execution and recognize the full validity of the same insofar as it affects the entire right, title and interest of the undersigned in and to the above described land, and the undersigned hereby grant, lease and let to PHILLIPS PETROLEUM COMPANY, its successors and assigns, the above described tract of land, subject to and in accordance with all of the terms and provisions of said above described lease, all of which are incorporated herein by reference.

The undersigned further authorize DOLAR ENERGY, L.L.C., its successors and assigns, to pay any rentals and royalties which may be paid under the terms of said lease in the proportions set out below directly to the undersigned, and payments so made will fully protect and extend said lease as to the entire interest of the undersigned notwithstanding that the undersigned own a larger or smaller interest than the amount herein bears to the acreage involved.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators or assigns of the undersigned.

EXECUTED this 6 day of August, 2002

X William Franklin Sherman
William Franklin Sherman

292296

RECORDED Aug. 21 2002 9:25 AM
IN BOOK 122 O&G PAGE 554
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Coates

INDIVIDUAL NOTARY

STATE OF Alabama)
) ss.
COUNTY OF Madison)

BEFORE ME, the undersigned authority, on this day personally appeared William Franklin Sherman known to me to be the person(s) whose names are 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 6 day of August, 2002.

My commission expires:
1/19/2011

Notary Public

NOTARY PUBLIC STATE AT LARGE

C:\MyFiles\Forms\RatOGL

555

When Recorded Return to:
Dolar Energy, L.L.C.
935 East South Union Avenue D-202
Midvale, Utah 84047

292297

RECORDED Aug 21 2002 9:25 A.M.
IN BOOK 122 O+G PAGE 555
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING
COUNTY OF SUBLETTE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 15th day of March, 2001, **Leola J. Sherman, aka Jeneva Sherman, a widow,** as Lessor, executed to DOLAR ENERGY, L.L.C., as Lessee, an Oil and Gas Lease which is recorded in Book 117 O&G at Page 382 of the records of Sublette County, Wyoming, covering lands situated in Sublette County, Wyoming, and particularly described as follows, to-wit:

Township 30 ~~South~~ North, Range 112 East, 6th P.M.

Section 5: Lot 2, and a portion of the SW¼NE¼ lying within the following described tract: Beginning at a point North 64°42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence south 62°36' East 6 chains, 76 links, to the place of beginning.

Township 31 North, Range 112 West, 6th P.M.
Section 32: SE¼SW¼, SW¼SE¼

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said lease as of the dated of its execution and recognize the full validity of the same insofar as it affects the entire right, title and interest of the undersigned in and to the above described land, and the undersigned hereby grant, lease and let to PHILLIPS PETROLEUM COMPANY, its successors and assigns, the above described tract of land, subject to and in accordance with all of the terms and provisions of said above described lease, all of which are incorporated herein by reference.

The undersigned further authorize DOLAR ENERGY, L.L.C., its successors and assigns, to pay any rentals and royalties which may be paid under the terms of said lease in the proportions set out below directly to the undersigned, and payments so made will fully protect and extend said lease as to the entire interest of the undersigned notwithstanding that the undersigned own a larger or smaller interest than the amount herein bears to the acreage involved.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators or assigns of the undersigned.

EXECUTED this 8 day of August, 2002

X Leola Jean Morrison
Leola Jean Morrison

INDIVIDUAL NOTARY

STATE OF Alabama)
) ss.
COUNTY OF Madison)

BEFORE ME, the undersigned authority, on this day personally appeared Leola Jean Morrison known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of August, 2002.

My commission expires:

My Commission Expires 10-05-2004

Notary Public

NOTARY PUBLIC ALABAMA STATE

C:\MyFiles\Forms\RatOGL

ASSIGNMENT and CONVEYANCE

THIS CONVEYANCE, made this 1st day of July, 2002, between Moon Royalty L.L.C. of P. O. Box 1197, Oklahoma City, Oklahoma 73102-9998, hereinafter called GRANTOR, and Ricks Exploration II, L.P. of 3000 Oklahoma Tower, 210 Park Avenue, Oklahoma City, Oklahoma 73102, hereinafter called GRANTEE, a subsidiary of Ricks I L.L.C.

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to the request and direction of Ricks I L.L.C. as the owner of membership interests in GRANTOR in connection with a distribution by GRANTOR to its members, the GRANTOR herein does hereby grant, bargain, sell, transfer and convey to said GRANTEE, an undivided 60.00% interest in and to all of Grantor's right, title and interest in and to the lands and property it acquired through the documents referenced on the attached Exhibit "A", including, but not limited to, oil and gas leases, leasehold and wells associated therewith, and including without limitation minerals, royalties, overriding royalties, contractual and all other similar interests described in said document(s) and shown on said Exhibit "A", whether accurately described or not.

Said lands and property being situated in Sublette County, State of Wyoming.

It being the intention of GRANTOR to convey to Grantee an undivided 60.00% of its right, title and interest, in and to said property.

This conveyance is made with full substitution and subrogation in and to all the rights and actions of warranty that Grantor has or may have against predecessors in title.

TO HAVE AND TO HOLD the property described herein with all and singular the rights, privileges and appurtenances thereunto or in any wise belonging to said property, to the said Grantee herein, their heirs, successors, personal representatives, administrators, executors and/or assigns forever. And Grantor, Grantor's successors and assigns, do hereby covenant, promise and agree to and with Grantee, that Grantor will WARRANT AND FOREVER DEFEND the same unto Grantee, Grantee's successors and assigns, against Grantor, Grantor's successors or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same by, through or under Grantor only and not otherwise.

IN WITNESS WHEREOF, the Grantor herein has set its hand and seal the day and year first above written, and shall be effective as of May 31, 2002, 11:59 p.m., at the location of each Oil and Gas Interest.

ATTEST/WITNESS:

(Chris McCormick)

(Ruth Burba)

MOON ROYALTY L.L.C.

(C. S. Collier, Manager) (SEAL)

ACKNOWLEDGMENT

292298

RECORDED Aug. 21, 2002 9:25 A.M.
IN BOOK 122 OAG PAGE 556
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF OKLAHOMA ss.

COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 1st day of July, 2002, by: C. S. Collier, Manager of Moon Royalty L.L.C.

My Commission Expires: Comm. # 01016220 Expires Oct. 29, 2005

Notary Public (Julie C. Grey)

JULIE C. GREY NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA

Exhibit "A"

WY30300 Gannett #13-16

Type: Assignment of Overriding Royalty
Dated: 2/12/01
Recorded: Book 117, Page 265 and Book 117, Page 262
Assignor/Grantor: William J. Miller and Nancy H. Miller; CL Machinary Company
Assignee/Grantee: Moon Royalty L.L.C.
County/State: Sublette County, Wyoming
Lands: SW/4 SW/4 of Section 16, Township 33 North, Range 109 West

Document Prepared By:
Chet Collier
3000 Oklahoma Tower, 210 Park Ave.
Oklahoma City, OK 73102

[redacted] [redacted] [redacted]

007698.001

Producers 88
Rocky Mountain 1999
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

PAID-UP OIL AND GAS LEASE

292299

Aug 21 2001 02:30 PM
IN BOOK 122 O+G PAGE 558
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Smith

THIS AGREEMENT, made and entered into this 15th day of August, 2001, by and between Antone M. Swanda, General Partner of The Triple Creek Family Limited Partnership, dated March 17th, 1997, whose address is 2708 West 29th, Loveland, CO 80538, 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 747.19 acres, whether there actually be more or less.

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

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date, (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such times as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-sixth (1/6) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Home State Bank, at 935 N. Cleveland, Loveland, CO 80537 (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.

76698-001

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

Antone

operations or if 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.

The Triple Creek Family Limited Partnership, dated March 17, 1997

By: Antone M. Swanda
Antone M. Swanda, General Partner

INDIVIDUAL

STATE OF Colorado }
COUNTY OF Larimer } ss.

On this 4th day of February, 2002, before me personally appeared Antone M. Swanda, General Partner of The Triple Creek Family Limited Partnership, dated March 17,1997, to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 4th day of February, 2002 my

My commission expires:
5/25/04

Notary Public for the State of Colorado
residing at 420 E. 5th #201

CORPORATE

STATE OF _____ }
COUNTY OF _____ } ss.

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 _____

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated August 15, 2001, by and between Antone M. Swanda, General Partner of The Triple Creek Family Limited Partnership, dated March 17th, 1997, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the following described lands in Sublette County, Wyoming, to wit:

Township 34 North, Range 111 West, 6th P.M.
Section 34: S1/2NE1/4, SE1/4
Section 35: SW1/4NW1/4, W1/2SW1/4

Less and except those lands described as follows:

That certain portion of NW1/4SW1/4 of Section 35, Township 34 North, Range 111 West, 6th P.M., more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2,324.2 feet from the Southwest Corner of Section 35, above described; thence N 88° 08' W a distance of 600.0 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing 3.84 acres, more or less.

That certain portion of SW1/4SW1/4 of Section 35, Township 34 North, Range 111 West, 6th P.M., described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00° 04' W, 783 feet from the intersection of said right-of-way line and the south line of said Section 35 and N 58° 12' E 1,486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5" X 4" X 8" marked // on E, //// on W, Thence continuing N 00° 04' W, 500.00 feet along the said right-of-way line to a point; Thence S 89° 56' W, 350.0 feet at right angles to the said right-of-way line to a point; Thence S 00° 04' E, 500 feet parallel to the said right-of-way line to a point; Thence N 89° 56' E, 350.0 feet at right angles to said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

That certain portion of the SW1/4SW1/4 of Section 35, Township 34 North, Range 111 West, 6th P.M., more particularly described as follows: Beginning at the intersection of the south line of said SW1/4SW1/4 and the west right-of-way line of State Highway 189, S 89° 59' E, 1,263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5" X 4" X 8" marked // on E, //// on W; Thence N 00° 04' W, 783.4 feet along the said west right-of-way line to a point; Thence S 89° 56' W, 350.0 feet at right angles to the said right-of-way line to a point; Thence continuing 89° 56' W, 235.2 feet to a point; Thence S 00° 30' E, 718.4 feet along the west side of an existing panel board fence to a point; Thence continuing S 00° 30' E, 64.1 feet, more or less, to an intersection with the said south line; Thence S 89° 59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Township 33 North, Range 111 West, 6th P.M.
Section 02: Lot 4(40.04), SW1/4NW1/4, W1/2SW1/4
Section 03: Lots 1(40.10), 2(40.13), S1/2NE1/4, SE1/4

Less and except the following tracts of land:

That certain portion of Lot 4, SW1/4NW1/4 of Section 2, Township 33 North, Range 111 West, 6th P.M., described as follows: Beginning at a point which lies South 32° 38' East a distance of 1,691.34 feet from the Northwest Corner of said Section 2; thence South 89° 56' 00" East, a distance of 210 feet to point on the westerly right-of-way line of Highway 189; thence South 00° 04' East, a distance of 414.86 feet along said westerly right-of-way line of Highway 189; thence North 89° 56' 00" West, a distance of 210 feet to a point; thence North 00° 04' 00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less.

All lands in the Daniel Second Plat recorded October 5, 1988, in Msc. Book 54, Page 207, containing 27.51 acres, more or less.

All lands in the Daniel Third Plat recorded May 16, 1988, in Msc. Book 53, Page 584, containing 3.65 acres, more or less.

An unplatted tract of land lying within the Daniel Second Plat described as follows: Commencing at a point which is located South 51° 14.1' East, a distance of 936.14 feet from the Northwest Corner of Section 3, Township 33 North, Range 111 West, 6th P.M., thence South 89° 56.1' West, a distance of 74.61 feet; thence South 00° 26.7' West, a distance of 335.43 feet; thence South 86° 46.1' East, a distance of 74.02 feet; thence North 00° 33.5' East, a distance of 339.69 feet to the true point of beginning, containing 0.55 acres, more or less.

That certain portion of Lot 1, Section 3, Township 33 North, Range 111 West, 6th P.M., bounded and described as follows: Commencing at a point which is the Northeast corner of said Section 3, running thence West along the north line of said Section, 30 feet to the place of

EXHIBIT "A", CONTINUED

Attached to and made a part of that certain oil and gas lease dated August 15, 2001, by and between Antone M. Swanda, General Partner of The Triple Creek Family Limited Partnership, dated March 17th, 1997, as Lessor, and Hanson & Strahn, Inc., as Lessee, covering the follcwing described lands in Sublette County, Wyoming, to wit:

beginning; thence from said place of beginning South parallel to the East side of said Section, 100 feet; thence at a right angle and in a westerly direction and parallel to the North side of said Section, 472.26 feet; thence in a northeasterly direction 103.25 feet to a point on the North line of said Section, which point is 446.52 feet West from said place of beginning; thence East and along the North line of said Section, 446.52 feet to the place of beginning, containing 1.055 acres, more or less.

That certain portion of the SW1/4SW1/4 of Section 2 and the SE1/4SE1/4 of Section 3, Township 33 North, Range 111 West, 6th P.M., described as follows: Beginning at a point which is the corner of Sections 2, 3, 10 and 11, Township 33 North, Range 111 West, 6th P.M., thence the following courses: South 89° 52' 10" West, 385.98 feet; North 00° 21' 09" West, 1,025.55 feet; North 89° 56' 57" East, 1,700.00 feet to a PK nail set in the pavement of U.S. Highway 189 and from which the SW 1/16 corner of Section 2 bears North 00° 21' 11" West, 294.12 feet; South 00° 21' 11" East, 1,025 feet to the PK nail in the pavement of U.S. Highway 189 which is the West 1/16 corner of Sections 2 and 11; South 89° 56' 56" West, 1,314.03 feet to the point of beginning, containing 40.004 acres, more or less.

It is hereby understood and agreed as follows:

No well shall be drilled nearer than 300 feet to the house or barn now located on said premises without the written consent of the Lessor.

Prior to entry upon the leased premises, Lessee shall consult with Lessor, or Lessor's tenant, to determine mutually acceptable locations for all roads, drill sites, and pipelines on the leased premises. Lessor's or Lessor's tenant's approval of such locations shall not be unreasonably withheld. Prior to entry upon the leased premises, Lessee shall make a reasonable payment to Lessor, or at Lessor's direction, to the Lessor's tenant, for any anticipated damages caused by Lessee's operations hereunder to the surface or to growing crops on the premises. Such payment shall be based upon damage payments for operations on similar property in the vicinity to the leased premises. Upon abandonment of Lessee's operations on the leased premises, Lessee agrees to return the premises to its original condition, as nearly as is practicable.

Notwithstanding anything to the contrary contained herein: Lessee shall remove all improvements, machinery, and fixtures placed or erected by Lessee on said premises within one year of abandoning operations on the leased premises. Upon abandonment of operations hereunder, Lessee shall have the right for one year (but not the obligation) to pull and remove casings and pipelines utilized for operations hereunder.

Paragraph 13 is hereby deleted.

In the event this lease is not continued beyond its primary term by the provisions herein contained, Lessee, its successors or assigns, has the option, but not the obligation, to extend this lease for an additional term of three years from the 15th day of August, 2006, and as long thereafter as oil and gas or either of them is produced from said lands covered in this lease. Said extension to be under the terms and conditions as contained in this lease. This option to extend may be exercised by tendering to Lessor, its heirs, successors, or assigns at the last known address, the sum of Forty and No/100ths Dollars ($40.00) per net mineral acre, on or before the expiration of the initial primary term of this lease.

Signed for purposes of identification:

Antone M. Swanda, General Partner of the
The Triple Creek Family Limited Partnership,
dated March 17, 1997

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is made as of 7 a.m., local time, on July 16, 2002 (the "Effective Time") from Pannonian Energy Inc., a Delaware corporation, having an address of 14 Inverness Drive East, Suite H-236, Englewood, CO 80112, as "Assignor", to Brek Petroleum Inc., a Nevada corporation, whose address is 19th Floor, 80 Gloucester Road, Wan Chai, Hong Kong, as "Assignee". This Assignment is executed pursuant to the terms of that certain Purchase Agreement by and among Gasco Energy, Inc., Pannonian Energy Inc., San Joaquin Oil & Gas Ltd., Brek Energy Corporation, Brek Petroleum Inc., Brek Petroleum (California), Inc. and certain selling stockholders, dated as of July 16, 2002 (the "Purchase Agreement").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, the following (collectively, the "Assets"):

> An undivided 25% of Assignor's right, obligations, title and interest at the date of this Assignment in (i) the oil and gas leases described in Exhibit A, but only insofar as such leases cover the lands specifically described in Exhibit A (the "Leases"), and (ii) the rights and obligations of Assignor, to the extent transferable, in and to all agreements described in Exhibit B (the "Contracts") and rights-of-way, easements and licenses, if any, that are appurtenant to or used in connection with the ownership or operation of the Leases, but only insofar as the Contracts and such rights-of-way, easements and licenses cover and pertain to the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever, subject to the terms and conditions hereof.

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

(a) Assignor hereby reserves unto itself, its successors and assigns, the overriding royalty interest of production in the aggregate described in the column headed "Reserved Overriding Royalty Interest" of Exhibit A. If Assignor is assigning less than the full leasehold interest in a Lease or if a Lease covers less than the full fee interest in the oil and gas estate, then the overriding royalty interest herein reserved in the Lease shall be reduced proportionately.

(b) Subject to the Permitted Encumbrances (as such term is defined in the Purchase Agreement), Assignor warrants title to the Assets only against the claims of persons claiming by, through or under Assignor, but not otherwise.

(c) Except as provided in subsection (a) above, the Assets are hereby assigned by Assignor to Assignee without recourse, covenant or warranty of title of any kind, express, implied or statutory. Any covenants or warranties implied by statute or law by the use herein of the words "grant", "convey" or other similar words are hereby expressly restrained, disclaimed,

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waived and negated. 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 or statutory. **EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR MADE IN THE PURCHASE AGREEMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, OR (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.**

(d) Assignee hereby assumes and agrees to pay, perform, fulfill and discharge all claims, liabilities and obligations under the Leases and the Contracts and under all Permitted Encumbrances, but only to the extent that any of the foregoing are valid and enforceable, relate to the Assets and are attributable to the period after the Effective Time.

(e) Separate assignments of the Leases shall, as necessary, be executed on officially approved forms (assignment of operating rights) by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interest in the Leases conveyed herein. This Assignment, insofar as it affects any interest in Leases the transfer of which must be approved by the Bureau of Land Management or any state regulatory authority, is made and accepted subject to the approval of the appropriate governmental agency and to the terms of such approval, if and to the extent required by applicable law.

(f) To facilitate recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. Assignor and Assignee have each retained a counterpart of this Assignment with complete exhibits.

(g) Any indivisible right-of-way or easement is excluded from the conveyance and grant made by this Assignment.

(h) This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

(i) 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.

EXECUTED on the dates contained in the acknowledgment of this instrument, but to be effective for all purposes as of the Effective Time.

PANNONIAN ENERGY INC.,
a Delaware corporation

By: _____
Michael K. Decker, Executive Vice President and Chief Operating Officer

BREK PETROLEUM INC.,
a Nevada corporation

By: _____
Kenneth G. C. Telford
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of July, 2002, by Michael K. Decker, Executive Vice President and Chief Operating Officer of Pannonian Energy Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of July, 2002, by Kenneth G. C. Telford as President of Brek Petroleum Inc., a Nevada corporation.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public

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EXHIBIT "A"

ATTACHED TO AND MADE A PART HEREOF ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN PANNONIAN ENERGY INC., (ASSIGNOR) AND BREK PETROLEUM INC., (ASSIGNEE) EFFECTIVE JULY 16, 2002

STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYOMING				
(The base of the Fort Union Formation is more particularly defined in various Assignments into Pannonian Energy Inc. recorded in Sublette County, Wyoming)				
01-00402	6/2/2001	**T30N-R110W** SECTION 16: LOTS 1, 2, W2, NE, W2SE, NESE SUBLETTE COUNTY, WY	636.61	2.500%
01-00410	6/2/2001	**T29N-R111W** SECTION 1: S/2SW, SWSE SUBLETTE COUNTY, WY	120.00	2.500%
01-00414	6/2/2001	**T32N-R112W** SECTION 16: ALL SUBLETTE COUNTY, WY	640.00	2.500%
01-00415	6/2/2001	**T32N-R112W** SECTION 36: ALL SUBLETTE COUNTY, WY	640.00	2.500%
01-00567	10/2/2001	**T30N-R111W** SECTION 36: ALL SUBLETTE COUNTY, WY	640.00	2.500%
01-00568	10/2/2001	**T32N-R111W** SECTION 34: NESE SUBLETTE COUNTY, WY	40.00	2.500%
01-00569	10/2/2001	**T32N-R111W** SECTION 36: ALL SUBLETTE COUNTY, WY	640.00	2.500%
89-00645	10/2/1989	**T30N-R111W** SECTION 16: W2, NE SUBLETTE COUNTY, WY	480.00	1.000%
89-00646	10/2/1989	**T31N-R111W** SECTION 11: NENW SECTION 16: NE SUBLETTE COUNTY, WY	200.00	1.000%
93-00117	4/2/1993	**T32N-R110W** SECTION 16: ALL SUBLETTE COUNTY, WY	640.00	0.500%
93-00118	4/2/1993	**T32N-R110W** SECTION 21: W2NE, E2SW, E2NW, SESE SECTION 28: E2NW, NESW, SWSW SECTION 32: N2SE SECTION 33: NWNW SUBLETTE COUNTY, WY	560.00	1.000%
93-00128	4/2/1993	**T31N-R111W** SECTION 16: W/2 SUBLETTE COUNTY, WY	320.00	1.000%
93-00129	4/2/1993	**T31N-R111W** SECTION 36: N2, SE SUBLETTE COUNTY, WY	480.00	1.000%
93-00130	4/2/1993	**T32N-R111W** SECTION 16: ALL SUBLETTE COUNTY, WY	640.00	1.000%
93-00133	4/2/1993	**T33N-R111W** SECTION 16: W2, SE SUBLETTE COUNTY, WY	480.00	1.000%
93-00134	4/2/1993	**T33N-R111W** SECTION 36: N2, SE SUBLETTE COUNTY, WY	480.00	1.000%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
93-00416	10/2/1993	**T33N-R112W** SECTION 36: ALL SUBLETTE COUNTY, WY	640.00	1.000%
98-00595	11/2/1998	**T29N-R110W** SECTION 16: ALL SUBLETTE COUNTY, WY	640.00	1.000%
98-00784	1/2/1999	**T29N-R110W** SECTION 6: LOTS 3, 4 SUBLETTE COUNTY, WY	46.60	1.000%
98-00785	1/2/1999	**T29 N-R110W** SECTION 6: NESW SUBLETTE COUNTY, WY	40.00	1.000%
WYW-092715	8/1/1988	**T31N-R111W** SECTION 9: NENE SECTION 19: LOT 4 (39.27) SUBLETTE COUNTY, WY	79.27	1.000%
WYW-097288	1/1/1986	**T31N-R110W** SECTION 7: NESW SECTION 18: SESE, N2NWSE SUBLETTE COUNTY, WY	100.00	0.500%
WYW-101774	11/1/1986	**T31N-R111W** SECTION 12: E2NENE SUBLETTE COUNTY, WY	20.00	0.500%
WYW-101779	1/1/1989	**T32N-R111W** SECTION 22: N2SE, SESE SECTION 26: NWNW SUBLETTE COUNTY, WY	160.00	0.500%
WYW-102772	12/1/1986	**T31N-R111W** SECTION 6: LOT 1 (40.47), 2 (40.33), 3 (40.19), 4 (39.53), 5 (39.16), 6 (38.84), 7 (38.52), S2NE, SENW, E2SW, SE SECTION 7: LOTS 1 (38.42), 2 (38.54), 3 (38.66), 4 (38.78), E/2, E/2W/2 SUBLETTE COUNTY, WY	1,271.44	1.000%
WYW-102773	8/1/1988	**T32N-R111W** SECTION 13: NE SECTION 14: NE SUBLETTE COUNTY, WY	320.00	0.500%
WYW-102774	1/1/1989	**T32N-R111W** SECTION 23: NE SECTION 24: NE SECTION 25: N2NE, SENE SUBLETTE COUNTY, WY	440.00	0.500%
WYW-104824	7/1/1987	**T32N-R111W** SECTION 15: NE SUBLETTE COUNTY, WY	160.00	0.500%
WYW-113419	10/1/1988	**T30N-R111W** SECTION 26: N/2, N/2S/2, SESE SUBLETTE COUNTY, WY	520.00	1.000%
WYW-114057	1/1/1989	**T30N-R111W** SECTION 5: S/2N/2, S/2 SUBLETTE COUNTY, WY	480.00	1.000%
WYW-114058	1/1/1989	**T31N-R111W** SECTION 10: SW SECTION 14: E/2, SENW, SW SUBLETTE COUNTY, WY	680.00	1.000%
WYW-114059	1/1/1989	**T32N-R111W** SECTION 21: NENE SECTION 28: S/2NW, SW, W/2SE, SESE SUBLETTE COUNTY, WY	400.00	1.000%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYW-115621	4/1/1989	T31N-R111W SECTION 23: NE, NENW, S2NW, S2 SUBLETTE COUNTY, WY	600.00	1.000%
WYW-118172	12/1/1989	T32N-R110W SECTION 35: NE SECTION 25: NE SUBLETTE COUNTY, WY	320.00	1.000%
WYW-118866	1/1/1990	T32N-R110W SECTION 30: NE SUBLETTE COUNTY, WY	160.00	0.500%
WYW-119474	3/1/1990	T30N-R110W SECTION 30: LOT 7 SUBLETTE COUNTY, WY	28.67	1.000%
WYW-121407	9/1/1990	T32N-R110W SECTION 7: LOTS 1 (28.77), 2 (28.91), 3 (29.05), 4 (29.19), E2, E2W2 SECTION 18: NE SECTION 19: NE SUBLETTE COUNTY, WY	915.92	0.500%
WYW-121408	9/1/1990	T32N-R110W SECTION 20: E2E2, NE SUBLETTE COUNTY, WY	320.00	0.500%
WYW-121684	9/1/1990	T30N-R111W SECTION 6: LOT 1 (39.53), 2 (39.67), 3 (39.81), 4 (39.68) SECTION 9: ALL SUBLETTE COUNTY, WY	798.69	1.000%
WYW-124075	5/1/1991	T31N-R111W SECTION 17: ALL SECTION 18: LOTS 1 (38.89), 2 (38.99), 3 (39.09), 4 (39.19), E/2, E/2W/2 SECTION 20: ALL SECTION 21: ALL SUBLETTE COUNTY, WY	2,556.16	1.000%
WYW-124628	7/1/1991	T30N-R110W SECTION 24: ALL SUBLETTE COUNTY, WY	640.00	0.500%
WYW-124630	7/1/1991	T31N-R111W SECTION 24: ALL SUBLETTE COUNTY, WY	640.00	1.000%
WYW-124634	7/1/1991	T30N-R111W SECTION 1: LOTS 1 (39.99), 2 (39.98), 3 (39.97), 4 (39.95), S/2N/2, S/2 SECTION 2: LOTS 1 (39.80), 2 (39.61), 3 (39.43), 4 (39.25), S/2N/2, S/2 SECTION 12: ALL SECTION 13: NWNW SUBLETTE COUNTY, WY	1,957.98	1.000%
WYW-124636	7/1/1991	T33N-R111W SECTION 35: W/2 SUBLETTE COUNTY, WY	320.00	1.000%
WYW-125139	9/1/1991	T31N-R110W SECTION 24: E/2 SECTION 25: ALL SUBLETTE COUNTY, WY	960.00	1.000%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYW-125140	9/1/1991	**T30N-R110W** SECTION 6: LOTS 1 (39.82), 2 (39.88), 3 (39.92), 4 (32.13), 5 (32.59), 6 (33.03), 7 (33.46), S2NE, SENW, E2SW, SE **T31N-R110W** SECTION 30: LOTS 1 (30.81), 2 (30.82), 3 (30.84), 4 (30.85), E2, E2W2 SECTION 31: LOTS 1 (30.99), 2 (31.27), 3 (31.53), 4 (31.80), E/2, E2W2 SECTION 32: ALL SUBLETTE COUNTY, WY	2,459.74	1.000%
WYW-125141	9/1/1991	**T31N-R110W** SECTION 13: ALL SECTION 14: ALL SECTION 23: ALL SECTION 24: W/2 SUBLETTE COUNTY, WY	2,240.00	1.000%
WYW-125144	9/1/1991	**T31N-R111W** SECTION 19: LOTS 1 (39.24), 2 (39.25), 3 (39.26), E/2, E/2W/2 SECTION 28: ALL SECTION 29: ALL SECTION 30: LOTS 1 (39.32), 2 (39.40), 3 (39.48), 4 (39.57), E/2, E/2W/2 SUBLETTE COUNTY, WY	2,515.52	1.000%
WYW-125145	9/1/1991	**T31N-R111W** SECTION 31: LOTS 1 (39.64), 2 (39.67), 3 (39.70), 4 (39.73), E/2, E/2W/2 SECTION 32: N/2, SW, N/2SE, SWSE SECTION 33: N/2, N/2SW, SESW, SE SUBLETTE COUNTY, WY	1,838.74	1.000%
WYW-128309	1/1/1993	**T31N-R110W** SECTION 4: LOTS 1 (39.06), 2 (39.12), 3 (39.18), S/2NE, SENW, E/2SW, SE SECTION 9: NE, E/2NW, N/2SE, SESE SECTION 15: W/2NW, E/2SW, S/2SE SECTION 22: E/2, E/2NW SECTION 27: E/2 SECTION 34: NE, E/2SE SUBLETTE COUNTY, WY	2,037.36	1.000%
WYW-128799	4/1/1993	**T30N-R110W** SECTION 20: N/2NE SECTION 21: LOTS 2 (19.46), 3 (39.93), 5 (7.68), N/2NW SUBLETTE COUNTY, WY	227.07	1.000%
WYW-128818	4/1/1993	**T32N-R111W** SECTION 12: ALL SUBLETTE COUNTY, WY	640.00	1.000%
WYW-128819	4/1/1993	**T32N-R110W** SECTION 24: W/2W/2 SUBLETTE COUNTY, WY	160.00	1.000%
WYW-129373	6/1/1993	**T30N-R111W** SECTION 26: S/2SW, SWSE SUBLETTE COUNTY, WY	120.00	1.000%
WYW-129428	7/1/1993	**T32N-R110W** SECTION 5: SWSW SUBLETTE COUNTY, WY	40.00	1.000%
WYW-129429	7/1/1993	**T30N-R110W** SECTION 11: NESW, NWSE SECTION 14: SENE SUBLETTE COUNTY, WY	120.00	1.000%
WYW-129430	7/1/1993	**T33N-R112W** SECTION 26: ALL SUBLETTE COUNTY, WY	640.00	1.000%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYW-129702	8/1/1993	**T31N-R111W** SECTION 2: N2SWNW SECTION 11: E2SENW SECTION 13: S2NE SUBLETTE COUNTY, WY	120.00	0.500%
WYW-129703	8/1/1993	**T33N-R111W** SECTION 11: E/2 SECTION 13: ALL SECTION 14: E/2 SUBLETTE COUNTY, WY	120.00	1.000%
WYW-130319	10/1/1993	**T31N-R111W** SECTION 3: NESE SUBLETTE COUNTY, WY	40.00	1.000%
WYW-130732	12/1/1993	**T30N-R110W** SECTION 19: LOT 1 (35.12), N2NE, E2NW SECTION 30: LOTS 3 (35.74), 4 (35.90), 10 (36.06), 11 (36.22), NENW SUBLETTE COUNTY, WY	379.04	1.000%
WYW-130735	12/1/1993	**T30N-R111W** SECTION 6: LOTS 5 (39.77), 6 (39.79), 7 (39.83), S/2NE, SENW, E/2SW, SE SECTION 7: LOTS 1 (39.80), 2 (39.81), NE, E/2NW SECTION 8: ALL SUBLETTE COUNTY, WY	1,439.00	1.000%
WYW-130736	12/1/1993	**T31N-R111W** SECTION 3: LOTS 1 (40.05), 2 (40.04), 3 (40.03), 4 (40.01), S2N2, SW, NWSE, S2SE SUBLETTE COUNTY, WY	600.13	1.000%
WYW-130737	12/1/1993	**T31N-R111W** SECTION 10: N2, SE SUBLETTE COUNTY, WY	480.00	1.000%
WYW-130738	12/1/1993	**T31N-R111W** SECTION 34: ALL SECTION 35: ALL SUBLETTE COUNTY, WY	1,280.00	1.000%
WYW-130841	12/1/1993	**T33N-R111W** SECTION 1: LOTS 1 (39.96), 2 (39.92) SUBLETTE COUNTY, WY	79.88	0.500%
WYW-131099	1/1/1994	**T32N-R112W** SECTION 10: S2NE SECTION 11: SWSE SECTION 8: LOT 1 (26.63),SENE SECTION 9: LOTS 1 (20.68), 2 (19.02), S2NE **T33N-R112W** SECTION 34: E2SESE SUBLETTE COUNTY, WY	326.33	1.000%
WYW-131100	1/1/1994	**T29N-R111W** SECTION 3: LOTS 17 (45.82), 18 (36.01) SECTION 4: LOT 10 (43.08) SECTION 9: SESE SECTION 15: W/2 SECTION 23: NE/4 SECTION 25: NWNW SECTION 26: ALL SECTION 27: NE, NENW SECTION 34: SE, E/2NE SECTION 35: ALL SUBLETTE COUNTY, WY	2,404.91	1.000%
WYW-131388	2/1/1994	**T32N-R110W** SECTION 22: N/2, SE SECTION 23: ALL SECTION 26: ALL SUBLETTE COUNTY, WY	1,760.00	0.500%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYW-131389	2/1/1994	**T32N-R110W** SECTION 29: SE, E2NE SUBLETTE COUNTY, WY	240.00	0.500%
WYW-131390	2/1/1994	**T32N-R110W** SECTION 31: NE SUBLETTE COUNTY, WY	160.00	0.500%
WYW-131399	2/1/1994	**T33N-R111W** SECTION 11: S/2NW, N/2SW, SESW SECTION 14: E/2W/2 SUBLETTE COUNTY, WY	360.00	0.500%
WYW-131400	2/1/1994	**T33N-R111W** SECTION 24: SW SECTION 25: ALL SECTION 26: ALL SUBLETTE COUNTY, WY	1,440.00	0.500%
WYW-131407	2/1/1994	**T31N-R112W** SECTION 1: LOTS 1 (39.97), 2 (39.90), 3 (39.84), 4 (39.77), S/2N/2, S/2 SECTION 2: LOTS 1 (39.69), 2 (39.59), 3 (39.49), 4 (39.39), S/2N/2, S/2 SECTION 3: LOTS 1 (39.35), 2 (39.37), 3 (39.39), 4 (39.41), S/2N/2, S/2 SUBLETTE COUNTY, WY	1,915.16	0.500%
WYW-131408	2/1/1994	**T31N-R112W** SECTION 4 : LOTS 1 (39.38), 2 (39.32) SECTION 9: N2NE SECTION 10: NE SECTION 11: NE SECTION 12: NE SUBLETTE COUNTY, WY	638.70	1.000%
WYW-131409	2/1/1994	**T31N-R112W** SECTION 13: NE SECTION 14: NE SECTION 15: N2NE SUBLETTE COUNTY, WY	400.00	1.000%
WYW-131410	2/1/1994	**T31N-R112W** SECTION 23: NE SECTION 24: NE SUBLETTE COUNTY, WY	320.00	1.000%
WYW-131411	2/1/1994	**T31N-R112W** SECTION 25: NE SUBLETTE COUNTY, WY	160.00	1.000%
WYW-131412	2/1/1994	**T32N-R112W** SECTION 10: LOT 4 (22.25) SECTION 20: NE SECTION 21: NE SUBLETTE COUNTY, WY	342.25	1.000%
WYW-131413	2/1/1994	**T32N-R112W** SECTION 23: NE SECTION 24: NE SECTION 25: NE SECTION 26: NE SUBLETTE COUNTY, WY	640.00	1.000%
WYW-131414	2/1/1994	**T32N-R112W** SECTION 29: NE SECTION 28: NE SECTION 27 :NE SUBLETTE COUNTY, WY	480.00	1.000%

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STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
WYW-131415	2/1/1994	**T32N-R112W** SECTION 32: NE SECTION 33: NE SECTION 34: NE SECTION 35: NE SUBLETTE COUNTY, WY	640.00	1.000%
WYW-131910	4/1/1994	**T30N-R110W** SECTION 9: LOT 5 (8.19) SECTION 12: LOT 5 (31.23) SUBLETTE COUNTY, WY	39.42	1.000%
WYW-131912	4/1/1994	**T31N-R110W** SECTION 3: S/2 SECTION 10: ALL SECTION 11: ALL SUBLETTE COUNTY, WY	2,560.00	1.000%
WYW-131913	4/1/1994	**T31N-R110W** SECTION 21: LOTS 3 (14.08), 4 (.50), 5 (35.07), 6 (41.47) 8 (12.80), NWNW, S/2NW, NESW, W2SE SECTION 28: NWNE SUBLETTE COUNTY, WY	383.92	1.000%
WYW-131914	4/1/1994	**T33N-R110W** SECTION 20: NE SUBLETTE COUNTY, WY	160.00	0.500%
WYW-131915	4/1/1994	**T33N-R110W** SECTION 30: LOT 1 (39.40), 2 (39.48), 3 (39.56), 4 (39.64), E/2, E/2W/2 SUBLETTE COUNTY, WY	638.08	1.000%
WYW-131920	4/1/1994	**T30N-R111W** SECTION 22: ALL SECTION 23: ALL SECTION 25: W/2NE, W/2, NWSE SUBLETTE COUNTY, WY	1,720.00	1.000%
WYW-131921	4/1/1994	**T32N-R111W** SECTION 9: S/2 SECTION 10: S/2SW SUBLETTE COUNTY, WY	400.00	1.000%
WYW-131927	4/1/1994	**T33N-R112W** SECTION 4: LOTS 1 (39.90), 2 (39.93), 3 (39.97), 4 (40.00), S/2N/2, S/2 SECTION 9: ALL SECTION 17: N/2, N/2SW, SE SECTION 18: N/2SE SUBLETTE COUNTY, WY	1,919.80	0.500%
WYW-132401	6/1/1994	**T29N-R110W** SECTION 1: LOTS 1 (39.90), 2 (39.71), 3 (39.51), 4 (39.32), S/2N/2, S/2 SECTION 12: ALL SUBLETTE COUNTY, WY	1,278.44	1.000%
WYW-132402	6/1/1994	**T29N-R110W** SECTION 13: ALL SECTION 14: ALL SUBLETTE COUNTY, WY	1,280.00	1.000%
WYW-132403	6/1/1994	**T29N-R110W** SECTION 33: NE SUBLETTE COUNTY, WY	160.00	1.000%
WYW-132412	6/1/1994	**T32N-R112W** SECTION 17: NE SECTION 19: N2NE SUBLETTE COUNTY, WY	240.00	1.000%
WYW-132413	6/1/1994	**T32N-R112W** SECTION 31: N2NE SUBLETTE COUNTY, WY	80.00	1.000%

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WYW-132414	6/1/1994	**T33N-R112W** SECTION 3: LOTS 1 (39.81), 2 (39.83), 3 (39.85), 4 (39.87), S/2N/2, S/2 SUBLETTE COUNTY, WY	639.36	0.500%
WYW-133084	8/1/1994	**T33N-R110W** SECTION 21: NWNW SECTION 28: W2NW SECTION 33: NENW, SWNE SUBLETTE COUNTY, WY	200.00	0.500%
WYW-133090	8/1/1994	**T34N-R111W** SECTION 6: E/2SE **T34N-R112W** SECTION 1: LOTS 2 (40.01), 3 (40.01), 4 (40.02), SWNE, S/2NW, E/2SW, W/2SE SECTION 2: LOTS 1 (40.04), 2 (40.11), SWSE SECTION 11: SESW SUBLETTE COUNTY, WY	640.19	0.500%
WYW-133098	8/1/1994	**T33N-R112W** SECTION 5: LOTS 1 (40.01), 2 (39.99), 3 (39.97), 4 (39.95), S/2N/2, S/2 SECTION 6: LOTS 1 (39.95) 2 (39.96), 3 (39.98), 4 (39.12), 5 (39.28), 6 (39.34), 7 (39.39) S/2NE, SENW, E/2SW, SE SECTION 7: LOTS 1 (39.45), 2 (39.49), 3 (39.55), 4 (39.59), E2, E2W2 SECTION 8: W2 SECTION 18: LOTS 1 (39.62), 2 (39.63), NE, E2NW SUBLETTE COUNTY, WY	2,554.27	0.500%
WYW-133099	8/1/1994	**T34N-R112W** SECTION 10: SW/4 SECTION 14: S/2N/2 SECTION 15: S/2N/2, NWNW, SW SECTION 22: ALL SECTION 23: W/2E/2, W/2 SECTION 26: W/2NE, SENE, W/2, SE SUBLETTE COUNTY, WY	2,400.00	0.500%
WYW-133100	8/1/1994	**T34N-R112W** SECTION 17: ALL SECTION 20: ALL SECTION 21: ALL SUBLETTE COUNTY, WY	1,920.00	0.500%
WYW-133101	8/1/1994	**T34N-R112W** SECTION 27: ALL SECTION 28: ALL SECTION 33: ALL SECTION 34: ALL SUBLETTE COUNTY, WY	2,560.00	0.500%
WYW-133778	10/1/1994	**T29N-R111W** SECTION 12: NENW SECTION 13: NWNW SECTION 23: SENW, SESW SECTION 25: NENE SUBLETTE COUNTY, WY	200.00	1.000%
WYW-135139	2/1/1995	**T29N-R111W** SECTION 12: SWNW SECTION 23: NESW SUBLETTE COUNTY, WY	80.00	1.000%
WYW-135140	4/1/1995	**T31N-R111W** SECTION 2: SWSW SECTION 11: NWNW SECTION 13: SWSW SECTION 23: NWNW SUBLETTE COUNTY, WY	160.00	1.000%

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WYW-135147	2/1/1995	**T33N-R112W** SECTION 1: LOTS 2 (39.95), 3 (39.91), 4 (39.88), S/2N/2, S/2 SECTION 2: LOTS 1 (39.85), 2 (39.84), 3 (39.82), 4 (39.81), S/2N/2, S/2 SUBLETTE COUNTY, WY	1,239.06	1.000%
WYW-135433	11/1/1986	**T31N-R110W** SECTION 6: LOTS 1 (39.25), 2 (39.46), SWNE SECTION 7: W2NE SECTION 18: NENE SUBLETTE COUNTY, WY	238.71	0.500%
WYW-135437	7/1/1991	**T31N-R110W** SECTION 19: LOTS 1 (30.73), 2 (30.75), 3 (30.77), 4 (30.79), E/2, E/2W/2 SUBLETTE COUNTY, WY	603.04	0.500%
WYW-135439	4/1/1993	**T32N-R110W** SECTION 9: NWSE SUBLETTE COUNTY, WY	40.00	0.500%
WYW-136332	5/1/1995	**T29N-R111W** SECTION 10: LOT 1 (39.71), SENE, W2, SE, W2NE SECTION 11: LOT 1 (39.73), E2, NENW, S2NW, SW SECTION 14: ALL SECTION 15: E/2 SECTION 22: E2 SUBLETTE COUNTY, WY	2,559.44	1.000%
WYW-136335	5/1/1995	**T30N-R111W** SECTION 7: SESW SUBLETTE COUNTY, WY	40.00	1.000%
WYW-136830	9/1/1995	**T30N-R111W** SECTION 4: LOTS 1 (39.76), 2 (39.85), 3 (39.94), S/2N/2, S/2 SECTION 5: LOTS 2-4 SUBLETTE COUNTY, WY	718.64	1.000%
WYW-137242	9/1/1995	**T29N-R110W** SECTION 30: LOTS 1 (39.02), 2 (39.15), 3 (39.27), 4 (39.40), E/2W/2 SECTION 31: LOTS 1 (39.53), 2 (39.66), 3 (39.80), 4 (39.93), E/2W/2 **T29N-R111W** SECTION 12: NWNW, NESW, W/2SE SECTION 13: W/2SW, W/2SE SECTION 23: NWSE SECTION 24: W/2, SE/4 SECTION 25: S2N2, NENW, N2SW, SE SUBLETTE COUNTY, WY	1,915.76	1.000%
WYW-138172	3/1/1996	**T31N-R110W** SECTION 27: LOT 4 SUBLETTE COUNTY, WY	8.45	1.000%
WYW-138660	4/1/1996	**T29N-R111W** SECTION 12: SWNE SECTION 13: E2SE SECTION 24: NE SUBLETTE COUNTY, WY	280.00	1.000%
WYW-139294	9/1/1996	**T30N-R110W** SECTION 14: LOTS 4 (18.69), 5 (31.74) SUBLETTE COUNTY, WY	50.43	1.000%

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WYW-139401	7/1/1996	T29N-R111W SECTION 1: LOTS 1 (23.04), 2 (22.02), 3 (21.50), 12, (3.65) SECTION 2: LOTS 5 (6.40), 17 (7.74) SECTION 3: LOT 5 (14.02) SECTION 4: LOT 5 (24.83) SECTION 12: E2E2, NWNE, SENW, W2SW, SESW SECTION 13: NE, E2NW SUBLETTE COUNTY, WY	723.20	1.000%
WYW-139793	12/1/1993	T30N-R110W SECTION 19: LOTS 2 (35.27) SUBLETTE COUNTY, WY	35.27	0.500%
WYW-139794	2/1/1994	T30N-R111W SECTION 24: SENE, NESE SUBLETTE COUNTY, WY	80.00	0.500%
WYW-141371	4/1/1997	T33N-R111W SECTION 15: ALL SECTION 17: NENE, S/2NE, SE SECTION 20: NE, NENW, S/2NW, S/2 SECTION 21: ALL SECTION 28: E/2 SUBLETTE COUNTY, WY	2,480.00	2.000%
WYW-142272	8/1/1997	T33N-R111W SECTION 22: E/2SE SECTION 27: NENE SECTION 30: SE/4 SECTION 31: NE/4 SECTION 32: E/2, NENW, S/2NW, N/2SW SECTION 33: ALL (EXCLUDING 50.00 ACRES IN RSVR ROW WY-03827) SECTION 34: ALL (EXCLUDING 26.00 ACRES IN RSVR ROW WY-03827) SUBLETTE COUNTY, WY	2,164.00	2.000%
WYW-144304	7/1/2001	T33N-R112W SECTION 27: NENE SECTION 35: N2NE, SENE SUBLETTE COUNTY, WY	160.00	1.000%
WYW-153276	11/1/1989	T32N-R111W SECTION 5: LOTS 1 (31.66), 2 (22.85) SECTION 9: E/2NE SECTION 10: W/2NE, NW, N/2SW SECTION 17: NENE SECTION 19: LOTS 1 (37.40), 2 (37.44), 3 (37.48), 4 (37.51), E/2, E/2W/2 SECTION 20: SWNW, SW, SWSE SUBLETTE COUNTY, WY	1,364.34	1.000%
WYW-153277	11/1/1986	T32N-R111W SECTION 31: SE SUBLETTE COUNTY, WY	160.00	1.000%
WYW-153278	8/1/1988	T32N-R111W SECTION 11: ALL SUBLETTE COUNTY, WY	640.00	1.000%
WYW-153279	1/1/1988	T32N-R111W SECTION 33: SW SUBLETTE COUNTY, WY	160.00	1.000%

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WYW-153280	7/1/1987	**T32N-R111W** SECTION 1: LOTS 1 (11.24), 2 (9.26), 3 (47.26), 4 (45.28), S/2SE SECTION 2: LOTS 1 (43.18), 2 (40.97), 3 (38.77), 4 (36.56) SECTION 3: LOTS 1 (34.34), 2 (32.10), 3 (29.86), 4 (27.62) SECTION 4: LOTS 1 (25.44), 2 (23.33), 3 (21.21), 4 (19.10) SECTION 9: W/2NE, NW SUBLETTE COUNTY, WY	805.52	1.000%
WYW-153281	1/1/1989	**T32N-R111W** SECTION 34: W/2SE, SESE SUBLETTE COUNTY, WY	120.00	1.000%
WYW-153283	12/1/1993	**T31N-R111W** SECTION 4: SW SUBLETTE COUNTY, WY	160.00	0.500%
WYW-153399	1/1/1986	**T31N-R110W** SECTION 17: E/2SE SECTION 20: NWNW, S/2NW, SW, W/2SE SECTION 28: SWNW, SWSW SECTION 29: ALL SECTION 33: W/2 SUBLETTE COUNTY, WY	1,480.00	1.000%
WYW-153400	1/1/1989	**T31N-R111W** SECTION 15: N/2NE, SWNE, SW, N/2SE, SWSE SUBLETTE COUNTY, WY	400.00	1.000%
WYW-153401	4/1/1989	**T31N-R111W** SECTION 22: NWNE, S/2NE, W2, SE SECTION 26: ALL SUBLETTE COUNTY, WY	1,240.00	1.000%
WYW-153402	9/1/1990	**T32N-R110W** SECTION 6: LOTS 2 (17.29), 3 (15.27), 4 (9.61), 5 (28.84), SESW, SWSE SUBLETTE COUNTY, WY	151.01	1.000%
WYW-153403	9/1/1990	**T32N-R110W** SECTION 21: W/2W/2 SECTION 28: W/2NW, NWNW SUBLETTE COUNTY, WY	280.00	1.000%
WYW-153404	7/1/1991	**T31N-R111W** SECTION 25: N/2, NWSW, N/2SE, SESE SUBLETTE COUNTY, WY	480.00	1.000%
WYW-153405	12/1/1993	**T31N-R111W** SECTION 5: SE SECTION 8: ALL SUBLETTE COUNTY, WY	800.00	1.000%
WYW-153406	12/1/1993	**T31N-R111W** SECTION 9: W/2NE, SENE, NW, S/2 SECTION 27: ALL SUBLETTE COUNTY, WY	1,240.00	1.000%
WYW-153407	2/1/1994	**T32N-R110W** SECTION 27: E/2, E/2W/2, SWSW SECTION 33: SENE, SESW, NESE, S/2SE SECTION 34: ALL SUBLETTE COUNTY, WY	1,360.00	0.500%
WYW-153408	2/1/1994	**T32N-R110W** SECTION 32: NENE, W2NE, N2SW, SWSW SUBLETTE COUNTY, WY	240.00	0.500%

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WYW-153409	4/1/1995	T30N-R111W SECTION 4: LOT 4 (40.03) SECTION 5: LOT 1 (40.00) T31N-R111W SECTION 15: SESE SECTION 22: NENE SECTION 32: SESE SECTION 33: SWSW SUBLETTE COUNTY, WY	240.03	1.000%
WYW-153751	2/1/1989	T30N-R110W SECTION 30: LOT 7 RIPARIAN TO THOSE PORTIONS OF THE BED OF THE GREEN RIVER AND NEW FORK RIVERS SUBLETTE COUNTY, WY	14.32	1.000%
WYW-153752	4/1/1989	T30N-R110W SECTION 34: SWNE, S2NW, S2 SUBLETTE COUNTY, WY	440.00	1.000%
WYW-153753	4/1/1989	T32N-R110W SECTION 8: W2SW SECTION 9: E2SE, NENE SECTION 10: E2, SW, NENW SECTION 11: W2E2, W2, SESE SECTION 17: NWSE SUBLETTE COUNTY, WY	1,280.00	0.500%
WYW-153754	9/1/1990	T32N-R110W SECTION 17: SESE, E2NW SUBLETTE COUNTY, WY	120.00	1.000%
WYW-153755	4/1/1991	T30N-R110W SECTION 7: LOTS 1 (33.75), 2 (33.90), 3 (34.04), 4 (34.19), NE, E/2W/2 SECTION 18: LOTS 1 (34.36), 2 (34.55), 3 (34.75), 4 (34.94), E/2, E/2W/2 SUBLETTE COUNTY, WY	1,074.48	1.000%
WYW-153758	4/1/1993	T30N-R110W SECTION 28: LOTS 6 (46.85), 7 (40.72), 8 (27.65), 9 (35.39), S2S2 SUBLETTE COUNTY, WY	310.61	1.000%
WYW-153759	4/1/1995	T31N-R110W SECTION 3: LOTS 1-4, S/2N/2 SUBLETTE COUNTY, WY	316.72	1.000%
WYW-153761	4/1/1993	T30N-R110W SECTION 11: LOTS 2 (21.25), 3 (36.86), 4 (8.70), N/2, W/2SW SECTION 12: N2N2 SECTION 13: LOT 1 (34.56), S/2NW, NENW, NE, S/2 (ALL) SECTION 14: LOTS 1 (15.62), 7 (12.03), SESW, SE SECTION 15: LOTS 2 (11.11), 3 (19.46) SECTION 22: SESE SECTION 23: E2NW, NE, S2 SUBLETTE COUNTY, WY	2,119.59	1.000%
WYW-153762	9/1/1996	T30N-R110W SECTION 14: SEE M&B DESCRIPTION IN NOTES = 22.43 ACRES SUBLETTE COUNTY, WY	22.43	1.000%

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WYW-153944	2/1/1989	T29N-R110W THAT PORTION OF THE BED OF THE GREEN RIVER RIPARIAN TO: SECTION 6: LOTS 2 (17.41), 7 (39.42) T30N-R110W THOSE PORTIONS OF THE BED OF THE GREEN RIVER AND THE NEW FORK RIVER RIPARIAN TO: SECTION 27: LOT 3 SECTION 28: LOTS 5-9 SECTION 29: LOTS 1-7 THAT PORTION OF THE BED OF THE GREEN RIVER RIPARIAN TO: SECTION 31: LOTS 2, 5, 7, 8, 12 SUBLETTE COUNTY, WY	269.19	1.000%
WYW-153946	4/1/1993	T30N-R111W SECTION 34: N/2 SECTION 35: N/2, SE, NESW SUBLETTE COUNTY, WY	840.00	1.000%
WYW-153947	12/1/1993	T30N-R110W SECTION 28: LOT 5 (14.59) SECTION 29: LOTS 1 (7.94), 2 (15.10), 3 (41.20), 4 (40.69), 5 (28.16), 6 (12.80), E2SW, SE SUBLETTE COUNTY, WY	400.48	0.500%
WYW-153948	4/1/1993	T30N-R110W SECTION 27: LOT 3 (33.02), SENW, NENE, S2NE, S2 SECTION 34: N2N2, SENE SUBLETTE COUNTY, WY	713.02	1.000%
WYW-153949	5/1/1995	T30N-R111W SECTION 19: N2NE SECTION 20: NWNW SUBLETTE COUNTY, WY	120.00	1.000%
WYW-155825	7/1/2002	T30N-R110W SECTION 3: LOTS 11 (37.04), 12 (37.88), 13 (39.98), 14 (39.89) SECTION 4: LOTS 3 (39.02), 4 (39.30), S2NW, SW, W2SE SECTION 5: LOTS 1 (39.48), 2 (39.58), 3 (39.68), 4 (39.76), S2N2, S2 SECTION 9: LOTS 2 (36.61), 3 (31.74), W2 SUBLETTE COUNTY, WY	1,579.96	2.500%
WYW-155826	7/1/2002	T30N-R110W SECTION 8: ALL SECTION 17: ALL SUBLETTE COUNTY, WY	1,280.00	2.500%
MURDOCK LAND & LIVESTOCK CO., A WYOMING CORPORATION AND JOSEPH W. MURDOCK AND JEANE F. MURDOCK, INDIVIDUALLY, AND AS HUSBAND AND WIFE	3/15/2001	T30N-R110W SECTION 21: LOTS 6 (19.46), 7 (31.74), 8 (36.35), 10 (26.11), SESW, SE SECTION 28: LOTS 1 (38.91), 2 (25.86), 3 (41.47), 4 (20.48), NENW, N2NE SUBLETTE COUNTY, WY	558.72	1.000%

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MURDOCK LAND & LIVESTOCK CO., A WYOMING CORPORATION AND JOSEPH W. MURDOCK AND JEANE F. MURDOCK, INDIVIDUALLY, AND AS HUSBAND AND WIFE	3/15/2001	T30N-R110W SECTION 20: LOT 1 (34.30), S2NE, N2NE SECTION 21: LOTS 4 (30.98), 9 (43.01), SWNW LESS A TRACT OF LAND CONTAINING 1.66 ACRES DESCRIBED AT BOOK 22, PAGE 388 OF THE OFFICIAL RECORDS OF SUBLETTE CO., WY TOGETHER WITH ALL ACCRETIONS AND RIPARIAN RIGHTS APPURTENANT THERETO AND ALSO THE RIGHT, TITLE AND INTEREST TO THE BED OF THE NEW FORK AND GREEN RIVER. SUBLETTE COUNTY, WY	306.63	1.000%
CARYN BING	3/15/2001	T30N-R110W SECTION 20: LOT 1 (34.30), S/2NE, N/2SE SECTION 21: LOTS 4 (30.98), 9 (43.01),SWNW SUBLETTE COUNTY, WY	306.63	1.000%
STANETTA TWIFORD	3/15/2001	T30N-R110W SECTION 20: LOT 1 (34.30), S/2NE, N/2SE SECTION 21: LOTS 4 (30.98), 9 (43.01),SWNW SUBLETTE COUNTY, WY	306.63	1.000%
CORNELIA BAUM BURKE FAMILY TRUST OF FIRST NATIONAL OF OMAHA TRUST DEPARTMENT	3/6/2001	T31N-R110W SECTION 17: NENE, NWSW, SESW, NWSE SUBLETTE COUNTY, WY	160.00	1.000%
DORIS B. LUMAN, A WIDOW	12/12/2000	T31N-R110W SECTION 4: LOT 4 (39.23), SWNW SECTION 5: LOT 1 (39.24, 2 (39.22), 3 (39.18), 4 (39.16), SENE T32N-R110W SECTION 21: E/2NE, NESE, W/2SE SECTION 27: W/2NW, NWSW SECTION 28: E/2, SESW SECTION 32: SENE, SESW, S/2SE SECTION 33: N2NE, SWNE, E2NW, SWNW, N2SW, SWSW, NWSE SUBLETTE COUNTY, WY	1,516.03	1.000%
GORDON M. MICKELSON & MARGARET G. MICKELSON, HUSBAND AND WIFE	2/28/2001	T31N-R110W SECTION 20: E/2NE, SWNE, E/2SE SECTION 27: LOTS 2 (7.68), 3 (34.83) SECTION 21: LOT 9 (13.57), W/2SW, SESW SECTION 28: LOT 1 (39.75), SWNE, N/2NW, E/2SW, W/2SE, SENW SECTION 33: NE SECTION 34: LOT 3 SUBLETTE COUNTY, WY	948.12	1.000%
PATRICIA CHAPEL	2/28/2001	T31N-R110W SECTION 20: E/2NE, SWNE, E/2SE SECTION 27: LOTS 2 (7.68), 3 (34.83) SECTION 21: LOT 9 (13.57), W/2SW, SESW SECTION 28: LOT 1 (39.75), SWNE, N/2NW, E/2SW, W/2SE, SENW SECTION 33: NE SECTION 34: LOT 3 (42.24) SUBLETTE COUNTY, WY	948.12	1.000%
J. MARLON HIGGINS AND MARY K. HIGGINS. HUSBAND AND WIFE	3/1/2000	T31N-R110W SECTION 4: W/2SW SECTION 5: SWNE, S/2NW, SE, SW SECTION 6: SENE, E/2SE SECTION 7: E/2NE SECTION 8: E/2, SW, W/2NW SECTION 9: W/2NW, SW, SWSE SECTION 16: LOTS 1 (39.78), 2 (21.76), 3 (35.07), NE, NENW SUBLETTE COUNTY, WY	1,856.61	1.000%

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"
ATTACHED TO AND MADE A PART HEREOF ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN PANNONIAN ENERGY INC., (ASSIGNOR) AND BREK PETROLEUM INC., (ASSIGNEE) EFFECTIVE JULY 16, 2002

STATE/FEDERAL LEASE NUMBER/ LESSOR	EFFECTIVE DATE	LAND DESCRIPTION	NUMBER OF ACRES	RESERVED OVERRIDING ROYALTY
THE TED LANCE HIGGINS 1989 TRUST AND J. MARLON HIGGINS	3/1/2000	**T31N-R110W** SECTION 4: W/2SW SECTION 5: SWNE, S/2NW, SE, SW SECTION 6: SENE, E/2SE SECTION 7: E/2NE SECTION 8: E/2, SW, W/2NW SECTION 9: W/2NW, SW, SWSE SECTION 16: LOTS 1 (39.78), 2 (21.76), 3 (35.07), NE, NENW SUBLETTE COUNTY, WY	1,856.61	1.000%
WILMA BLOOM DAVIS, ET VIR	8/1/2000	**T31N-R110W** SECTION 4: W/2SW SECTION 5: SWNE, SE, SW, S/2NW SECTION 6: SENE, E/2SE SECTION 7: E/2NE SECTION 8: E/2, SW, W/2NW SECTION 9: W/2NW, SW, SWSE SECTION 16: LOTS 1 (39.78), 2 (21.76), 3 (35.07), NE, NENW SUBLETTE COUNTY, WY	1,856.61	1.000%
LESLIE F. WILCOX AND SHARON L. WILCOX, HUSBAND AND WIFE	2/22/2000	**T31N-R110W** SECTION 4: W/2SW SECTION 5: SWNE, SE, SW, S/2NW SECTION 6: SENE, E/2SE SECTION 7: E/2NE SECTION 8: E/2, SW, W/2NW SECTION 9: W/2NW, SW, SWSE SECTION 16: LOTS 1 (39.78), 2 (21.76), 3 (35.07), NE, NENW SUBLETTE COUNTY, WY	1,856.61	1.000%
BONNIE BLOOM ALEXANDER, ET VIR	8/1/2000	**T31N-R110W** SECTION 4: W/2SW SECTION 5: SWNE, S/2NW, SE, SW SECTION 6: SENE, E/2SE SECTION 7: E/2NE SECTION 8: E/2, SW, W/2NW SECTION 9: W/2NW, SW, SWSE SECTION 16: LOTS 1 (39.78), 2 (21.76), 3 (35.07), NE, NENW SUBLETTE COUNTY, WY	1,856.61	1.000%
JACKIE MAY MARTIN (FKA JACKIE MAY PINSON) AND R. WILSON MARTIN, INDIVIDUALLY AND AS W/H	UNAVAILABLE	**T32N-R111W** SECTION 7: LOTS 2, 3, 4, SENW, E2SW, S2NE, SE SECTION 17: W2, W2E2, SENE, E2SE SECTION 18: LOTS 1, 2, E2, E2NW, NESW SECTION 20: NE, N2NW, SENW, N2SE, SESE SECTION 21: W2, W2E2, SENE, E2SE SECTION 28: NWNE, N2NW **T33N-R111W** SECTION 31: LOTS 3, 4, SESW, SWSE **T32N-R112W** SECTION 10: LOTS 1, 2, 3 SECTION 11: LOTS 1, 2, 3, 4, SENW, S2NE, N2SE SECTION 12: LOTS 1-4, S2N2, N2SW, SWSW, SE SECTION 13: NENE SUBLETTE COUNTY, WY	3,898.30	1.000%

581

75448-000
Ruam Prospect

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-133097

Lease Effective Date (Anniversary Date): August 1, 1994

New Serial No.:

Type or print plainly in ink and sign in ink

PART A: ASSIGNMENT

1. Assignee* 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
Insofar as Lease Covers: TOWNSHIP 31 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 6 LOTS 6, 7, E2SW, SE SECTION 7 LOTS 1, 2, E2, E2W2 SECTION 8 W2 SECTION 17 NWNE, W2, W2SE SECTION 18 NE, E2NW, NESW, N2SE, SESE CONTAINING 1960.25 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING	33.33%	33.33%	None	None	OF RECORD

292362

RECORDED Aug 23 2002 3:35 PM
IN BOOK 122 O+G PAGE 581
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved 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 30th day of July, 2002

Seneca Resources Corporation
Name of Assignor as shown on current lease

Please type or print

Assignor S. McM
or
Attorney-in-fact Barry McMahan
Senior Vice President
(Signature)

1201 Louisiana, Suite 400
(Assignor's Address)

Houston (City) Texas (State) 77002 (Zip Code)

Executed this 5th day of August, 2002

EOG RESOURCES, INC.

Assignee
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 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 5th day of August 2002, 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.

Carolyn S. Baughman, Notary Public

My Commission Expires:

July 9, 2005

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 30th day of July, 2002 by BARRY MCMAHAN, the Senior Vice President of SENECA RESOURCES CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

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

[redacted] [redacted] [redacted]

Sweetwater Co.
Sublette Co, WY

On this 17th day of April, 2002, I swear that the attached 2 page right-of-way grant, WYW-0157183, dated November 7, 1961, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

Eldon L. Allison

Eldon L. Allison, Jr.
Assistant Field Manager for Minerals & Lands

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Eldon L. Allison, Jr. on April 17, 2002.

Witness my hand and official seal.

Patricia L. Hoover
Notary Public

[illegible] April 16, 2003.

RECORDED 4/30/2002 AT 10 20 AM REC# 1359427 BK# 0954 PG# 0848
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 3

292402

RECORDED Aug. 27 2002 9:30AM
IN BOOK 122 O+G PAGE 584
FEES $39.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

585

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:
9.40
Wyoming 0157183

November 7, 1961

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 0157183

Name of Grantee: Service Pipe Line Company, Service Pipe Line Building, Tulsa 2, Oklahoma

Map showing the location and dimensions of grant:

Map designations: 9/8276

Date filed: July 31, 1961, amended maps October 19, 1961

Permitted use by grantee: Oil pipeline

Authority for grant: Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference: 43 CFR 244.60 - 244.66, inclusive

Circular numbers: No. 1915

Date of grant: November 7, 1961, advance approval August 7, 1961

Expiration date of grant: Indefinite

Rental:

Amount: $245 per year

When payable by grantee: By January 1 of each year.

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: Stipulations attached.

David B. Morgan
David B. Morgan
Acting Manager

Enclosures 2

cc:
Director, w/stips, map and serial
B/R, w/serial and stips
DM, Rock Springs, w/stip, serial and map
DM, Pinedale, w/stips, map and serial

DBMorgan:hmm 11-7-61

RECORDED 4/30/2002 AT 10:28 AM REC# 1359427 BK# 0954 PG# 0041
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 3

RECORDED 4/30/2002 AT 10:20 AM REC# 1359427 BK# 0954 PG# 0842
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 3

STIPULATIONS
Right-of-Way Application

A. That range improvements such as fencing or reservoirs within the right-of-way area will not be disturbed, or, where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager.

B. The right-of-way be not fenced at this time in order to provide free access to livestock across the highway in their utilization of adjacent range lands. The right is reserved to require the fencing of the highway as a condition of the right-of-way grant at some future date when fencing may be required to control grazing livestock in the area which the right-of-way traverses.

C. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiences as determined to be necessary by the District Manager, Bureau of Land Management. The grantee further agrees to perform such conservation work, including seeding, that may be prescribed by the District Manager to prevent any erosion resulting from construction activities.

D. All disturbed area is to be seeded with crested Wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction of the pipeline. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made to supervise the seeding project.

Harry R. Finlayson

Harry R. Finlayson
District Manager W-5

Serial Number: WYW--- 0 157183

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0190N 1110W 030	ALIQ	NWNE;	KEMMERER FIELD OFFICE	[redacted]	BUREAU OF LAND MGMT
06 0190N 1120W 002	ALIQ	SWNE,SE;	KEMMERER FIELD OFFICE	[redacted]	BUREAU OF LAND MGMT
06 0190N 1120W 002	LOTS	2;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0190N 1120W 012	ALIQ	SWNW,W2SW,SESW;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0200N 1120W 004	ALIQ	S2NE,E2SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 004	LOTS	2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 010	ALIQ	W2W2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 018	ALIQ	W2W2;	KEMMERER FIELD OFFICE	[redacted]	BUREAU OF LAND MGMT
06 0200N 1120W 022	ALIQ	W2NE,SE;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0200N 1120W 022	ALIQ	W2NE,SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 026	ALIQ	W2SW;	KEMMERER FIELD OFFICE	[redacted]	BUREAU OF LAND MGMT

STATE OF WYOMING }
COUNTY OF SWEETWATER } SS

I, Loretta Bailiff, County Clerk within and for the County and State aforesaid do hereby certify the foregoing to be true and complete copy of _____

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Green River, Wyoming this 6th day of August, A.D. 2004.

LORETTA BAILIFF, COUNTY CLERK

By Mary Kay Seeley, Deputy

[redacted] [redacted] [redacted]

08830827

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

48

052

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres 295.200

Serial Number WYW--- 0 157183

Serial Number: WYW--- 0 157183

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 157183

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0190N 1110W 030	ALIQ		NWNE;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0190N 1120W 002	ALIQ		SWNE,SE;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0190N 1120W 002	LOTS		2;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0190N 1120W 012	ALIQ		SWNW,W2SW,SESW;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0200N 1120W 004	ALIQ		S2NE,E2SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 004	LOTS		2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 010	ALIQ		W2W2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 010	ALIQ		W2W2;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0200N 1120W 022	ALIQ		W2NE,SE;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0200N 1120W 022	ALIQ		W2NE,SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0200N 1120W 026	ALIQ		W2SW;	KEMMERER FIELD OFFICE	SWEETWATER	BUREAU OF LAND MGMT
06 0210N 1120W 002	ALIQ		S2NW,N2SW,SESW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0210N 1120W 002	LOTS		8;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0210N 1120W 014	ALIQ		NWNE,S2NE,N2SE,SESE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0210N 1120W 024	ALIQ		SWNW,W2SW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0210N 1120W 036	ALIQ		W2E2,NENW,SESE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 004	ALIQ		SWNE,SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 004	LOTS		6;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 009	ALIQ		E2E2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 010	ALIQ		SWSW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 015	ALIQ		W2NW,N2SW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 022	ALIQ		E2NW,NESW,W2SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0220N 1120W 034	ALIQ		E2NE,NESE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 006	ALIQ		SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 006	LOTS		10,15,16,19;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 007	ALIQ		E2NE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 008	ALIQ		NWSW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 017	ALIQ		SWNW,E2SW,SWSE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 020	ALIQ		W2NE,SE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 028	ALIQ		SWNW,W2SW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 029	ALIQ		E2NE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0230N 1120W 033	ALIQ		NW,E2SW,SWSE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1120W 019	LOTS		4;	CASPER FIELD OFFICE	NATRONA	BUREAU OF LAND MGMT
06 0240N 1120W 030	ALIQ		E2SW;	CASPER FIELD OFFICE	NATRONA	BUREAU OF LAND MGMT
06 0240N 1120W 030	LOTS		1-3;	CASPER FIELD OFFICE	NATRONA	BUREAU OF LAND MGMT
06 0240N 1120W 031	ALIQ		SWNE,E2NW,W2SE;	CASPER FIELD OFFICE	NATRONA	BUREAU OF LAND MGMT
06 0290N 1120W 031	ALIQ		NWNE,E2NW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1120W 031	LOTS		2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0240N 1130W 001	ALIQ		SWSW;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 001	ALIQ		SWSW;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 001	LOTS		3;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 001	LOTS		3;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 002	ALIQ		NESE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 002	ALIQ		NESE;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
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06 0240N 1130W 002	LOTS	4;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 002	LOTS	4;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 012	ALIQ	NWNW,E2W2,SWSE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 013	ALIQ	W2E2,SESE;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0240N 1130W 024	ALIQ	E2E2;	KEMMERER FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 001	ALIQ	N2NW,SENW,E2SW;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 012	ALIQ	E2W2;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 013	ALIQ	NWNE,NENW,W2SE;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 024	ALIQ	NWNE;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 024	LOTS	1-4;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0250N 1130W 025	LOTS	1-3;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 002	ALIQ	SW;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 002	LOTS	12;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 003	LOTS	1,8,9;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 011	ALIQ	SWNE,E2NW,W2SE;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 014	ALIQ	NWNE,SWSE;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 014	LOTS	4;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 025	ALIQ	SWSW;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0260N 1130W 026	LOTS	5;	PINEDALE FIELD OFFICE	LINCOLN	BUREAU OF LAND MGMT
06 0270N 1130W 004	LOTS	4;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 005	ALIQ	SENE,E2SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 005	LOTS	1;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 008	ALIQ	NENE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 009	ALIQ	W2W2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 021	ALIQ	NE,E2SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 022	ALIQ	SWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 027	ALIQ	NW,NESW,W2SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 034	ALIQ	NWNE,S2NE,SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 003	ALIQ	SWNE,S2NW,NWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 003	LOTS	6;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 004	ALIQ	SESW,SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 008	ALIQ	S2NE,N2SE,SWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 009	ALIQ	N2NW,SWNW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 017	ALIQ	W2NE,NWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 017	LOTS	4,6;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 021	LOTS	4,6;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 028	LOTS	2,10;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 028	TR	50;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 032	ALIQ	SENE,NESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 032	LOTS	6;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 033	ALIQ	W2NW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 023	ALIQ	SWNE,SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 025	ALIQ	W2SW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 026	ALIQ	E2NE,NESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 035	ALIQ	E2NE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 036	ALIQ	SWNE,NW,E2SW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 157183

Act Date	Code	Action	Action Remarks	Pending Office
07/31/1961	124	APLN RECD		
07/31/1961	971	COST RECOV (PROC) RECD	$10;	
11/07/1961	307	ROW GRANTED-ISSUED		
11/07/1961	503	LENGTH IN MILES	48.72;	

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
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11/07/1961	504	WIDTH IN FEET (TOTAL)	50;
11/07/1961	505	DIAMETER OF PIPE	VAR;
11/29/1961	111	RENTAL RECEIVED	$490;
01/02/1962	287	PROOF CONST/USE ACPT	
12/03/1962	111	RENTAL RECEIVED	$245;
11/20/1963	111	RENTAL RECEIVED	$245;
11/20/1964	111	RENTAL RECEIVED	$245;
11/16/1965	111	RENTAL RECEIVED	$245;
12/30/1966	111	RENTAL RECEIVED	$460;
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;
12/27/1971	111	RENTAL RECEIVED	$791.10;
10/13/1977	299	PROTEST FILED	RENTAL;
10/25/1977	748	PROTEST WITHDRAWN	
12/19/1977	111	RENTAL RECEIVED	$2620;
01/22/1988	111	RENTAL RECEIVED	$1557;
01/05/1989	111	RENTAL RECEIVED	$155.84;
01/03/1990	111	RENTAL RECEIVED	$151.20;
01/04/1991	111	RENTAL RECEIVED	$2117.80;
03/02/1992	111	RENTAL RECEIVED	$1651.51;
02/04/1993	111	RENTAL RECEIVED	$1865;
03/21/1994	111	RENTAL RECEIVED	$1918.36;
08/23/1994	041	COMPL EXAM/RPT COMPLETED	
08/26/1994	474	NOTICE OF NONCOMPLIANCE	CORRECT BY FALL 1994;
10/20/1994	974	AUTOMATED RECORD VERIF	PH;
01/06/1995	111	RENTAL RECEIVED	$1945;
01/30/1996	111	RENTAL RECEIVED	$1979.12;
01/06/1997	111	RENTAL RECEIVED	$2020.66;
02/05/1998	111	RENTAL RECEIVED	$2068.15;
01/07/1999	111	RENTAL RECEIVED	$2077.04;
02/08/2000	111	RENTAL RECEIVED	$2103.74;
01/19/2001	111	RENTAL RECEIVED	$2145.29;
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;
02/28/2002	111	RENTAL RECEIVED	$2195.73;1
11/07/2011	853	COMPL/REVIEW DUE DATE	
01/01/9999	763	EXPIRES	

PINEDALE FIELD OFFICE

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

Serial Number: WYW--- 0 157183

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

OIL AND GAS LEASE

JRB
BCB

AGREEMENT, Made and entered into the 18th day of August ~~12~~ XX2002, by and between John R. Buyer and Laurie Buyer, husband and wife,

whose post office address is Box 24, Fairplay, CO 80440, hereinafter called Lessor (whether one or more) and Duncan M. O'Brien whose post office address is 1630 Welton St., Suite 530, Denver, CO 80202, hereinafter called Lessee:

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

Township 37 North, Range 110 West of the 6th P.M.

Section 20: S½SW¼
Section 28: SW¼NE¼, S½NW¼, W½SE¼, SW¼
Section 29: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 32: E½E½, SW¼SE¼
Section 33: NW¼NW¼, SW¼NW¼, SE¼NW¼

292465

Aug 30 02 1050a
IN BOOK 122 Misc FAGE 591
FEES $ 11.00
SUBLETTE COUNTY, WYOMING
By Cathy Easton

and containing 1,160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~XX~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John R Buyer
John R. Buyer SS# 524-48-2233

Laurie Buyer
Laurie Buyer

JRB
JRB
JWS

[redacted] [redacted] [redacted]

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STATE OF COLORADO
COUNTY OF ~~PARK~~ Chaffee } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of August 12 xx2002, 19____, personally appeared John R. Buyer

and Laurie Buyer, husband and wife

, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My Commission Expires 2/7/2006

Betty E. McGuire
Notary Public.

Address: 1115 E. Rainbow Blvd., Salida CO 80210

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19____, personally appeared_____

and_____

, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this_____ day of_____, A.D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did say that he is the_____ of_____

_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this_____ day of_____, A.D. 19____.

Notary Public.

(SEAL)

My Commission expires_____

Address: _____

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

_____ County,_____

Term_____

This instrument was filed for record on the_____ day of_____ 19____, at _____ o'clock_____ M., and duly recorded in Volume_____ Page_____ of the records of this office.

_____
County Clerk.

By_____
Deputy.

When recorded return to

592

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

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 18th day of August xx2002 by and between Margaret L. Buyer, a single woman,

whose post office address is P.O. Box 201, Patagonia, AZ 85624, hereinafter called Lessor (whether one or more) and Duncan M. O'Brien whose post office address is 1630 Welton St., Suite 530, Denver, CO 80202 hereinafter called Lessee:

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

Township 37 North, Range 110 West of the 6th P.M.

Section 20: S½SW¼
Section 28: SW¼NE¼, S½NW¼, W½SE¼, SW¼
Section 29: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼

292466

Aug. 20 2002 10:50 AM
BOOK 122 O+G PAGE 593
FEES $ 11.00
SUBLETTE COUNTY, WYOMING
By Cathy Lucas

and containing 840.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~xx~~ five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Margaret L. Buyer
Margaret L. Buyer SS# 524-30-8865

Printed by P&M Printing (303) 423-4691

STATE OF ARIZONA }
COUNTY OF Santa Cruz } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of August, xx2002, personally appeared Margaret L. Buyer, a single woman,

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires JAN 31, 2005

Notary Public State of Arizona
Santa Cruz County
Joy A Quiroga
Expires January 31, 2005

Notary Public.

Address: 301 McKeown Ave Patagonia AZ.

STATE OF }
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19, before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be free act and deed of said corporation.

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

Notary Public.

(SEAL)

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the

day of 19

o'clock M., and duly recorded in

of the records of this office.

Volume Page

County Clerk.

By Deputy.

When recorded return to

NOTICE OF PAID UP OIL AND GAS LEASE AND NOTICE OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the terms of that certain Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Edna Mae Swain, with an address of P.O. Box 124, Daniel, Wyoming 83115, (hereinafter called LESSOR) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) and that certain Surface Use Agreement, executed simultaneously with the Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Grubbing Hoe Ranch Partnership, with an address of P.O. Box 124, Daniel, Wyoming 83115, (hereinafter called LESSOR or SURFACE OWNER) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) the parties have entered into a Paid Up Oil And Gas Lease and a Surface Use Agreement covering the following described property:

Township 33 North, Range 110 West, 6th P.M.

Section 3: that part of the SW¼NW¼ and NW¼SW¼ lying West of the Green River
Section 4: lots 2, 3, 4, S½N½, E½SE¼, SW¼, N½SW¼SE¼, NW¼SE¼
Section 5: S½NE¼, N½SE¼, SE¼SE¼
Section 8: E½NE¼
Section 9: SW¼NW¼, E½NW¼, NW¼NW¼

Township 34 North, Range 110 West, 6th P.M.

Section 32: SE¼SE¼
Section 33: SW¼SE¼, S½SW¼

292531

RECORDED Sept 3 2002 2:50 PM
IN BOOK 122 Of 6 PAGE 595
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lofton

All located in Sublette County, Wyoming consisting of 1,215.70 gross acres, more or less

The Paid Up Oil And Gas Lease is for a Primary Term of five (5) years. The Surface Use Agreement sets forth the terms and conditions under which OPERATOR may enter and conduct operations on the above described property, including, but not limited to, wellsites, roads, limited gas gathering pipelines, seismic operations, damage payments, reclamation, and other requirements more fully set forth in the above referenced agreements.

The undersigned refer to the Paid Up Oil And Gas Lease and the Surface Use Agreement for all of the terms and provisions of the agreements and incorporate the same by reference as if fully set forth herein.

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

This Notice shall not be deemed to enlarge, restrict, or change the rights and obligations of any of the parties to the Paid Up Oil And Gas Lease and the Surface Use Agreement, but is for the purpose of giving record notice of the existence of the Paid Up Oil And Gas Lease and the Surface Use Agreement instead of recording both agreements at length.

WHEREFORE this Notice is executed this 16th day of August, 2002.

LESSOR:
Edna Mae Swain

Edna M Swain
By: Edna Mae Swain, individually

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

LESSOR:
Grubbing Hoe Ranch Partnership

Edna M Swain
By: Edna Mae Swain, Partner

LESSOR:
Grubbing Hoe Ranch Partnership

Garland Ray Swain
By: Garland Ray Swain, Partner

Exhibit C to Surface Use Agreement

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by Edna Mae Swain, individually, Lessor.

WITNESS my hand and official seal.

Mary L. Lofgren
Notary Public

My Commission expires: 5/17/06.

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by Edna Mae Swain and Garland Ray Swain, as partners for Grubbing Hoe Ranch Partnership, Lessor.

WITNESS my hand and official seal.

Mary L. Lofgren
Notary Public

My Commission expires: 5/17/06.

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was signed and acknowledged before me this 16th day of August, 2002 by Robin Benko as agent and Attorney-in-Fact for Ultra Resources, Inc. and who acknowledged and represented she was signing this Agreement on behalf of and for the benefit of Ultra Resources, Inc., Lessee.

Witness my hand and official seal.

Mary L Lafond
Notary Public

My commission expires: 5/17/06.

598

Exhibit C to Surface Use Agreement

NOTICE OF PAID UP OIL AND GAS LEASE AND NOTICE OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the terms of that certain Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Sommers Ranch Partnership, with an address of P.O. Box 266, Pinedale, Wyoming 82941, (hereinafter called LESSOR) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) and that certain Surface Use Agreement, executed simultaneously with the Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Sommers Ranch Partnership, with an address of P.O. Box 266, Pinedale, Wyoming 82941, (hereinafter called LESSOR or SURFACE OWNER) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) the parties have entered into a Paid Up Oil And Gas Lease and a Surface Use Agreement covering the following described property:

292532

RECORDED Apt 3 2002 2:50PM
IN BOOK 122016 PAGE 599
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Township 32 North, Range 110 West, 6th P.M.

Section 4: lots 3, 4, S½SW¼
Section 5: lots 1, 2, 3, 4, SW¼SE¼, SE¼ SW¼
Section 6: lot 1, SE¼SE¼
Section 8: NW¼, E½SW¼, W½SE¼
Section 9: N½NW¼, SE¼NW¼, SW¼SE¼, E½SW¼
Section 17: NE¼, NE¼SE¼

Township 33 North, Range 110 West, 6th P.M.

Section 28: SE¼
Section 33: E½NE¼, NW¼NE¼, SE¼NW¼, E½SW¼, E½SE¼
Section 34: W½SW¼, SE¼SW¼

All located in Sublette County, Wyoming consisting of 1,736.77 gross acres, more or less

The Paid Up Oil And Gas Lease is for a Primary Term of five (5) years. The Surface Use Agreement sets forth the terms and conditions under which OPERATOR may enter and conduct operations on the above described property, including, but not limited to, wellsites, roads, limited gas gathering pipelines, seismic operations, damage payments, reclamation, and other requirements more fully set forth in the above referenced agreements.

The undersigned refer to the Paid Up Oil And Gas Lease and the Surface Use Agreement for all of the terms and provisions of the agreements and incorporate the same by reference as if fully set forth herein.

[redacted] [redacted] [redacted]

This Notice shall not be deemed to enlarge, restrict, or change the rights and obligations of any of the parties to the Paid Up Oil And Gas Lease and the Surface Use Agreement, but is for the purpose of giving record notice of the existence of the Paid Up Oil And Gas Lease and the Surface Use Agreement instead of recording both agreements at length.

WHEREFORE this Notice is executed this 16th day of August, 2002.

LESSOR:
Sommers Ranch Partnership

Albert P. Sommers
By: Albert P. Sommers

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

600

Exhibit C to Surface Use Agreement

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16TH day of August 2002 by Albert P. Sommers for Sommers Ranch Partnership, Lessor.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 5/17/06.

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was signed and acknowledged before me this 16TH day of August, 2002 by Robin Benko as agent and Attorney-in-Fact for Ultra Resources, Inc. and who acknowledged and represented she was signing this Agreement on behalf of and for the benefit of Ultra Resources, Inc., Lessee.

Witness my hand and official seal.

Notary Public

My commission expires: 5/17/06.

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

NOTICE OF PAID UP OIL AND GAS LEASE AND NOTICE OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the terms of that certain Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Charles C. Price and DeeAnn B. Price, Trustees under the Charles C. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto; Charles C. Price and DeeAnn B. Price, Trustees under the DeeAnn B. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto; and Charles Clayton Price and DeeAnn Price as tenants by the entireties (husband and wife), with an address of P.O. Box 375, Daniel, Wyoming 83115, (hereinafter called LESSOR), and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) and that certain Surface Use Agreement, executed simultaneously with the Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between Charles C. Price and DeeAnn B. Price, Trustees under the Charles C. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto; Charles C. Price and DeeAnn B. Price, Trustees under the DeeAnn B. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto; and Charles Clayton Price and DeeAnn Price as tenants by the entireties (husband and wife), with an address of P.O. Box 375, Daniel, Wyoming 83115, (hereinafter called LESSOR or SURFACE OWNER) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) the parties have entered into a Paid Up Oil And Gas Lease and a Surface Use Agreement covering the following described property:

Township 32 North, Range 110 West, 6th P.M.

Section 5: SE¼SE¼
Section 8: NE¼, E½SE¼
Section 9: SW¼NW¼, W½SW¼

Township 33 North, Range 110 West, 6th P.M.

Section 5: SW¼SE¼
Section 7: SE¼NE¼
Section 8: S½NW¼, N½SW¼, W½NE¼, SE¼
Section 9: SW¼

292533

RECORDED Sept 3 2002 2:50PM
IN BOOK 122 O+G PAGE 602
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sell

All located in Sublette County, Wyoming consisting of 1,040.00 gross acres, more or less

The Paid Up Oil And Gas Lease is for a Primary Term of five (5) years. The Surface Use Agreement sets forth the terms and conditions under which OPERATOR may enter and conduct operations on the above described property, including, but not limited to, wellsites, roads, limited

602

Exhibit C to Surface Use Agreement

gas gathering pipelines, seismic operations, damage payments, reclamation, and other requirements more fully set forth in the above referenced agreements.

The undersigned refer to the Paid Up Oil And Gas Lease and the Surface Use Agreement for all of the terms and provisions of the agreements and incorporate the same by reference as if fully set forth herein.

This Notice shall not be deemed to enlarge, restrict, or change the rights and obligations of any of the parties to the Paid Up Oil And Gas Lease and the Surface Use Agreement, but is for the purpose of giving record notice of the existence of the Paid Up Oil And Gas Lease and the Surface Use Agreement instead of recording both agreements at length.

WHEREFORE this Notice is executed this 16th day of August, 2002.

LESSOR:
Charles Clayton Price

Charles C. Price

By: Charles Clayton Price

LESSEE:
Ultra Resources, Inc.

Robin Benko

By: Robin Benko
Its: Agent and Attorney-in-Fact

LESSOR:
DeeAnn Price

DeeAnn B. Price

By: DeeAnn Price

LESSOR:
Charles C. Price and DeeAnn B. Price,
Trustees under the Charles C. Price Living Trust,
dated the 8th day of January, 2002

Charles C. Price, Trustee

By: Charles C. Price, Trustee

DeeAnn B. Price, Trustee

By: DeeAnn B. Price, Trustee

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

LESSOR:
Charles C. Price and DeeAnn B. Price,
Trustees under the DeeAnn B. Price Living Trust,
dated the 8th day of January, 2002

Charles C. Price, Trustee
By: Charles C. Price, Trustee

DeeAnn B. Price, Trustee
By: DeeAnn B. Price, Trustee

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by Charles Clayton Price and DeeAnn Price as tenants by the entireties (husband and wife), Lessor.

WITNESS my hand and official seal.

Mary L. Lyford
Notary Public

My Commission expires: 5/17/06.

604

605

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by Charles C. Price and DeeAnn B. Price, Trustees under the Charles C. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto, Lessor.

WITNESS my hand and official seal.

Mary L. Lehfeldt
Notary Public

My Commission expires: 5/17/06.

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by Charles C. Price and DeeAnn B. Price, Trustees under the DeeAnn B. Price Living Trust, dated the 8th day of January, 2002, and any amendments thereto, Lessor.

WITNESS my hand and official seal.

Mary L. Lehfeldt
Notary Public

My Commission expires: 5/17/06.

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was signed and acknowledged before me this 16th day of August, 2002 by Robin Benko as agent and Attorney-in-Fact for Ultra Resources, Inc. and who acknowledged and represented she was signing this Agreement on behalf of and for the benefit of Ultra Resources, Inc., Lessee.

Witness my hand and official seal.

Mary L. Lankford
Notary Public

My commission expires: 5/17/06.

6016

Exhibit C to Surface Use Agreement

NOTICE OF PAID UP OIL AND GAS LEASE AND NOTICE OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the terms of that certain Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between John E. Wardell, a single man, with an address of P.O. Box 33, Daniel, Wyoming 83115, (hereinafter called LESSOR) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) and that certain Surface Use Agreement, executed simultaneously with the Paid Up Oil And Gas Lease, made and entered into and effective the 16th day of August, 2002, by and between John E. Wardell, a single man, with an address of P.O. Box 33, Daniel, Wyoming 83115, (hereinafter called LESSOR or SURFACE OWNER) and Ultra Resources, Inc., with an address of 304 Inverness Way South, Suite 295, Englewood, Co 80112, (hereinafter called LESSEE and/or OPERATOR) the parties have entered into a Paid Up Oil And Gas Lease and a Surface Use Agreement covering the following described property:

292534

RECORDED Sept 3 2002 2:50PM
IN BOOK 122 Pg 6 PAGE 607
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scott

Township 33 North, Range 110 West, 6th P.M.

Section 4: S½SW¼SE¼
Section 9: E½

All located in Sublette County, Wyoming consisting of 340.00 gross acres, more or less

The Paid Up Oil And Gas Lease is for a Primary Term of five (5) years. The Surface Use Agreement sets forth the terms and conditions under which OPERATOR may enter and conduct operations on the above described property, including, but not limited to, wellsites, roads, limited gas gathering pipelines, seismic operations, damage payments, reclamation, and other requirements more fully set forth in the above referenced agreements.

The undersigned refer to the Paid Up Oil And Gas Lease and the Surface Use Agreement for all of the terms and provisions of the agreements and incorporate the same by reference as if fully set forth herein.

This Notice shall not be deemed to enlarge, restrict, or change the rights and obligations of any of the parties to the Paid Up Oil And Gas Lease and the Surface Use Agreement, but is for the purpose of giving record notice of the existence of the Paid Up Oil And Gas Lease and the Surface Use Agreement instead of recording both agreements at length.

[redacted] [redacted] [redacted]

Exhibit C to Surface Use Agreement

WHEREFORE this Notice is executed this 16th day of August, 2002.

LESSOR:
John E. Wardell, a single man

John E Wardell
By: John E. Wardell

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

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Exhibit C to Surface Use Agreement

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was executed and acknowledged personally before me this 16th day of August, 2002 by John E. Wardell, Lessor.

WITNESS my hand and official seal.

Mary L. Lofgreen
Notary Public

My Commission expires: 5/17/06.

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease and Notice of Surface Use Agreement was signed and acknowledged before me this 16th day of August, 2002 by Robin Benko as agent and Attorney-in-Fact for Ultra Resources, Inc. and who acknowledged and represented she was signing this Agreement on behalf of and for the benefit of Ultra Resources, Inc., Lessee.

Witness my hand and official seal.

Mary L. Lofgreen
Notary Public

My commission expires: 5/17/06.

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-118155

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

02 FEB 12 [illegible]
[illegible] WYOMING
CHEYENNE

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.

RETURN

PART A: TRANSFER

Transferee (Sublessee)* Ultra Resources, Inc.
Street 304 Inverness Way South, Suite 295
City, State, ZIP Code Englewood, CO, 80112

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P. M. Section 21: S/2SE/4 Section 23: S/2SW/4, S/2SE/4 Section 24: S/2SW/4 Containing 320.00 acres, more or less Sublette County, Wyoming 292535 RECORDED Sept 3 2002 2:50 PM IN BOOK 182 OR 6 PAGE 610 FEES $ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By [illegible] WY-32773	67.5%	56.25%	11.25%	None	of record

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 _____

By /s/ PAMELA J. LEWIS (Authorized Officer)
Chief, Branch of Adjudication (Title)
(Date)

(Continued on reverse)

FOR ASSIGNEE

610

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 if an interest in the above designated lease that he/she hereby transfers to the above assignee(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; (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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 8th day of February 20 02

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

Transferor _____
or
Attorney-in-fact D BURTON JONES V.P. Business Development & Land
(Signature)

12200 N. Pecos Street
(Transferor's Address)

Denver (City) CO (State) 80234 (Zip Code)

Executed this 8th day of February 20 02

Ultra Resources, Inc.

Transferee _____
(Signature)
or
Attorney-in-fact Robin Benko
(Signature)
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.

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)

02 MAR -8 AM 9:00

Lease Serial No.

WYW-06269

Type or print plainly in ink and sign in ink.

RECEIVED

PART A: TRANSFER

1. **Transferee (Subleasee)*** Ultra Resources, Inc.
   Street 304 Inverness Way South, #295
   City, State, ZIP Code Englewood, Colorado 80112

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

This transfer is for: *(Check one)* [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 31 North, Range 109 West, 6th P.M.						
Section 13: NE/4, SW/4						
Section 24: NE/4	McMurry Energy Company	36.04218800%	23.66718800%	12.37500000%	None	Of Record
Containing 480.00 acres more or less	Nerd Energy, Inc.	18.02109400%	11.83359400%	6.18750000%	None	Of Record
Sublette County, Wyoming	Fort Collins Consolidated Royalties Inc.	17.29296800%	11.35546800%	5.93750000%	None	Of Reocrd
	Williams Production Rocky Mountain Co.	1.45625000%	0.95625000%	0.50000000%	None	Of Record
Township 31 North, Range 109 West, 6th P.M.						
Section 14: NE/4	McMurry Energy Company	43.93125000%	31.55625000%	12.37500000%	None	Of Record
Containg 160 acres more or less	Nerd Energy, Inc.	21.96562500%	15.77812500%	6.18750000%	None	Of Record
Sublette County, Wyoming	Fort Collins Consolidated Royalties Inc.	21.07812500%	15.14062500%	5.93750000%	None	Of Record
	Williams Production Rocky Mountain Co.	1.77500000%	1.27500000%	0.50000000%	None	Of Record

Limited in depth from the stratigraphic equivalent of 9,931 feet, being 200 feet below the total depth of the Pinedale 1-14 well located in the NE/4NE/4 of Section 14, Township 31 North, Range 109 West, and the 10,680 feet described in that certain assignment dated August 16, 1999 by and between Ultra Resources, Inc., as transferor and McMurry Oil Company, et al, as Transferees, recorded 2/1/00 in Book 113 at Page. 322, in Sublette County, Wyoming.

292536
RECORDED Sept 3 2002 2:50 PM
IN BOOK 122 OR PAGE 612
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

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.

[X] Transfer approved effective APR 0 1 2002

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

LAND LAW EXAMINER (Title) APR 0 1 2002 (Date)

612

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this _____ day of _____, 19____

Name of Transferor **See Attached**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

_____
(Transferor's Address)

_____
(City) (State) (Zip Code)

Executed this 1st day of March, 19 2002

Ultra Resources, Inc.

Transferee _____
or (Signature)

Attorney-in-fact Robert Banks
(Signature)

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Transfer of Operating Rights
from Lance Oil & Gas Company, Inc. to McMurry Energy Company., et al.
Dated _____,20___

Executed this 25th day of October, 2001

TRANSFEROR: **McMurry Energy Company**

By: [signature]

Title: Attorney in Fact

Executed this 22 day of January, 2002

TRANSFEROR: **Fort Collins Consolidated Royalties Inc.**

By: [signature]

Title: President

Executed this 29th day of October, 2001

TRANSFEROR: **Nerd Energy, Inc.**

By: [signature]

Title: President

Executed this 5th day of February, 2002

TRANSFEROR: **Williams Production Rocky Mountain Company**

By: [signature]

Title: Dorsey Roach
Attorney-in-Fact

615

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

BUREAU OF LAND MANAGEMENT
02 MAR -8 AM 9:00

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.

WYE-026025

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Subleasee)*** Ultra Resources, Inc.
   Street 304 Inverness Way South, #295
   City, State, ZIP Code Englewood, Colorado 80112

RECEIVED
APR - 2002

***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 23: NE/4						
Containing 160 acres, more or less	McMurry Energy Company	36.04218800%	23.66718800%	12.37500000%	None	Of Record
Sublette County, Wyoming	Nerd Energy, Inc.	18.02109400%	11.83359400%	6.18750000%	None	Of Record
	Fort Collins Consolidated Royalties Inc.	17.29296800%	11.35546800%	5.93750000%	None	Of Record
	Williams Production Rocky Mountain Co.	1.45625000%	0.95625000%	0.50000000%	None	Of Record

Limited in depth from the stratigraphic equivalent of 9,931 feet, being 200 feet below the total depth of the Pinedale 1-14 well located in the NE/4NE/4 of Section 14, Township 31 North, Range 109 West, and the 10,680 feet described in that certain assignment dated August 16, 1999 by and between Ultra Resources, Inc., as Transferor and McMurry Oil Company, et al, as Transferees, recorded 2/10/00 in Book 113 at Page. 476, in Sublette County, Wyoming.

292537
RECORDED Sept. 3 2002 2:50PM
IN BOOK 122046 PAGE 615
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR ASSIGNEE

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

THE UNITED STATES OF AMERICA

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

[X] Transfer approved effective APR 0 1 2002

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

LAND LAW EXAMINER (Title)

APR 0 5 2002 (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.

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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 **See Attached**
Please type or print

Transferor _____
or (Signature)

Attorney-in-fact _____
(Signature)

_____
(Transferor's Address)

_____
(City) (State) (Zip Code)

Executed this 1st day of March, 19 2007

Ultra Resources, Inc.

Transferee _____
or (Signature)

Attorney-in-fact Robin Banks
(Signature)

BURDEN HOURS STATEMENT

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

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Attached to and made a part of that certain Transfer of Operating Rights
from Lance Oil & Gas Company, Inc. to McMurry Energy Company., et al.
Dated _____,20___

Executed this 25th day of October, 2001

TRANSFEROR: McMurry Energy Company

By: [signature]

Title: Attorney in Fact

Executed this 22 day of January, 2002

TRANSFEROR: **Fort Collins Consolidated Royalties Inc.**

By: [signature]

Title: President

Executed this 29th day of October, 2001

TRANSFEROR: **Nerd Energy, Inc.**

By: Neil A Mick McMurry

Title: President

Executed this 5th day of February, 2002

TRANSFEROR: **Williams Production Rocky Mountain Company**

By: [signature]

Title: Dorsey Roach
Attorney-in-Fact

When Recorded Return to:
Dolar Energy, L.L.C.
935 East South Union Avenue D-202
Midvale, Utah 84047

STATE OF WYOMING
COUNTY OF SUBLETTE

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 15th day of March, 2001, **Leola J. Sherman, aka Jeneva Sherman, a widow,** as Lessor, executed to DOLAR ENERGY, L.L.C., as Lessee, an Oil and Gas Lease which is recorded in Book 117 O&G at Page 382 of the records of Sublette County, Wyoming, covering lands situated in Sublette County, Wyoming, and particularly described as follows, to-wit:

Township 30 ~~South~~ North, Range 112 East, 6th P.M.

Section 5: Lot 2, and a portion of the SW¼NE¼ lying within the following described tract: Beginning at a point North 64°42' West, a distance of 22 chains, 46 links from the East Quarter corner of Section 5, running thence North 11 chains, 40 links; thence North 87° West, 6 chains; thence South 8 chains, 60 links; thence south 62°36' East 6 chains, 76 links, to the place of beginning.

Township 31 North, Range 112 West, 6th P.M.
Section 32: SE¼SW¼, SW¼SE¼

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby adopt, ratify and confirm said lease as of the dated of its execution and recognize the full validity of the same insofar as it affects the entire right, title and interest of the undersigned in and to the above described land, and the undersigned hereby grant, lease and let to PHILLIPS PETROLEUM COMPANY, its successors and assigns, the above described tract of land, subject to and in accordance with all of the terms and provisions of said above described lease, all of which are incorporated herein by reference.

The undersigned further authorize DOLAR ENERGY, L.L.C., its successors and assigns, to pay any rentals and royalties which may be paid under the terms of said lease in the proportions set out below directly to the undersigned, and payments so made will fully protect and extend said lease as to the entire interest of the undersigned notwithstanding that the undersigned own a larger or smaller interest than the amount herein bears to the acreage involved.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators or assigns of the undersigned.

EXECUTED this 22 day of Aug., 2002

X Phyllis Kathryn DeSart 292539
Phyllis Kathryn DeSart

INDIVIDUAL NOTARY

STATE OF Virginia)
) ss.
COUNTY OF Bedford)

RECORDED Sept 3 2002 3:00 PM
IN BOOK 122 O&G PAGE 618
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Sisk

BEFORE ME, the undersigned authority, on this day personally appeared Phyllis Kathryn DeSart known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd day of August, 2002.

My commission expires:
12/31/2004

Notary Public

C:\MyFiles\Forms\RatOGL

618

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF WYOMING §

COUNTY OF SUBLETTE §

MARY ALICE GUENZEL ("Assignor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby sell assign, and convey to:

GEORGIA ANNE GUENZEL, 20 Chapel Street, #A-506, Brookline, MA, 02446-7405;
RICHARD JOSEPH GUENZEL, 2504 Hillside Drive, Laramie, WY, 82070;
SUSAN ELLEN GUENZEL, 4878 E. Mountain View Drive, San Diego, CA, 92116; and
MARY ELIZABETH GUENZEL PARK, 2345 Layton Terrace, FW, TX, 76109-1122.

(collectively "Assignees") that certain overriding royalty, share and share alike, reserved by Lessee Edwin L. Guenzel, being the market value of certain production at the wellhead of all oil and gas produced, saved and marketed from or allocated to that certain Oil and Gas Lease No. 015314 dated June 1, 1952, made and entered into by and between the United States of America, Lessor, and Edwin L. Guenzel, Lessee, covering the following-described land situated in Sublette County, State of Wyoming:

Township 30 North, Range 108 West, 6th P.M.

Section 8: S/2

Section 9: S/2

Section 10: NE/4, S/2

Section 14: SW/4

Section 15: All

Section 17: N/2

Section 22: NE/4

Section 23: NW/4

Sublette County, Wyoming

Containing 2,560 acres, more or less

UNITED STATES OIL AND GAS LEASE SERIAL NO. W-015314

WARBONNET #5-23;

292540

RECORDED Sept 3 2002 3:00PM
IN BOOK 122 Of6 PAGE 619
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

said lease being recorded in the records of the aforesaid County and State, in Book 115, Page 93.

The overriding royalty, weather at its maximum possible value, or as proportionately reduced pursuant to the terms of such lease, to be free and clear of all costs of exploration, development and operation, but subject to bearing its proportionate part of any production, severance and mineral ad valorem taxes.

To Have and to Hold unto each Assignee, respectively, his/her heirs, successors and assigns, forever.

Nothing herein contained shall create any obligation, either express or implied, upon Assignor to conduct developmental operations upon the land hereinabove described or to maintain said lease in force and effect.

Executed the 26th day of August, 2002.

Maryallice Guenzel
MARY ALICE GUENZEL

THE STATE OF COLORADO §

COUNTY OF Teller §

MARY ALICE GUENZEL personally appeared before me and she acknowledged that she signed the above and foregoing Assignment of Overriding Royalty for the purposes and consideration expressed in it, on this the 26th day of August, 2002.

MY COMMISSION EXPIRES:
05/28/2006

Jennifer Fritz
NOTARY PUBLIC in and for
The State of Colorado

JENNIFER FRITZ
NOTARY PUBLIC
STATE OF COLORADO

620

621

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 24 day of ~~October~~ July, ~~2001~~ 2002, by and between JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor"; and VILO, LLC, a Wyoming limited liability company, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, and its successors and assigns, all of the right, title, interest, claim and demand of Assignor, in and to all of the following described royalty interests, to-wit:

An undivided .00010365 overriding royalty interest in the following:

Green River Bend Unit FR P/A A-B

Participating Area A-B (Seventh Revision) for the Frontier Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of September 1, 1961, and containing 13,903.38 acres of land. Sublette and Lincoln Counties, Wyoming.

An undivided .00031376 overriding royalty interest in the following:

0050306-999 Green River Bend BR P/A

Initial Participating Area (Second Revision) for the Bear River (Muddy) Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of August 1, 1961, and containing 4,503 acres of land.

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, has hereunto set her name the day and year first above written.

VIOLET B. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Janet K Zans, Trustee
Janet K. Zans, Trustee

292586

RECORDED Sept 5 2002 8:40 AM
IN BOOK 122 046 PAGE 621
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Paxton

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 24 day of July, 2002, by JANET K. ZANS, sole Trustee of the Violet T. Larsen Living Trust and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:
6-25-05

SUSAN L. MITCHELL
NOTARY PUBLIC
SWEETWATER COUNTY, WYOMING
My Commission Expires JUNE 25, 2005

Susan L. Mitchell
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 24 day of ~~October~~ July, ~~2001~~ 2002, by and between JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor"; and VILO, LLC, a Wyoming limited liability company, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, and its successors and assigns, all of the right, title, interest, claim and demand of Assignor, in and to all of the following described royalty interests, to-wit:

The royalty interests transferred constitute the percentages as described on Exhibit A attached hereto, which is an overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming:

Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming
Section 25: All
Section 26: All
Section 35: All

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, has hereunto set her name the day and year first above written.

292587

RECORDED Sept 5 2002 8:40AM
IN BOOK 122 OF G PAGE 1023
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

VIOLET B. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Janet K Zans, Trst
Janet K. Zans, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 24 day of July, 2002, by JANET K. ZANS, sole Trustee of the Violet T. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:
6-25-05

Notary Public

SUSAN L. MITCHELL NOTARY PUBLIC SWEETWATER COUNTY, WYOMING My Commission Expires JUNE 25, 2005

Violet B. Larsen Living Trust
Owner # 329926-01

Property #	Property Name/Decimal Interest
WY001223	Birch Creek Unit – Bear River/Frontier Formation P/A ORRI 0.00030299
WY002089	Birch Creek Unit – Almy/Mesa Verde Formation P/A ORRI 0.0021875
WY050005	Birch Creek Unit – Baxter Formation P/A ORRI 0.0021875
WY054819	Birch Creek Unit – Lease well #158 ORRI 0.0021875
WY050161	Birch Creek Unit – Lease well #81A ORRI 0.0021875

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 24 day of July, 2002, by and between JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor"; and VILO, LLC, a Wyoming limited liability company, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, its heirs, successors and assigns, all of the right, title, interest, claim and demand of Assignor, in and to all of the following described royalty interests, to-wit:

All overriding royalty interest of record in the name of the Violet B. Larsen Living Trust, in the lands located in Sublette County, Wyoming, described as follows:

Birch Creek Unit - Frontier and Bear River Formations
Township 27 North, Range 113 West, 6th P.M, Sublette County, Wyoming
Section 25: All
Section 26: All

Birch Creek Unit - Almy Formation
Township 27 North, Range 113 West, 6th P.M, Sublette County, Wyoming
Section 24: SE¼NW¼SW¼, NE¼SW¼, S½SW¼, SW¼NW¼SE¼, SW¼SE¼
Section 25: W½, W½E½E½
Section 26: SE¼NE¼SE¼, NE¼SE¼SE¼

Birch Creek Unit - Baxter and Mesa Formations
Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming
Section 26: W½SW¼SW¼, W½NW¼SW¼, W½SW¼NW¼

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, has hereunto set her name the day and year first above written.

VIOLET B. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Janet K Zans, Trustee
Janet K. Zans, Trustee

292588

RECORDED Sept 5 2002 8:40AM
IN BOOK 122 OF 6 PAGE 625
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 24 day of July, 2002, by JANET K. ZANS, sole Trustee of the Violet T. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:
6-25-05

SUSAN L. MITCHELL NOTARY PUBLIC SWEETWATER COUNTY WYOMING Commission Expires JUNE 25, 2005

Notary Public

to 26

RECORDED Sept. 5 2002 9:45 AM
IN BOOK 122 OKG PAGE 627
FEES $ 17.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

292589

RELEASE AND RECONVEYANCE

THIS RELEASE AND RECONVEYANCE (this "Instrument"), dated as of August 8, 2002, is from WELLS FARGO BANK, N.A., a national banking association ("Secured Party"), MAC #C7301-046, 1740 Broadway, Denver, Colorado 80274, individually and in its capacity as agent, as more fully described in the Mortgage (as defined below), f/k/a NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association, to KESTREL ENERGY, INC., a Colorado corporation ("Debtor"), with an address at 999 18th Street, Denver, Colorado 80202.

RECITALS

A. Debtor executed and delivered to Secured Party an Amended and Restated Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of November 29, 2001 (the "Mortgage"), filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
New Mexico	Lea	12/28/01	1121	674
Oklahoma	Grady	12/28/01	3341	345
Oklahoma	Pittsburg	01/04/02	1147	619
Texas	Borden	12/28/01	88 DOT	749
Texas	Jackson	12/28/01	190	425
Wyoming	Campbell	12/27/01	1719 Photos	630
Wyoming	Sublette	12/28/01	88 Mtg.	156
Wyoming	Sweetwater	12/27/01	947	1287

B. Debtor and Secured Party desire that the Mortgage and any and all other mortgages and other security instruments in favor of Secured Party or its predecessors burdening any of the interests owned by Debtor (the "Other Mortgages"), including without limitation the mortgages and security documents which were amended and restated at the time the Mortgage was executed and delivered, which documents are described in Schedule I attached hereto and made a part hereof, be released in their entirety.

RELEASE AND RECONVEYANCE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby remise, release and forever quitclaim to Debtor, its successors and assigns, all

of the right, title and interest which Secured Party may have under the Mortgage or under any of the Other Mortgages, in and to any and all property covered by the Mortgage and any and all property covered by the Other Mortgages. To the extent necessary for recordation and proper indexing of this Instrument, a description of the land covered by the Mortgage and the land covered by the Other Mortgages may be attached as Exhibit "A" to the counterparts hereof to be recorded in the counties in which this Instrument is to be filed for recording, but such property descriptions are not intended to limit the properties covered hereby, which are intended to be all properties covered by the Mortgage and all properties covered by the Other Mortgages.

This Instrument is executed by Secured Party without warranty of any kind, express, implied or statutory. This Instrument shall be binding upon Secured Party and its successors and assigns and shall inure to the benefit of Debtor and its successors and assigns.

EXECUTED as of the date first above written.

WELLS FARGO BANK, N.A.,
individually and in its capacity
as agent, f/k/a NORWEST BANK
COLORADO, NATIONAL ASSOCIATION

By: _____
Ronald Christenson,
Vice President

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on August 6th, 2002, A.D., by Ronald Christenson, as Vice President of WELLS FARGO BANK, N.A., a national banking association, individually and in its capacity as agent, f/k/a NORWEST BANK COLORADO, NATIONAL ASSOCIATION, on behalf of said national banking association, acting in the capacities therein stated.
Given under my hand and official seal.

JENNY W BENNETT
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-22-2006

_____, Notary Public
(Name Printed)

My commission expires: _____

(SEAL)

SCHEDULE I

ADDITIONAL SECURITY DOCUMENTS BEING RELEASED

1. Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of February 21, 2000, filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
New Mexico	Lea	04/11/00	1011	632
Oklahoma	Grady	04/13/00	3190	433
Oklahoma	Pittsburg	04/12/00	1049	449
Wyoming	Campbell	04/10/00	1596 Photos	104
Wyoming	Sublette	04/10/00	78 Mtg.	655

2. Supplement to Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing, filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sweetwater	10/23/00	929	954

EXHIBIT "A"

Sublette County, Wyoming

1. Well: Federal 30-20
.163471 Working Interest
.119574 Net Revenue Interest
Prospect: Bird Canyon
Location: Township 27 North, Range 111 West
Section 20: SW
Sublette County, Wyoming

Lease Date: 7/1/79
Lessor: USA W-68117
Lessee: Ole M Hanson
Description: Township 27 North, Range 111 West
Section 20: NWSW, S/2SW
Limited in depth from the surface of the earth to the stratigraphic equivalent of 9800'
Recorded: Book 59, Page 7

Lease Date: 9/1/77
Lessor: USA W-59776
Lessee: Dorothy Langley
Description: Township 27 North, Range 111 West
Section 20: NESW
Limited in depth from the surface of the earth to the stratigraphic equivalent of 9800'
Recorded: Book 64, Page 278

2. Well Name: Federal #40-17
.14743490 Working Interest
.11143857 Net Revenue Interest
Prospect: Bird Canyon
Location: Township 27 North, Range 111 West
Section: 17: SE
Sublette County, Wyoming

Lease Date: 4/1/76
Lessor: USA W-54137
Lessee: Melvin Meester
Description: Township 27 North, Range 111 West
Section 17: SE
Recorded: Book 64, Page 328

631

STATE OF WYOMING

COUNTY OF SUBLETTE

292613

RECORDED Sept. 6 2002 3:15PM
IN BOOK 122 016 PAGE 631
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

ASSIGNMENT, CONVEYANCE AND TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

This ASSIGNMENT, CONVEYANCE AND TRANSFER (this "Assignment") is made and entered into this 22nd day of August, 2002, to be effective the 1st day of May, 2002 (the "Effective Date"), and is by and between TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, whose address is 1111 Bagby Street, Houston, Texas 77002, hereinafter referred to as "Grantor," and CHEVRON U.S.A. INC., a Pennsylvania corporation, whose address is 1111 Bagby Street, Houston, Texas 77002, hereinafter referred to as "Grantee."

GRANTOR, in furtherance of a plan of reorganization following the merger of a wholly-owned subsidiary of ChevronTexaco Corporation, formerly Chevron Corporation, a Delaware corporation, with and into Texaco Inc., a Delaware corporation, desires to transfer unto GRANTEE, and Grantee desires to accept such transfer of, all of GRANTOR'S right, title and interest in and to (i) the lands (the "Lands"), if any, and the leases (the "Leases"), if any, described or referenced in Exhibit A attached hereto and made a part hereof and/or described or referenced in any instruments described in Exhibit A hereto, together with all other properties, assets, rights and interests situated upon, covering or related to the Lands or the Leases, and (ii) to the extent not conveyed in clause (i) above, all properties, assets, rights and interests, of every kind or character, real, personal or mixed, located, in whole or in part, in the County and State first set forth above, or situated upon, covering or related to lands located, in whole or in part, in such County and State; save and except the Exclusions (as hereinafter defined) (the Lands, the Leases and the other properties, assets, rights and interests described in clauses (i) and (ii) above, exclusive of the Exclusions, are herein collectively called the "Properties").

WITNESSETH:

That GRANTOR by these presents, for and in consideration of the premises, does hereby GRANT, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto GRANTEE, its successors and assigns, the Properties, including, without limitation, the following properties, assets, rights and interests, to the extent located, in whole or in part, in the County and State first set forth above, or situated upon, covering or related to the Lands, Leases or any other lands located in the aforementioned County and State:

A. (i) All oil, gas and other mineral properties, assets, rights and interests, including but not limited to, leasehold, fee, mineral, royalty and overriding royalty interests, mineral servitudes and mineral rights, payments out of production, net profits, and other rights, including contractual rights to

PLEASE RETURN TO
CSC 728397-20 KLG
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Acct. #P6-0000-743-9 #32

production, and contractual rights providing for the acquisition or earning of any such interest, owned by the Grantor in whole or in part (each, a "Mineral Interest" and collectively, the "Mineral Interests");

(ii) All gas processing facilities, sulphur recovery facilities, gas treating or cleaning facilities, natural gas liquids fractionation facilities, and natural gas liquid storage facilities, together with all gas gathering, compression, booster, and other systems and natural gas liquids pipelines serving said facilities, owned by Grantor in whole or in part (the "Gas Plants"); together with all tracts of land or other interests in real or immovable property owned or leased by Grantor in whole or in part upon which Gas Plants are located (the "Gas Plant Sites");

(iii) All servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other like rights or interests owned by Grantor in whole or in part and used, or held for use, in connection with, or in any way related to pipelines, pipeline systems, gathering systems and related facilities, to the extent not included in Mineral Interests or Gas Plant Sites, together with any amendments, renewals, extensions, supplements, or other modifications thereto (herein collectively called the "Pipeline and Gathering System Servitudes");

(iv) All pipes, valves, gauges, meters and other measuring equipment, regulators, extractors, tubing, pipelines, fuel lines, compressors, facilities, treaters, plants, improvements, fittings, materials and other improvements, fixtures and/or personal property located in, on, under or otherwise related to the Pipeline and Gathering System Servitudes (the "Pipeline and Gathering Systems"); and

(v) All other real/immovable, personal/movable and mixed property located on the Mineral Interests, the Gas Plant Sites or the Pipeline and Gathering System Servitudes, or used, or held for use, in connection therewith, or in any way related to the ownership or operation thereof (whether located on or off such Mineral Interests, Gas Plant Sites or Pipeline and Gathering System Servitudes), owned or leased by the Grantor in whole or in part, including without limitation, wells, well equipment, pumping units, casing, tanks, injection facilities, saltwater disposal facilities, crude oil, natural gas, natural gas liquids, condensate or products in storage or in pipelines, gas or pipeline imbalances, and boilers, buildings, office equipment and furniture, computers, service facilities and warehouses, yards, tools, materials, supplies, tubing pumps, motors, platforms, shore bases, boats, automotive and other vehicular equipment, radios, microwave equipment, communication and transmission towers and facilities, air service facilities, helicopter pads and facilities, fixtures, machinery and other equipment, pipelines, flowlines, compressors, meters, power lines, telephone and telegraph lines, roads, field separation and processing facilities, and all other improvements (the properties, assets, rights and interests described in this paragraph A are herein collectively called the "Mineral Properties").

B. All properties, assets, rights and interests owned by Grantor in whole or in part that are or may be classified as real or immovable property, other than those described in the Mineral Properties (such properties, assets, rights and interests, to the extent not described in the Mineral Properties, are herein each called "Other Real Property", and collectively, "Other Real Properties"), including, without limitation, all fee, surface fee, surface leases, easements, rights-of-way and prescriptive rights, timber rights, and water rights, including riparian rights; together with any and all improvements and hereditaments thereon. Other Real Properties shall expressly include, without limitation, all tracts of land, or any other interest or leasehold rights of Grantor in real or immovable property, to the extent not part of the Mineral Properties, upon which are located office buildings, warehouses and any other structures or facilities owned by Grantor in whole or in part.

C. All of Grantor's files, records and data relating to the Mineral Properties or the Other Real Properties, including without limitation, title records (including abstracts of title and title curative documents), computer hardware and contracts relating primarily thereto, correspondence, micro-fiche or other lists, geological, geophysical and seismic records, electric logs, core data, pressure data and decline curves, reservoir engineering reports, oil-in-place estimates, and enhanced oil recovery predictions and graphical production curves and all related matters, and tax basis data with respect to the Mineral Properties or the Other Real Properties.

All of Grantor's right, title and interest in any and all patents and patent applications, trade secrets, proprietary information, data and processes, including software, (whether or not embodied in documents, books, records, or hardware conveyed hereunder, and whether or not acquired or licensed from third parties by contract or otherwise) and rights to any of the foregoing, including income therefrom, used or held in connection with the properties, assets, rights and interests conveyed hereunder.

D. All rights, privileges, benefits and powers related to the Mineral Properties and the Other Real Properties, other than the Exclusions, including without limitation:

(i) (a) All rights, privileges, benefits and powers (including without limitation, permits, licenses, servitudes, easements, rights-of-way, roads and docks) conferred upon the Grantor with respect to the use and occupation of the surface of, and the sub-surface depths under, the land covered by and benefiting their respective Mineral Property or Other Real Property which may be necessary, convenient or incidental to the possession and enjoyment thereof, (b) all rights in respect of any pooled, communitized or unitized acreage by virtue of any Mineral Property being a part thereof, including all production from the pool or unit allocated to any such Mineral Property and all interests in any wells within the unit or pool associated with such Mineral Property, (c) all rights, options, titles and interests of the Grantor and granting the Grantor the right to obtain or otherwise earn interests with respect to its Mineral Properties whether by drilling wells, causing wells to be drilled, payments of money or otherwise, and (d) all tenements, hereditaments and appurtenances belonging to such Mineral Properties or Other Real Properties;

(ii) All oil, gas and natural gas liquids division and transfer orders, oil, gas and natural gas liquids purchase and sale contracts, oil, gas and natural gas liquids exchange agreements, surface leases, farmin agreements, farmout agreements, bottom hole agreements, unit agreements, operating agreements, processing agreements, options, lease of equipment or facilities and other contracts, agreements and rights, which are owned by the Grantor, in whole or in part and are (a) appurtenant to the Mineral Properties or Other Real Properties, or (b) used or held for use in connection with the ownership or operation of the Mineral Properties or Other Real Properties or with the production, sale, transportation, storage or disposal of water, hydrocarbons or associated substances;

(iii) All accounts, receivables, contract rights, choses in action (i.e. rights to enforce contracts or to bring claims thereunder), commercial tort claims and other general intangibles (regardless of whether the same arose, or the events which gave rise to the same occurred on, before or after the Effective Date); and

(iv) All money, documents, instruments, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, securities, payable intangibles, letters of credit, letter of credit rights, supporting obligations and rights to payment of money (regardless of whether the same arose out of a transaction that occurred on, before or after the Effective Date).

E. All other properties, assets, rights and interests owned or leased by Grantor in whole or in part, whether or not specifically described herein associated with Grantor's ownership or operation of the Mineral Properties or Other Real Properties, other than the Exclusions.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns forever, together with all and singular the properties, assets, rights, interests and appurtenances thereto belonging or in anywise incident or appurtenant thereto; and Grantor hereby binds itself, its successors and assigns to warrant and forever defend title to the Properties unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. This Assignment is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect to the Properties or any part thereof.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor will, so long as it is authorized by applicable law so to do, at Grantor's expense, execute and deliver to Grantee all such other and further instruments of conveyance, assignment and transfer and all such notices, releases, acquittances, and other documents, and to do all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors or assigns, title to the Properties. Nothing contained herein or in any other general and specific instruments of conveyance, assignment, and transfer executed pursuant hereto shall be deemed to limit or restrict the Properties, or any right or interest of Grantor therein.

There is hereby EXCEPTED AND EXCLUDED from this Assignment all other properties, assets, rights and interests specifically described in Exhibit B hereto, if any (herein collectively called the "Exclusions").

Disclaimer of Representations and Warranties. **THE EXPRESS SPECIAL WARRANTY OF TITLE SET FORTH ABOVE IS EXCLUSIVE, AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE PROPERTIES ARE 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, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE REFERENCED ABOVE, WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. GRANTEE SHALL ACCEPT THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND IN ITS PRESENT CONDITION AND STATE OF REPAIR.**

Assumption of Debts and Liabilities. Grantee agrees to assume, undertake, pay, satisfy and discharge all the lawful duties, debts, obligations and liabilities under or relating to the Properties, known or unknown,

whether now existing or which may come into existence in the future, of the Grantor (regardless of whether the same arose or the events which gave rise to the same occurred on, before or after the Effective Date). Except as expressly stated herein, Grantee accepts this Assignment subject to all covenants, conditions, duties and obligations of Grantor under or relating to the Properties and expressly assumes and agrees to be responsible for and discharge said covenants, conditions, duties and obligations.

Waiver of Consumer Rights. To the extent applicable to the transaction contemplated hereby or any portion thereof and to the fullest extent such rights may be waived, Grantee waives Grantee's rights under the provisions of the Texas Deceptive Trade Practices - Consumer Protection Act, Sections 17.41 et. seq. of the Texas Business and Commerce Code, a law that gives consumers special rights and protections, and any comparable act in any other state in which the Properties are located; Grantee states that, after consultation with an attorney of Grantee's selection, Grantee voluntarily consents to this waiver.

Counterparts; Exhibit A; Exhibit B; Witnesses; Attestation. This Assignment may be executed in any number of counterparts all of which are identical, except that, (i) to facilitate recordation, in certain counterparts hereof only that portion of Exhibit A which contain specific descriptions of properties, assets, rights and 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, (ii) to facilitate recordation, only those counterparts hereof which are to be filed in recording jurisdictions where Exclusions are located will have an Exhibit B attached. If no Exhibit B is attached to a particular counterpart, such omission is intentional and indicates that no Exclusions are located in that recording jurisdiction. Exhibit B is included by reference only on those counterparts which do not have an Exhibit B attached. With respect to those counterparts which have an Exhibit B attached, only that portion of Exhibit B which contain specific descriptions of Exclusions located in the recording jurisdiction where the particular counterpart is to be recorded are included, and other portions of Exhibit B are included by reference only, (iii) the execution of this Assignment by each of the parties may not be witnessed on those counterparts hereof containing descriptions of the Properties located in states where witnesses are not required by applicable law, and (iv) the execution of this Assignment by each of the parties may not be attested on those counterparts hereof containing descriptions of the Properties located in states where attestation is not required by applicable law. Each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Assignment to be duly executed on the date first set forth above, but effective for all purposes on the Effective Date.

GRANTOR:

TEXACO EXPLORATION AND PRODUCTION INC.

By: _____
Name: L. C. LaFleur
Title: Attorney-in-Fact

GRANTEE:

CHEVRON U.S.A. INC.

By A. E. Wacker
Name: A. E. Wacker
Title: Assistant Secretary

Grantor's Address:
Texaco Exploration and Production Inc.
1111 Bagby Street
Houston, Texas 77002

Grantee's Address:
Chevron U.S.A. Inc.
1111 Bagby Street
Houston, Texas 77002

WHEN RECORDED OR FILED RETURN TO:

CSC Corporation Service Company
Attn: Jerome L. Suarez
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Grantor's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by the above mentioned person, as attorney-in-fact of TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, on behalf of said corporation on this date. He is personally known to me.

CHARLES F. HOLMES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 6, 2006

NOTARY PUBLIC
STATE OF TEXAS

Grantee's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by the above mentioned person, as Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, on behalf of said corporation on this date. She is personally known to me.

CHARLES F. HOLMES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 6, 2006

NOTARY PUBLIC
STATE OF TEXAS

Exhibit "A"
To Assignment, Conveyance And Transfer
Dated effective as of May 1, 2002
From Texaco Exploration and Production Inc., as Grantor
To Chevron U.S.A. Inc., as Grantee

LIS AGREEMENT NUMBER	AGREEMENT NAME	AGREEMENT TYPE	EFFECTIVE DATE	COUNTY	LEGAL DESCRIPTION
143793 000	E. H. SIMKINS	Fee	12/13/1940	SUBLETTE	240.00 ACS, 27N-113W, 6TH PM, SEC 28: SE/4SE/4;SEC 33: NE/4NE/4; SEC 34: NW/4.(LABARGE CAMP SITE)
144111 000	FEAR FAMILY TRUST	Lease	12/29/1972	SUBLETTE	1050.51 ACS, 28N-111W, SEC 5: LOTS 2, 3, S/2NW/4,W/2SW/4; SEC 7: LOTS 1, 2, 3,4, E/2, E/2W/2; SEC18:LOTS 2,3,4, NW/4NE/4, E/2W/4;(CONT RMK 50) SEC 19:LOT 1; 29N-111W, SEC 33: SE/4SE/4; SEC 34: W/2SW/4.
144129 000	MCGINNIS, W J	Lease	5/1/1963	SUBLETTE	120.00 ACS, 28N-112W, 6TH PM, SEC 17: W/2SW/4,NE/4SW/4.
144326 000	J.A. MINTON	Lease	8/15/1957	SUBLETTE	40.00 ACS, 27N-113W, 6TH PM, SEC 28: SW/4NW/4 ASTO PROD FROM THE WELLBORE OF THE SOUTH LA BARGE2-28; BAXTER (HILLIARD) FM
149840 000	LITTLE SANDY GRAZING ASSOCIATION	Lease	6/16/1999	SUBLETTE	40.00 ACS,28N-105W,SEC. 28:SE/4SW/4
149844 000	ELDON M. SPICER ESTATE	Lease	8/2/1999	SUBLETTE	40.00 ACS,28N-105W,SEC. 28:SE/4SW/4

6038

EXHIBIT B
To Assignment, Conveyance And Transfer
Dated effective as of May 1, 2002
From Texaco Exploration and Production Inc., as Grantor
To Chevron U.S.A. Inc., as Grantee

Excluded Assets

This Exhibit B has been intentionally left blank.

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

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

Lease Serial No.

WYW-54466

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)* LARIO OIL & GAS COMPANY
Street 301 SOUTH MARKET STREET
City, State, ZIP Code WICHITA, KS 67202

292614

Sept 1a 229.00
IN BOOK 122 046 PAGE 640
FEES $ 14.00
SUBLETTE CO
WYOMING
By Cathy Scott

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a		Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 20: NW/4 Containing 160.00 acres, more or less Sublette County, Wyoming	TR 1	10.735821%	10.735821%	NONE	NONE	OF RECORD
TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 17: S/2 SECTION 20: SW/4 Containing 480.00 acres, more or less Sublette County, Wyoming	TR 11	6.441493%	6.441493%	NONE	NONE	OF RECORD

TR 1 & TR 11 BOTH LIMITED FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 11,522' AS ENCOUNTERED IN THE VEAL FEDERAL #10-20 WELL, LOCATED IN THE SWNW OF SEC 20-28N-111W, SUBLETTE COUNTY, WYOMING.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS THE INTENT OF GOIL III LIMITED PARTNERSHIP TO ASSIGN ANY AND ALL INTEREST OF ANY KIND TO LARIO OIL & GAS COMPANY.

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)

WY2529-01=02-A(CRANE)

640

C041

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 20th day of August, 19xx 2002.

Name of Transferor GCIL III LIMITED PARTNERSHIP
Please type or print

Transferor Jeffrey V. Ware
or (Signature)

Attorney-in-fact JEFFREY V. WARE
(Signature)

301 SOUTH MARKET STREET
(Transferor's Address)

WICHITA (City) KANSAS (State) 67202 (Zip Code)

Executed this 21st day of August, 19xx 2002.

LARIO OIL & GAS COMPANY

Transferee Michael W. O'Shaughnessy
(Signature)

by Michael W. O'Shaughnessy, President

ATTEST: Assistant Secretary
(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.

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 20th day of August, 2002, before me personally appeared JEFFREY V. WARE, to me personally known, who, being by me duly sworn, did say that he is the ATTORNEY-IN-FACT for GCIL III LIMITED PARTNERSHIP and said JEFFREY V. WARE acknowledged said instrument to be his free act and deed.

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

My Commission expires:
April 24, 2006

Andria L. Neiss
NOTARY PUBLIC
Address: P.O. Box 29
Denver, Colorado 80202

(SEAL)

ANDRIA L. NEISS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/24/2006

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 21st day of August, 2002, before me personally appeared MICHAEL W. O'SHAUGHNESSY, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of LARIO OIL & GAS COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said MICHAEL W. O'SHAUGHNESSY acknowledged said instrument to be his free act and deed of said corporation.

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

My Commission expires:
April 24, 2006

Andria L. Neiss
NOTARY PUBLIC
Address: P.O. Box 29
Denver, Colorado 80202

(SEAL)

ANDRIA L. NEISS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/24/2006

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

A POWER OF SALE HAS BEEN GRANTED IN THIS DEED OF TRUST. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS DEED OF TRUST.

This Mortgage, Deed of Trust, Security Agreement, Financing Statement, and Assignment of Production (this "Deed of Trust") is executed pursuant to the Credit Agreement effective as of November 14, 2001, by and between **ENDEAVOR ENERGY RESOURCES, L.P.**, a Texas limited partnership (herein called "Mortgagor"), and **GUARANTY BANK, FSB,** as Administrative Agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms thereof, the "Administrative Agent," and the Lenders signatory thereto from time to time (as amended, restated, or supplemented from time to time, the "Credit Agreement")). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Mortgagor, whose mailing address is 110 N. Marienfeld, Suite 200, Midland, Texas 79701-4440, hereby agrees as follows:

ARTICLE 1

GRANT

1.1 Lien. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to Arthur R. Gralla, Jr., Trustee, whose address is c/o Guaranty Bank, FSB, 333 Clay Street, Suite 4400, Houston, Texas 77002-4103, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of **GUARANTY BANK, FSB,** as Administrative Agent for the Lenders, with its office in Houston, Texas, and the mailing address for which is 333 Clay Street, Suite 4400, Houston, Texas 77002-4103 ("Mortgagee"), the following described Property:

(a) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the leases, rights of way, easements, or other documents described in Exhibit A attached hereto and incorporated herein for all purposes, or described or referred to in the documents described in Exhibit A, without regard to any surface acreage and/or depth limitations set forth in Exhibit A, and all renewals and extensions thereof and all new leases, rights of way, easements, or other documents (i) in which an interest is acquired by Mortgagor after the termination or expiration of any lease, right of way, easement, or other document described or referred to in Exhibit A, and (ii) that covers all or any part of the Property described in and covered by such terminated or

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SUBLETTE COUNTY, WYOMING
By Cathy Scott

expired lease, right of way, easement, or other document described in Exhibit A, (all of the foregoing in this paragraph (a) being the "Leases");

(b) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the lands subject to the Leases or otherwise described or referred to in Exhibit A, without regard to any surface acreage and/or depth limitations set forth in Exhibit A (the "Lands"), including, without limitation, the oil, gas, mineral and leasehold estates in and to the Lands;

(c) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to any of the oil, gas, and minerals in, on, or under the Lands, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, nonparticipating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas, or other minerals from the Leases and/or Lands;

(d) all of the foregoing interests of Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances;

(e) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit A, to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to all or any portion of the Leases and/or the Lands, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any Governmental Authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases and/or the Lands;

(f) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit A, to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases and/or the Lands; and

(g) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all existing and future permits, licenses, easements, and similar rights and privileges that relate to or are appurtenant to any of the Leases and/or the Lands.

1.2 Security Interest. Mortgagor, for the same consideration, hereby grants to Mortgagee a continuing security interest in all improvements and all personal Property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code ("UCC"), including, but not limited to, substitutions and replacements for, accessions to, and the proceeds and products from any and all of such improvements and personal Property, as well as any and all "as-extracted collateral" as such term is defined in the UCC, whether now owned and existing or hereafter acquired or arising, and situated on any of the Leases and/or the Lands, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal Property and equipment of every kind and character upon, incident, appurtenant, or belonging to and used in connection with the interest of Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Lands and/or the Leases, including, but not limited to, goods that are to become fixtures related to such property and all oil, gas, and other minerals produced or to be produced to the account of Mortgagor from the Leases and/or the Lands and all accounts receivable, general intangibles, and contract rights of Mortgagor in connection with the Lands and/or the Leases, including, but not limited to, oil, gas, and other minerals and all products, substitutions, and exchanges thereof and accounts resulting from the sale thereof arising at any wellhead or minehead located on the Leases and/or the Lands (the Lands, the Leases, and the real and personal Property interests hereinabove described being the "Mortgaged Property").

1.3 Assignment of Security. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to Liens securing payment of proceeds from the sale of production from the Mortgaged Property.

1.4 After-Acquired Property. Mortgagor, for the same consideration, hereby grants, bargains, sells, conveys, transfers, and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title, or interest which Mortgagor may hereafter acquire or become entitled to in the interests, Properties, Lands, Leases, and premises aforesaid, and in the oil, gas, or other minerals in and under or produced from or attributable to any of the Lands or Leases, which additional right, title, and interest, when acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.5 Habendum. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other Property which, by the terms hereof, has or may hereafter become subject to the Liens of this Deed of Trust, together with all rights, hereditaments, and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

[redacted] [redacted] [redacted]

ARTICLE 2

INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations, and liabilities:

2.1 Specific Obligations. The Obligations, including, without limitation, the indebtedness evidenced by the Credit Agreement and the Promissory Notes executed by Mortgagor to the order of the Lenders pursuant to the Credit Agreement in the aggregate face amount of up to $250,000,000.00, bearing interest and payable as provided therein or as provided in the Credit Agreement (the "Notes") with a final maturity date of November 14, 2004.

2.2 Additional Indebtedness. (a) Payment of and performance of any and all present or future obligations of Mortgagor under Commodity Hedge Agreements. "Commodity Hedge Agreements" shall mean any present or future crude oil, natural gas, or other hydrocarbon floor, collar, cap, price protection, or swap agreement in form and substance with a Person acceptable to the Administrative Agent.

(b) Payment of and performance of any and all present or future obligations of Mortgagor under any Rate Management Transaction entered into by and between Mortgagor and the Lenders. "Rate Management Transaction" shall mean any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Mortgagor and Lenders which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to on or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

(c) Payment of and performance of any and all present or future obligations of Mortgagor under any guaranty in favor of the Lenders of any of the Mortgagor's subsidiary's obligations under Commodity Hedge Agreements and Rate Management Transactions and all present or future obligations of Mortgagor or Mortgagor's subsidiaries under Commodity Hedge Agreements and Rate Management Transactions.

2.3 Other and Further Indebtedness. This Deed of Trust is intended to secure a revolving credit line as set forth in the Credit Agreement. If intermediate paydowns by Mortgagor reduce the outstanding Indebtedness to zero, it is intended that the Liens created under this Deed of Trust shall remain in full force and effect as long as any Commitment exists. In addition, it is contemplated that Mortgagor may from time to time borrow additional sums of money from or otherwise be or become obligated to the The Lenders, and this Deed of Trust is given to secure any

and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to The Lenders for payment, including, without limitation, indebtedness arising by way of guaranty as to obligations of another to The Lenders and indebtedness originally owed to a party other than The Lenders but which becomes owing to The Lenders as a result of The Lenders having acquired the right to payment thereof. This Deed of Trust shall likewise secure not only the above described indebtedness, but any and all renewals for any period, extensions, and rearrangements of all or any portion thereof; and the Liens under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above described indebtedness. Notwithstanding the foregoing, it is not the intention of the parties hereto to extend the Liens of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any provision of any statute, regulation, rule, ordinance, or order of any applicable jurisdiction or any agency or subdivision of any of such jurisdictions. In this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of any statute, regulation, rule, ordinance, or order of any applicable jurisdiction, or any agency or subdivision of any of such jurisdictions.

2.4 Indebtedness. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations, and liabilities described or referred to in this Article 2, subject, however, to the limitations provided hereinabove in this Article 2.

ARTICLE 3

WARRANTIES

3.1 Warranty of Title. Mortgagor hereby binds itself, its legal representatives, successors, and assigns, to warrant and forever defend all and singular the Mortgaged Property to the Trustee and the successors and assigns of the Trustee forever against every Person whomsoever lawfully claiming or to claim the same or any part thereof. Notwithstanding that this Deed of Trust covers all of the right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the Mortgaged Property, Mortgagor, for itself, its legal representatives, successors, and assigns, further covenants, represents, and warrants that Mortgagor has good and indefeasible title to the Mortgaged Property and that the interests of Mortgagor in and to the Leases and/or Lands described in Exhibit A are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest, or other interest payable out of or measured by production set forth in connection with each oil and gas well described in Exhibit A. In the event Mortgagor owns any other or greater interest, such additional interest is nonetheless included in, covered by, and subject to the liens and security interests created by this Deed of Trust.

3.2 Additional Warranties. For the same consideration, Mortgagor, for itself, its legal representatives, successors, and assigns, covenants, represents, and warrants that:

(a) Leases in Effect. All of the Leases specifically described in Exhibit A are in full force and effect. All covenants, express or implied, in respect of the

Leases specifically described in Exhibit A, or of any assignment of any of such Leases, which may affect the validity of any of such Leases, have been performed.

(b) Interests Free of Liens. The interests of Mortgagor in the Mortgaged Property are free and clear of all Liens except for Permitted Liens. All gross production taxes and all taxes as to which non-payment could result in a Lien against any of the Mortgaged Property have been paid.

ARTICLE 4

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness, Mortgagor, for itself, its legal representatives, successors, and assigns, covenants and agrees as follows:

4.1 Maintenance of Leases. Mortgagor will keep and continue all Leases, estates, and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases which have not terminated by their terms without the prior written consent of Mortgagee.

4.2 Maintenance of Property. Mortgagor will keep and maintain all improvements, personal Property, and equipment now or hereafter situated on the Lands and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as may be required for replacement when otherwise in compliance with the provisions of this Deed of Trust and the Credit Agreement.

4.3 Pooling or Unitization. At a point while there exists an Event of Default (such term being defined in the Credit Agreement), Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of the net revenue interest of Mortgagor in production from the pooled or unitized lands attributable to the Mortgaged Property constituting a portion of such pooled or unitized lands. Immediately after the formation of any pool or unit in accordance herewith, Mortgagor will furnish to Mortgagee a conformed copy of the pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to the Liens, security interest and assignment hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit A. In the event any proceedings of any Governmental Authority which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give immediate written notice thereof to Mortgagee. Any pooling or unitization of all or any part of the Mortgaged Property in violation of this Section shall be of no force or effect against the Trustee or Mortgagee.

4.4 Operation of Mortgaged Property. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells now or hereafter located thereon continuously and in a prudent and workmanlike manner in accordance with the best usage of the field and in accordance with all applicable Requirements of Law. Mortgagor will comply with all terms and conditions of the Leases and each assignment or contract obligating Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower Mortgagor to bind the Trustee or Mortgagee to any contract or obligation or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by Mortgagor.

4.5 Compliance with Operating Agreements. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; and will not take any action to incur any liability or Lien (other than Permitted Liens) thereunder; and will not enter into any new operating agreement or any amendment of any existing operating agreement affecting the Mortgaged Property without the prior written consent of Mortgagee. Furthermore, at a point while there exists an Event of Default, Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating agreement affecting the Mortgaged Property unless Mortgagor obtains the prior written consent of Mortgagee and, if requested by Mortgagee, deposits with the operator or Mortgagee, where Mortgagor is a non-operator, or with Mortgagee, where Mortgagor is an operator, Mortgagor's share of the estimated cost of the proposed operation prior to electing to participate in the operation. To the extent that Mortgagor is unable to consent to any proposed operation with respect to any of the Mortgaged Property, prior to electing not to participate in the proposed operation, Mortgagor will use its best efforts, to the extent practicable and to the extent allowed to do so under the relevant operating agreement or other applicable contract, to farmout to others acceptable to Mortgagee, on the best terms obtainable and acceptable to Mortgagee, the interest or relevant portion of the interest of Mortgagor in the proposed operation.

4.6 Access to Mortgaged Property. Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees, at the expense of Mortgagor, at all times to go upon, examine, inspect, conduct environmental audits and other testing of, and remain on, the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon at Mortgagee's own risk and subject to safety standards applicable in the industry, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

4.7 Waivers. Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshaling of assets, sale in inverse order of alienation, notices, appraisements, redemption, and any prerequisite in the event of foreclosure of the Liens created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the Liens of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged

Property, proceeds, or income, and without affecting the Liens hereof as to the part or parts of the Mortgaged Property, proceeds, or income not so released or the right to receive future proceeds and income.

4.8 Compliance with Laws. Mortgagor will comply with all Requirements of Law applicable to the Mortgaged Property and the operations conducted thereon, including, without limitation, the Natural Gas Policy Act of 1978, as amended, and Environmental Laws; and cause all employees, crew members, agents, contractors, subcontractors, and future lessees (pursuant to appropriate lease provisions) of Mortgagor, while such Persons are acting within the scope of their relationship with Mortgagor, to comply with all such Requirements of Law as may be necessary or appropriate to enable Mortgagor to so comply.

4.9 Hazardous Substances Indemnification. **MORTGAGOR HEREBY INDEMNIFIES AND HOLDS MORTGAGEE AND THE LENDERS AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, AND AFFILIATES AND THE TRUSTEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES, ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS, REMEDIAL ACTIONS, REQUIREMENTS AND ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (A) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER, OR FROM ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, (B) ANY ACTIVITY CARRIED ON OR UNDERTAKEN ON OR OFF ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, AND WHETHER BY MORTGAGOR OR ANY PREDECESSOR IN TITLE, EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR OR ANY OTHER PERSON AT ANY TIME OCCUPYING OR PRESENT ON ANY MORTGAGED PROPERTY, IN CONNECTION WITH THE HANDLING, TREATMENT, REMOVAL, STORAGE, DECONTAMINATION, CLEANUP, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES AT ANY TIME LOCATED OR PRESENT ON OR UNDER SUCH PROPERTY, (C) ANY RESIDUAL CONTAMINATION ON OR UNDER ANY MORTGAGED PROPERTY, (D) ANY CONTAMINATION OF ANY MORTGAGED PROPERTY OR NATURAL RESOURCES ARISING IN CONNECTION WITH THE GENERATION, USE, HANDLING, STORAGE, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE BY MORTGAGOR OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF MORTGAGOR WHILE SUCH PERSONS ARE ACTING WITHIN THE SCOPE OF THEIR RELATIONSHIP WITH MORTGAGOR, IRRESPECTIVE OF WHETHER ANY OF SUCH ACTIVITIES WERE OR WILL BE UNDERTAKEN IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF LAW, OR (E) THE PERFORMANCE AND ENFORCEMENT OF THIS DEED OF TRUST OR ANY OTHER ACT OR OMISSION IN CONNECTION WITH OR RELATED TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING IN THIS SECTION ARISING FROM NEGLIGENCE, WHETHER SOLE OR CONCURRENT, ON THE PART OF MORTGAGEE OR ANY LENDER OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, OR AFFILIATES OR THE TRUSTEE; PROVIDED FURTHER THAT NOTHING HEREIN SHALL INDEMNIFY MORTGAGEE FROM ITS GROSS NEGLIGENCE, WILLFUL OR CRIMINAL MISCONDUCT, WITH THE FOREGOING INDEMNITY SURVIVING SATISFACTION OF THE INDEBTEDNESS, THE TERMINATION OF THE CREDIT AGREEMENT, AND THE RELEASE OF THE LIENS CREATED HEREBY.**

4.10 Site Assessments. If, in the reasonable judgment of Mortgagee, it appears that conditions may exist on any Mortgaged Property, which indicate a potential for violation of Environmental Laws or the presence of Hazardous Substances, then Mortgagee (by its officers, employees and agents), after first giving Mortgagor written notice of its intent to do so, either prior to or after the occurrence of an Event of Default, may contract, at the expense of Mortgagor, for the services of Persons (the "Site Reviewers") to perform environmental site assessments and other tests ("Site Assessments") on all or any portion of the Mortgaged Property (to which Mortgagor is entitled to grant such right) reasonably necessary for the purpose of determining whether any environmental condition exists on any Mortgaged Property which could reasonably be expected to result in any liability, cost, or expense to Mortgagee or any owner, occupier, or operator of such Mortgaged Property. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon all or any portion of the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessments available to Mortgagor, which, prior to an Event of Default, may at its election participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing all Site Assessments shall be paid by Mortgagor upon demand of Mortgagee and any such obligations shall be Indebtedness secured by this Deed of Trust.

4.11 Performance of Gas Contracts. Mortgagor will perform and observe in all material respects all of its obligations under each contract relating to the sale of gas produced from or attributable to the Mortgaged Property and will not, except in good faith and as the result of arm's length negotiations and with prior written notice to Mortgagee, change, modify, amend or waive any of the terms or provisions of any contract or take any other action which would release any other party from its obligations or liabilities under any such contract.

4.12 Covenants Running with the Land. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE 5

DEFEASANCE, FORECLOSURE
AND OTHER REMEDIES

5.1 Defeasance. Should the Commitment terminate and the Indebtedness be paid, as the same becomes due and payable, and should Mortgagor duly observe and perform all of the covenants, conditions, and agreements herein and in all other Loan Documents provided to be observed and performed by Mortgagor, then the conveyance of the Mortgaged Property shall become of no further force and effect, and, at the request and expense of Mortgagor, the Lien granted hereunder shall be released, without recourse or warranty; otherwise, it shall remain in full force and effect.

5.2 Events of Default. The occurrence of any Event of Default under the Credit Agreement or the sale of any Mortgaged Property (other than a sale permitted by the Credit Agreement) without the prior written consent of the Mortgagee shall constitute an Event of Default under this Deed of Trust.

5.3 Acceleration and Exercise of Power of Sale. (a) Upon the occurrence of an Event of Default specified in Sections 7.1(f) or 7.1(g) of the Credit Agreement, the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon shall automatically become immediately due and payable, without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law. Upon the occurrence of any other Event of Default, Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by Mortgagor to the full extent permitted by applicable law.

(b) Upon the occurrence of any Event of Default or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of Mortgagee (which request is hereby presumed), to enforce this Trust and, after advertising the time and place of the sale for at least 21 days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in the office of the county clerk of each county in which the Mortgaged Property or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of Mortgagee, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of Mortgagee, at least 21 days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder for cash, and after such sale to execute and deliver to the purchaser or purchasers good and sufficient deeds and assignments, conveying such Property so sold to the purchaser or purchasers with general warranty of title made on behalf of Mortgagor. The Trustee, or his successor or

substitute, is hereby authorized and empowered to appoint any one or more Persons as his attorneys-in-fact or agents to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorneys-in-fact or agents shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the Lien or exhaust the power of sale hereunder except with respect to the items of Property sold, but such Lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall the heirs, legal representatives, successors or assigns of such purchaser, be deemed to have assumed, by reason of the acquisition of Property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal Property subject to the Lien hereof.

5.4 Rights as Secured Party. Upon the occurrence of any Event of Default, Mortgagee shall be entitled to all of the rights, powers, and remedies afforded a secured party by the UCC with respect to the personal Property and fixtures and as-extracted collateral in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal Property covered hereby.

5.5 Application of Proceeds of Sale. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the enforcement of this Deed of Trust, including, but not limited to, a fee to the Trustee of 5% of the amount realized at the sale, if required by the Trustee;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect;

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

5.6 Substitute Trustee. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.7 Statements by Trustee. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted. Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this Deed of Trust.

5.8 Suit to Collect and Foreclose. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, and to foreclose the Lien of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such Property sold under the judgment or decree of a court of competent jurisdiction.

5.9 Mortgagee or Trustee as Purchaser. Mortgagee or the Trustee may be a purchaser of all or any portion of the Mortgaged Property at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee, upon any other foreclosure of the Lien hereof, or otherwise. Mortgagee or the Trustee so purchasing shall, upon any such purchase, acquire title to the Mortgaged Property so purchased, free of the Lien of this Deed of Trust and free of all rights of redemption in Mortgagor.

5.10 Entry and Operation. Upon the occurrence of any Event of Default, then in each and every such case and in addition to the other rights and remedies hereunder, the Trustee or Mortgagee, whether or not the Indebtedness shall have become due and payable, may, but shall not be obligated to, enter into and upon and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage, and control all or any portion of the Mortgaged Property and produce the oil, gas, and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of the Indebtedness, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition, and neither the Trustee nor Mortgagee shall be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through the fraud or willful misconduct of the Trustee or Mortgagee, as the case may be.

5.11 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place, and stead of Mortgagor in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of

Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.12 Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants, and terms of this Deed of Trust and the other Loan Documents. The employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE 6

ASSIGNMENT OF PRODUCTION

6.1 Assignment. In addition to the conveyance to the Trustee herein made, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas, and other minerals produced, saved, or sold from the Mortgaged Property and attributable to the interests of Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same. Notwithstanding the foregoing, Mortgagor shall not exercise the rights herein granted unless Mortgagor is in default. The purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.2 Postponement of Payment. For its convenience, Mortgagee has elected not to exercise immediately its right to receive payment to it directly of the proceeds of any sale of the oil , gas and other minerals produced or sold from the Mortgaged Property and the purchasers may continue to make such payment or delivery of the proceeds to Mortgagor until such time as Mortgagor and the purchasers have received notice that an Event of Default has occurred and is continuing, and that the purchasers are directed to make payment or delivery of the proceeds directly to Mortgagee. Such failure by Mortgagee to exercise its rights immediately shall not in any way waive the right of Mortgagee to receive any of the proceeds, or to make any such demand, or to affect any such assignment as to any proceeds not theretofore paid or delivered to Mortgagor. In this regard, if any of the proceeds are paid or delivered directly to Mortgagee and then, at the request of Mortgagee, the proceeds are, for a period or periods of time, paid or delivered to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future proceeds be again paid or delivered directly to it. Mortgagee shall never be required to send any such notice to all purchasers, and may direct such notice only to those purchasers as it may, in its discretion, desire. It shall never be necessary for Mortgagee to institute legal proceedings to enforce

[redacted] [redacted] [redacted]

the assignment of hydrocarbons, proceeds, or other rents, profits, or income contained in this instrument. It shall not be necessary for Mortgagee to obtain possession of the Mortgaged Property as a prerequisite to Mortgagee's right to collect or receive any hydrocarbons, other minerals, proceeds, or other rents, profits, or income assigned to Mortgagee under this instrument. Mortgagor and Mortgagee expressly agree and it is the express intention of Mortgagor and Mortgagee that in no event will any reduction in the obligations be measured by the fair market value of the hydrocarbons, other minerals, proceeds, or other rents, profits, or income assigned to Mortgagee under this instrument.

6.3 Change of Purchaser. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.1, Mortgagee shall have the right, at the expense of Mortgagor, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof. Promptly upon such demand, Mortgagor shall take all necessary and appropriate action to effect such change of connection.

6.4 Application of Proceeds. Mortgagor authorizes and empowers Mortgagee to receive, hold, and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.1, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. Mortgagee may apply all sums received by Mortgagee pursuant to Section 6.1 to the payment of the Indebtedness, application to be made in such manner as Mortgagee may elect, regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in the Loan Documents. After such application has been so made by Mortgagee, the balance of any such sums shall be paid to Mortgagor.

6.5 No Postponement of Installments on Indebtedness. It is understood and agreed that should such payments provided for by Section 6.1 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the Loan Documents, and neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the terms and provisions of the Loan Documents. Likewise, neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the Liens, rights, title, and remedies herein granted securing the Indebtedness or the liability of Mortgagor therefor. The rights under this Article 6 are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.6 Turnover to Mortgagee. Should Mortgagor receive any of the proceeds of any sale of oil, gas, or other minerals produced, saved, or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

6.7 Release of Proceeds Upon Payment of Indebtedness. Upon payment in full of all Indebtedness and the termination of the Commitment, the remainder of such proceeds held by

Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made, without recourse or warranty, by Mortgagee to Mortgagor at its request and its expense.

6.8 Duty of Mortgagee. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.9 Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as the agent of Mortgagor to act in the name, place, and stead of Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

ARTICLE 7

MISCELLANEOUS

7.1 Further Assurances. Upon request of Mortgagee, Mortgagor will promptly correct any defects, errors, or omissions in the execution or acknowledgment of this Deed of Trust or any other Loan Document, and execute, acknowledge, and deliver such other assurances and instruments as shall, in the opinion of Mortgagee, be necessary to fulfill the terms of this Deed of Trust.

7.2 Interest. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any Loan Document seems to indicate any possibility of a different power given to Mortgagee or any authority to ask for, demand, or receive any larger rate of interest, this clause shall override and control, and proper adjustments shall be made accordingly.

7.3 Agreement as Entirety. This Deed of Trust, for convenience only, has been divided into Articles, Sections, and subsections. The rights, powers, privileges, duties, and other legal relations of Mortgagor, the Trustee, and Mortgagee shall be determined from this Deed of Trust as an entirety and without regard to the aforesaid division into Articles, Sections, and subsections and without regard to headings affixed to such Articles, Sections, or subsections.

7.4 Number and Gender. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.5 Rights and Remedies Cumulative. All rights, powers, immunities, remedies, and Liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in

equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the Liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith, or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this Deed of Trust or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered, and held as cumulative.

7.6 Parties in Interest. This Deed of Trust shall be binding upon the parties and their respective heirs, administrators, legal representatives, successors, and assigns and shall inure to the benefit of the Mortgagee and its legal representatives, successors, and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, administrators, legal representatives, successors, and assigns of such parties. The term "Mortgagee" shall also include any lawful owner, holder, or pledgee of any Indebtedness.

7.7 Supplements. Without in any manner limiting the effect of Section 1.4 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagor, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties subject to the Liens, rights, titles, and interests created by this Deed of Trust by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the Liens, rights, titles, and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.8 Invalidity. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust or any other Loan Document.

7.9 Construction. All titles or headings to Articles, Sections, subsections, or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections, or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection, and Exhibit references herein are to such Articles, Sections, subsections, and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection, or provision of this Deed of Trust.

7.10 Fixtures, Minerals and Accounts. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal Property described

hereinabove are or are to become fixtures on the Lands. In addition, the security interest created hereby under applicable provisions of the UCC attaches to minerals, including oil and gas, and accounts resulting from the sale thereof, at the wellhead or minehead located on the Lands.

7.11 Financing Statement Filings. This Deed of Trust may be filed as provided in Article 9 of the UCC to assure that the security interests granted by this Deed of Trust are perfected. In this connection, this Deed of Trust may be presented to a filing officer under the UCC to be filed in the real estate records as a Financing Statement covering minerals and fixtures. Further, Mortgagor authorizes Mortgagee to execute and file any and all Financing Statements in both the real estate records and the office of the Secretary of State of Texas, pursuant to Article 9 of the UCC, as Mortgagee deems necessary in its sole discretion, in conjunction with this Deed of Trust, and Mortgagor expressly authorizes execution and filing of such Financing Statements by Mortgagee without need of signature or execution by Mortgagor.

7.12 Addresses. For purposes of filing this Deed of Trust as a financing statement, the addresses for Mortgagor, as the debtor, and Mortgagee, as the secured party, are as set forth hereinabove.

7.13 Counterparts. For the convenience of the parties, this Deed of Trust may be executed in multiple counterparts, each of which for all purposes shall be deemed, and may be enforced from time to time as, a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this Deed of Trust with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

7.14 No Waiver by Mortgagee. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.15 Governing Agreement. This Deed of Trust is made pursuant and subject to the terms and provisions of the Credit Agreement. In the event of a conflict between the terms and provisions of this Deed of Trust and those of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control. The inclusion in this Deed of Trust of provisions not addressed in the Credit Agreement shall not be deemed a conflict, and all such additional provisions contained herein shall be given full force and effect.

7.16 Special Provisions Applicable to Mortgaged Property in North Dakota. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of North Dakota:

(a) The federal tax identification number for Mortgagor is 75-2875180.

(b) MORTGAGOR AGREES THAT THIS DEED OF TRUST CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO NORTH DAKOTA CENTURY CODE, CHAPTER 35-03.

7.17 Special Provisions Applicable to Mortgaged Property in Oklahoma. The following special provisions shall apply to that portion of the Mortgaged Property situated in the State of Oklahoma:

(a) The foreclosure and other remedial provisions of this Deed of Trust are subject to the applicable provisions of Oklahoma law.

(b) Upon the occurrence of an Event of Default, prior to enforcing the trust created hereby, notice shall be properly and duly posted as required by the laws of the State of Oklahoma, after which the Mortgaged Property may be sold at public auction for cash. Accordingly, Mortgagee, personally or by its agents or attorneys, shall have the right and power, with or without first taking possession, to declare the Indebtedness due and payable, and to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as it may elect, the Mortgaged Property and all of the Mortgagor's estate, right, title and interest, claim and demand therein and right of redemption thereof, all at such place or places and otherwise in such manner and upon such notice as may be required by Title 46 Okla. Stat. §§40-48 (Oklahoma Power of Sale Mortgage Foreclosure Act) or other applicable law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make such conveyance to the purchaser or purchasers. Mortgagee may postpone the sale of all or any portion of such Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Mortgagee may make other successive sales until all of the Mortgaged Property is legally sold.

(c) In lieu of or in addition to exercising any power of sale hereinabove given, Mortgagee (whether or not the notice provided for in Title 46 Okla. Stat. §44 has been given by Mortgagee, but after the time for cure therein provided if such notice has been given) may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, or for the enforcement of any other appropriate legal or equitable remedy. Should Mortgagee elect judicial foreclosure of this Deed of Trust in lieu of exercising the power of sale hereinabove granted, the Indebtedness shall, at the election of Mortgagee, become immediately due and payable without notice. Appraisement of the Mortgaged Property is hereby waived, or not waived, at the option of Mortgagee, such option to be exercised at or prior to the time judgment is rendered in any judicial foreclosure hereof. In case of any sale by virtue of judicial

proceedings, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

(d) To the full extent that it may be lawfully so agreed, Mortgagor for itself and for all who may claim under Mortgagor agrees that it will not at any time insist upon, plead, claim, or take the benefit or advantage of any stay, extension, or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Deed of Trust or the sale of the Mortgaged Property, or any part thereof, pursuant thereto or the possession thereof by any purchaser at any such sale, but Mortgagor, for itself and all who may claim under it, insofar as it now or hereafter lawfully may, hereby waives the benefit of all such laws.

(e) The Trustee herein shall be deemed to be a mortgagee acting on behalf of Mortgagee. The power of sale herein granted shall apply only to the extent permitted by the laws of the State of Oklahoma.

(f) A POWER OF SALE HAS BEEN GRANTED IN THIS DEED OF TRUST. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS DEED OF TRUST.

7.18 Special Provisions Applicable to Mortgaged Property in Wyoming. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Wyoming:

(a) Mortgagee shall have the right to proceed pursuant to law to foreclose and sell the Mortgaged Property either by advertisement and sale as provided in the laws of the State of Wyoming or by court action, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorneys' fees. Notwithstanding any other provisions of this Deed of Trust, the manner of such foreclosure by advertisement and sale shall be as provided for by Wyoming law.

(b) Upon the occurrence of an Event of Default and during the period of redemption, Mortgagee shall be entitled to immediate possession of the Mortgaged Property and rents and profits therefrom.

(c) Notwithstanding any other provisions of this Deed of Trust, the fee payable to the Trustee hereunder shall not exceed the maximum allowed by Wyoming law.

IN WITNESS WHEREOF, this Deed of Trust is executed on the date of the acknowledgment below but effective as of the 1st day of August, 2002.

[redacted] [redacted] [redacted]

MORTGAGOR (DEBTOR):

ENDEAVOR ENERGY RESOURCES, L.P.

By: Endeavor Petroleum, LLC,
Its General Partner

By: _____
Autry C. Stephens
Sole Member

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **AUTRY C. STEPHENS**, sole member of **Endeavor Petroleum, LLC**, General Partner of **ENDEAVOR ENERGY RESOURCES, L.P.**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ~~14th~~ 6th day of ~~November, 2001~~ August, 2002.

BOBBIE WARD
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 08-22-2005

_____
NOTARY PUBLIC in and for the State of Texas

EXHIBIT A
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

The designation "Working Interest" or "WI" when used in this Exhibit means an interest owned in an oil, gas, and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "NRI" means that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the overriding royalty interest so provides, costs associated with compression, dehydration, other treating or processing, or transportation of production of oil, gas, or other minerals relating to the marketing of such production. The designation "Royalty Interest" or "RI" means an interest in production which results from an ownership in the mineral fee estate or royalty estate in the relevant land and which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas, or other minerals relating to the marketing of such production.

Any reference in this Exhibit to wells or units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest, or properties covered by this Deed of Trust. All right, title, and interest of Mortgagor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

The references to book or volume and page herein refer to the recording location of each respective Mortgaged Property described herein in the county where the land covered by the Mortgaged Property is located.

[Descriptions of the relevant Leases and
the relevant Land are found on the
following pages of this Exhibit]

[redacted] [redacted] [redacted]

EXHIBIT A
TO
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION
FROM ENDEAVOR ENERGY RESOURCES, L.P., FOR THE
BENEFIT OF GUARANTY BANK, FSB, ADMINISTRATIVE AGENT

All of Grantor's oil, gas and/or mineral leasehold, mineral, royalty, overriding royalty or other oil, gas and mineral interest (whether now owned or hereafter acquired) in all of the leases and/or lands described or referred to in this Exhibit "A," together with all of Grantor's interest in all leases, lands and interest with which any of said interests may now or hereafter be pooled, unitized or communitized. This exhibit shall include all of Grantor's interests in the leases described or referred to herein as reflected of record in the county records whether or not all lands covered by said leases are specifically described or referred to herein and whether or not all of Grantor's interest in said leases are specifically described or referred to herein. The specific interests set forth herein are the interests hereby represented and warranted to be owned by Grantor in the properties described herein, but this exhibit shall be deemed to cover any additional interests of Grantor that are in excess of the specific interests set forth herein and such designations shall not be deemed a limitation on the interest covered hereby. The lease names and/or well names set forth herein are for information purposes only and such designations shall not be deemed a limitation on the properties covered hereby. All recording references in this Exhibit "A" shall be deemed references to the applicable real property records of the named county or counties in which the Mortgaged Properties are located.

SUBLETTE COUNTY, WYOMING

1. Federal, Bird Canyon, EER No. 1409

Assignment and Bill of Sale dated June 10, 1994, executed by Meridian Oil Production Inc., Assignor, to Autry C. Stephens, Assignee, recorded in Book 99, Page 221, Oil & Gas Records, Sublette County, Wyoming, insofar as said document covers the NE/4, NW/4 of Section 23, T-27-N, R-112-W, Sublette County, Wyoming.

Working Interest:	.25000000
Net Revenue Interest:	.23316400

6604

6665

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

JUN 26 2002

Serial No.

WYW155826

RECEIVED

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 PANNONIAN ENERGY INC
   Street 14 INVERNESS DR E # H-236
   City, State, Zip Code ENGLEWOOD, CO 80112

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project Gamma Ray Unit
   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

292647

RECORDED Sept 10 2002 2:40 PM
IN BOOK 122 of S PAGE 665
FEES $ 47.00 M L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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. 1100W Meridian 06th State WY County Sublette
Sec. 008 ALL;
017 ALL;

Total acres in lease 1280.00
Rental retained $ 1920.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Chief, Fluid Minerals Adjudication (Title) JUN 24 2002 (Date)

EFFECTIVE DATE OF LEASE JUL 01 2002

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 _____ _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

WY 155826

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	9-9-02

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)* :		
☐ Oil and Gas Parcel Number 133		
☐ Geothermal Parcel Number Name of Known Geothermal Resource Area (KGRA)		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

[illegible] ENERGY Inc
Print or Type Name of Lessee

[illegible]
Signature of Lessee or Bidder

[illegible] Suite 4[illegible]
Address of Lessee

[illegible] CO [illegible]
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

[redacted] [redacted] [redacted]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

WY-1155026

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.

THIS STIPULATION APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent. ✓
2. Within 500 feet of surface water and/or riparian areas. ✓
3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur. ✓
4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines). ✓
5. Within 1/4 mile of occupied dwellings. ✓
6. Material sites. ✓

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

THIS NOTICE APPLIES TO ALL PARCELS

LeTO

WY 155826

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to 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.

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

1355826

THIS STIPULATION APPLIES TO ALL PARCELS

The U.S. Fish and Wildlife Service (FWS) has proposed for listing under the Endangered Species Act (ESA) of 1973, the mountain plover (*Charadrius montanus*) as a threatened species. A listing package has been sent to the Director of FWS in Washington, D.C. for review/approval. The listing is very likely in the near future. Mountain plovers migrate to Wyoming to nest each year and are confirmed to nest in every county. Even though they arrive in early April and complete their nesting by the middle of July, alteration of habitat throughout the rest of the year can have a detrimental effect on these birds as they generally return to the same location to nest each year. The exploration and development of oil and gas leases may have a detrimental effect on mountain plovers and their habitat. Some of the land encompassed in the lease parcels described in the **April 9, 2002,** *Notice of Competitive Oil and Gas Lease Sale* contain habitat for the mountain plover and have been designated as such. Most of the parcels have not been specifically inventoried for the presence or absence of mountain plovers, so reliable information is not available at this time. This information notice is to alert potential purchasers that <u>all</u> of the parcels in this sale are subject to the ESA and may contain habitat for mountain plovers (even if not specifically denoted herein). Inventories will be required when potential mountain plover habitat exists within a lease parcel. If the birds are then found to be present, then additional protective measures most likely will be added to allow for any disturbing activities. If a lease parcel contains no mountain plover habitat or if the birds are not present, then the lease parcel may be developed without restrictions for mountain plovers. If at a later date mountain plovers occupy previously unoccupied habitat within a lease parcel, then additional protective measures will most likely be added. Please see section 6 of the Lease Terms for additional information regarding threatened or endangered species.

x

WYW155826

Special Lease Notice

Special Lease Notice: This parcel is in Visual Resource Management Class III. Post-lease development activities may be subject to visual resource mitigation to meet the objectives established for VRM Class III in the Pinedale RMP. Mitigation may include, but is not limited to, screening facilities by terrain or other natural features, using low-profile production facilities, centralizing production facilities, and/or directional drilling.

[redacted] [redacted] [redacted]

WYW155826

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #1;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW155826

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Apr 1 through Jul 31;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW155826

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, or prohibited altogether, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species or habitat are present. (ENDANGERED SPECIES ACT OF 1973 AS AMENDED, SECTIONS 2 AND 7);

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting Mustela nigripes (Black-footed ferret), Charadrius montanus (Mountain plover).

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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

X

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WYW155826

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use within 1/4 mile of a Sage/Sharp-tailed Grouse strutting/dancing ground will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2;

For the purpose of:

(3) protecting Sage/Sharp-tailed Grouse breeding habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

X

[redacted] [redacted] [redacted]

WY #155826

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.
WYW155825

SEP 26 2002

RECEIVED

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 PANNONIAN ENERGY INC
   Street 14 INVERNESS DR E # H-236
   City, State, Zip Code ENGLEWOOD, CO 80112

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project Gamma Ray Unit
   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

292648

RECORDED Sept. 10 2002 2:40PM
IN BOOK 122 OF G PAGE 679
FEES $ 56.00 M L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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. 1100W Meridian 06th State WY County Sublette
Sec. 003 LOTS 11-14;
004 LOTS 3,4;
004 S2NW,SW,W2SE;
005 LOTS 1-4;
005 S2N2,S2;
009 LOTS 2,3;
009 W2;

Total acres in lease 1579.96 ~~2370.00~~
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Carmen E. Lobato (Signing Officer)

for Chief, Fluid Minerals Adjudication (Title) JUN 24 2002 (Date)

EFFECTIVE DATE OF LEASE JUL 01 2002

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

WYW155825

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	4-1-02

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☐ Oil and Gas Parcel Number 137		
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

[redacted]
Print or Type Name of Lessee

[redacted]
Address of Lessee

[redacted]
City State Zip Code

[redacted]
Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

[redacted] [redacted] [redacted]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

WY-1036-5625

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.

[redacted] [redacted] [redacted]

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent. ✓
2. Within 500 feet of surface water and/or riparian areas. ✓
3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur. ✓
4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines). ✓
5. Within 1/4 mile of occupied dwellings. ✓
6. Material sites. ✓

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

[redacted]8825

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to 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.

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

1625

THIS STIPULATION APPLIES TO ALL PARCELS

The U.S. Fish and Wildlife Service (FWS) has proposed for listing under the Endangered Species Act (ESA) of 1973, the mountain plover (*Charadrius montanus*) as a threatened species. A listing package has been sent to the Director of FWS in Washington, D.C. for review/approval. The listing is very likely in the near future. Mountain plovers migrate to Wyoming to nest each year and are confirmed to nest in every county. Even though they arrive in early April and complete their nesting by the middle of July, alteration of habitat throughout the rest of the year can have a detrimental effect on these birds as they generally return to the same location to nest each year. The exploration and development of oil and gas leases may have a detrimental effect on mountain plovers and their habitat. Some of the land encompassed in the lease parcels described in the **April 9, 2002**, *Notice of Competitive Oil and Gas Lease Sale* contain habitat for the mountain plover and have been designated as such. Most of the parcels have not been specifically inventoried for the presence or absence of mountain plovers, so reliable information is not available at this time. This information notice is to alert potential purchasers that **all** of the parcels in this sale are subject to the ESA and may contain habitat for mountain plovers (even if not specifically denoted herein). Inventories will be required when potential mountain plover habitat exists within a lease parcel. If the birds are then found to be present, then additional protective measures most likely will be added to allow for any disturbing activities. If a lease parcel contains no mountain plover habitat or if the birds are not present, then the lease parcel may be developed without restrictions for mountain plovers. If at a later date mountain plovers occupy previously unoccupied habitat within a lease parcel, then additional protective measures will most likely be added. Please see section 6 of the Lease Terms for additional information regarding threatened or endangered species.

1686

WYW155825

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Within designated the floodplain in T.0300N, R.1100W, 06th PM, WY Sec. 009 LOTS 2,3;

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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW155825

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #1;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW155825

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Apr 1 through Jul 31;

On the lands described below:

(2) entire lease;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW155825

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Visual Resource Management Overlay;

For the purpose of:

(3) protecting Class I and II Visual Resource Management Areas.

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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

X

WYW155825

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, or prohibited altogether, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species or habitat are present. (ENDANGERED SPECIES ACT OF 1973 AS AMENDED, SECTIONS 2 AND 7);

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting Mustela nigripes (Black-footed ferret), Charadrius montanus (Mountain plover).

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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

X

[redacted] [redacted] [redacted]

WYW155825

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use within 1/4 mile of a Sage/Sharp-tailed Grouse strutting/dancing ground will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2;

For the purpose of:

(3) protecting Sage/Sharp-tailed Grouse breeding habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW155825

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use within 1/4 mile or visual horizon of trail whichever is closer may be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2;

For the purpose of:

(3) protecting cultural and scenic values of the Lander Trail.

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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW155825

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use between Feb 1 and Jul 31 within a radius of up to 1 mile of occupied or active Raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2 or as determined by a pre-disturbance Raptor survey;

For the purpose of:

(3) protecting Raptor nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW143648

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 Niebrugge Thomas W
Street 1600 Stout St #1300
City, State, Zip Code Denver, CO 80202

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.:_____ *Sale Date (m/d/y):____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. R. Meridian State County

292649

RECORDED Sept 10 2002 2:40PM
IN BOOK 122 OF 6 PAGE 696
FEES $23.00 Mary L. Kinkead COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Slater

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029N R. 108W 06th Meridian WY State Sublette County

Sec. 020 E2,N2NW,SENW;
021 ALL;
028 ALL;
029 E2;

Total acres in lease 2040.000
Rental retained $ 3060.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by for Mary J. Kinkead (Signing Officer)
Chief, Leasable Minerals Section (Title)
NOV 19 1997 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1997

(Continued on reverse)

FOR LESSEE

696

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 300,200 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 [illegible] Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____.

_____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During the term of this lease, all 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 prescribe or sting 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 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.

WYW143646

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.

699

LEASE NOTICE NO. 1

WYW143643

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]

WYW143646

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within the Wind River Front Special Recreation Management Area will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting visual, recreational, watershed, cultural, and wildlife values.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW143646

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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT EOG Resources, Inc, a Delaware Corporation, 600 17th Street, Suite 1100N, Denver, Colorado 80202, 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 Seneca Resources Corporation, 1201 Louisiana Street, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee", 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".

Assignor reserves, however, and there is not hereby conveyed, an overriding royalty interest equal to nineteen percent (19%) of 8/8ths of the oil, gas and, if applicable, other minerals produced and saved from the Leases, and attributable to the interest herein conveyed. Said overriding royalty interest shall bear and absorb the burden of all royalty interests, overriding royalty interests, production payments and any other burdens on production, which currently exist of record against the Leases. The reserved overriding royalty interest shall be free of all costs and expenses of exploration, development, production, operating and marketing (including costs for dehydrating, treating, boosting, compressing or otherwise treating the production that occur on the land covered by the Lease); provided, however that the override shall bear its proportionate share of costs and expenses incurred off the land covered by the Lease that may be charged to the Lessor's royalty under the applicable lease. Said overriding royalty interest shall apply to any renewals or extensions of the Leases which may be taken by Assignor, Assignees or their respective successors or assigns within one year from termination of the relevant Lease. If any of the Leases cover less than the full interest in the lands described therein and covered by this Assignment, then said overriding royalty interest shall be proportionately reduced as to the relevant Lease. Assignee is hereby given the right and power, without further approval from Assignor, to pool said overriding royalty interest in the same manner and to the same extent as is provided in the relevant Lease for the pooling of its Lessor's interest.

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 (now EOG Resources, Inc.) and Seneca Resources Corporation, and subject to that certain Farmout Agreement dated August 1, 2002.

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.

292650

RECORDED Sept 10 2002 2:45 PM
IN BOOK 122 046 PAGE 702
FEES $17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By [illegible]

IN WITNESS WHEREOF, this instrument is executed this 12th day of August, 2002, but effective July 1, 2002.

ASSIGNOR:

EOG RESOURCES, INC.

By: _____
J. Michael Schween
Agent and Attorney-in-Fact

ASSIGNEE:

SENECA RESOURCES CORPORATION

By: _____
John F. McKnight
Vice President, Land and Legal

[redacted] [redacted] [redacted]

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 to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 21st day of Aug., 2002.

LINDA R. HUBER
Notary Public, State of Texas
[illegible] Expires 07-13-2006

Linda R. Huber
Notary Public in and for the
State of Texas

My Commission Expires:

_____

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., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 12th day of August, 2002.

Carolyn S. Baughman
Notary Public in and for the
State of Colorado

My Commission Expires:

July 9 2002

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

EOG #	Lease Name	Lease Date	Description
0075779-001	Mickelson, Gordon & Margaret	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 670 Sublette County, Wyoming
0075779-002	Greenwood, Tharon	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 675 Sublette County, Wyoming
0075779-003	Thompson, Robert V.	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 680 Sublette County, Wyoming

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT EOG Resources, Inc, a Delaware Corporation, 600 17th Street, Suite 1100N, Denver, Colorado 80202, 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 Seneca Resources Corporation, 1201 Louisiana Street, Suite 400, Houston, Texas 77002-5604, hereinafter referred to as "Assignee", 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".

Assignor reserves, however, and there is not hereby conveyed, an overriding royalty interest equal to nineteen percent (19%) of 8/8ths of the oil, gas and, if applicable, other minerals produced and saved from the Leases, and attributable to the interest herein conveyed. Said overriding royalty interest shall bear and absorb the burden of all royalty interests, overriding royalty interests, production payments and any other burdens on production, which currently exist of record against the Leases. The reserved overriding royalty interest shall be free of all costs and expenses of exploration, development, production, operating and marketing (including costs for dehydrating, treating, boosting, compressing or otherwise treating the production that occur on the land covered by the Lease); provided, however that the override shall bear its proportionate share of costs and expenses incurred off the land covered by the Lease that may be charged to the Lessor's royalty under the applicable lease. Said overriding royalty interest shall apply to any renewals or extensions of the Leases which may be taken by Assignor, Assignees or their respective successors or assigns within one year from termination of the relevant Lease. If any of the Leases cover less than the full interest in the lands described therein and covered by this Assignment, then said overriding royalty interest shall be proportionately reduced as to the relevant Lease. Assignee is hereby given the right and power, without further approval from Assignor, to pool said overriding royalty interest in the same manner and to the same extent as is provided in the relevant Lease for the pooling of its Lessor's interest.

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 (now EOG Resources, Inc.) and Seneca Resources Corporation, and subject to that certain Farmout Agreement dated August 1, 2002.

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.

292651

RECORDED Sept. 10 2020 2:45 PM
IN BOOK 122 OF 6 PAGE 706
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

706

IN WITNESS WHEREOF, this instrument is executed this 12th day of August, 2002, but effective July 1, 2002.

ASSIGNOR:

EOG RESOURCES, INC.

By: _____
J. Michael Schween
Agent and Attorney-in-Fact

ASSIGNEE:

SENECA RESOURCES CORPORATION

By: _____
John F. McKnight
Vice President, Land and Legal

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 to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 21st day of Aug., 2002.

LINDA R. HUBER
Notary Public, State of Texas
My Commission Expires 07-19-2006

Linda R. Huber
Notary Public in and for the
State of Texas

My Commission Expires:

_____

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., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL this 12th day of August, 2002.

Carolyn S. Baughman
Notary Public in and for the
State of Colorado

My Commission Expires:

July 9, 2002

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

EOG #	Lease Name	Lease Date	Description
0075779-001	Mickelson, Gordon & Margaret	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 670 Sublette County, Wyoming
0075779-002	Greenwood, Tharon	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 675 Sublette County, Wyoming
0075779-003	Thompson, Robert V.	11/12/97	Insofar and only insofar as lease covers: T33N-R113W, 6th P.M. Section 31: S2NE4 80 acres, more or less Recorded in Book 106, Page 680 Sublette County, Wyoming

[redacted] [redacted] [redacted]

EWS/EnCana
North Jonah

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That the undersigned, **Energy West Services, LLC, P. O. Box 1441, Denver, CO 80201**, hereinafter called **Assignor**, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto **EnCana Oil & Gas (USA) Inc, 950 17th Street, Suite 2600, Denver, CO 80202,** hereinafter called **Assignee**, all of its right, title and interest in and to those certain Oil and Gas Leases (hereinafter called **Leases**) set out in Exhibit "A" attached hereto and made a part hereof, and being situated in the County of Sublette, State of Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties, either expressed or implied. By acceptance of this assignment and payment for the Leases described herein Assignees agree to assume any and all liabilities and responsibilities contained in said lease or created by the existence of said lease, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with Assignee's operations.

Assignee joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument. The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignor and Assignee.

EXECUTED and made effective this 9th day of May, 2002.

ASSIGNOR: ENERGY WEST SERVICES, LLC

By: _____
James E. Sullivan, Manager

ASSIGNEE: ENCANA OIL & GAS (USA) INC

By: _____
Jon Grannis, Vice President, Rockies Exploration

292748

RECORDED Sept 12 , 02 8:10 AM
IN BOOK 122 OAG PAGE 710
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

Acknowledgment for Assignor

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 9th day of May, 2002, before me, a Notary Public, personally appeared James E. Sullivan, as Manager of Energy West Services, LLC, to me known, and being duly sworn did say that he signed said instrument as a free act and deed on behalf of said limited liability company.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

JUANELL R. KOSACZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1/18/2004

My commission expires 1/18/2004

Notary Public Juanell R. Kosacz
Address: 950 17th Street, Suite 2600
Denver, CO 80202

Acknowledgment for Assignee:

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 9th day of May, 2002, before me, a Notary Public, personally appeared Jon Grannis, Vice President of EnCana Oil and Gas (USA) Inc., to me known, and being duly sworn did say that he signed said instrument as a free act and deed on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

JUANELL R. KOSACZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1/18/2004

My commission expires 1/18/2004

Notary Public
Address: [redacted]

EXHIBIT "A"

attached to and made a part of that certain Assignment of Oil and Gas Leases dated effective May 9, 2002 from **Energy West Services, LLC,** as Assignor, to **EnCana Oil and Gas (USA) Inc.**, as Assignee.

EWS LSE #	LSE DATE	LESSOR NAME	LESSEE NAME	LEGAL DESCRIPTION	GROSS ACRES	BK	PG	COUNTY	STATE
210-001A	April 5, 2002	Ted C. Frome and Betty B. Frome, husband and wife	Energy West Services, LLC	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3 (39.80), 4 (39.72), S/2NW/4, SW/4 less one acre in the SE/4SW/4 Section 2: Lots 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 less one acre in the NE/4NW/4 Township 32 North, Range 111 West, 6th P.M. Section 26: SW/4SW/4 Section 27: S/2NE/4, SE/4 Section 34: NE/4 Section 35: W/2NE/4, SE/4NE/4, NW/4, S/2	2,036.97	121 O&G	473	Sublette	Wyoming
210-001B	April 5, 2002	Richard L. Goodman, a married man dealing in his sole and separate property	Energy West Services, LLC	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3 (39.80), 4 (39.72), S/2NW/4, SW/4 less one acre in the SE/4SW/4 Section 2: Lots 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 less one acre in the NE/4NW/4 Township 32 North, Range 111 West, 6th P.M. Section 26: SW/4SW/4 Section 27: S/2NE/4, SE/4 Section 34: NE/4 Section 35: W/2NE/4, SE/4NE/4, NW/4, S/2	2,036.97	121 O&G	472	Sublette	Wyoming
210-001C	April 5, 2002	W. Tom Davis, Trustee of the Doyle F. Child Family Living Revocable Trust B dated June 1, 1992	Energy West Services, LLC	Township 31 North, Range 111 West, 6th P.M. Section 1: Lots 3 (39.80), 4 (39.72), S/2NW/4, SW/4 less one acre in the SE/4SW/4 Section 2: Lots 1 (39.72), 2 (39.81), 3 (39.91), 4 (40.01), S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 less one acre in the NE/4NW/4 Township 32 North, Range 111 West, 6th P.M. Section 26: SW/4SW/4 Section 27: S/2NE/4, SE/4 Section 34: NE/4 Section 35: W/2NE/4, SE/4NE/4, NW/4, S/2	2,036.97	121 O&G	474	Sublette	Wyoming

[redacted] [redacted] [redacted]

EWS/EnCana
Grindstone

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

That the undersigned, **Energy West Services, LLC,** whose mailing address is **P. O. Box 1441, Denver, CO 80201**, hereinafter called **Assignor**, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto **EnCana Oil & Gas (USA) Inc, formerly known as AEC Oil & Gas (USA) Inc,** whose mailing address is **950 17th Street, Suite 2600, Denver, CO 80202,** hereinafter called **Assignee**, all of its right, title and interest in and to those certain Oil and Gas Leases (hereinafter called **Leases**) set out in Exhibit "A" attached hereto and made a part hereof, and being situated in the County of Sublette, State of Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties, either expressed or implied. By acceptance of this assignment and payment for the Leases described herein Assignees agree to assume any and all liabilities and responsibilities contained in said lease or created by the existence of said lease, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with Assignee's operations.

Assignee joins Assignor in the execution hereof for the purpose of evidencing Assignee's agreement to the terms and provisions of this instrument. The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignor and Assignee.

EXECUTED this 25th day of July 2002 but made effective as of the 1st day of August 2001.

ASSIGNOR: ENERGY WEST SERVICES, LLC

By: _____
James E. Sullivan, Manager

ASSIGNEE: ENCANA OIL & GAS (USA) INC

By: _____
Jon Grannis, Attorney-in-fact

292749

RECORDED Sept 12 2002 8:10AM
IN BOOK 122046 PAGE 712
FEES $22.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Soter

Acknowledgment for Assignor

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 25th day of July 2002, before me, a Notary Public, personally appeared James E. Sullivan, as Manager of Energy West Services, LLC, to me known, and being duly sworn did say that he signed said instrument as a free act and deed on behalf of said limited liability company.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

JUANELL R. KOSACZ
NOTARY PUBLIC
STATE OF COLORADO
My commission expires 01/18/2004

My Commission Expires 1/18/2004

Juanell R. Kosacz
Notary Public: Juanell R. Kosacz
Address: 950 17th Street, Suite 2600
Denver, CO 80202

Acknowledgment for Assignee:

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 8th day of August, 2002, before me, a Notary Public, personally appeared Jon Grannis, as Attorney-in-fact for EnCana Oil and Gas (USA) Inc., to me known, and being duly sworn did say that he signed said instrument as a free act and deed on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

JUANELL R. KOSACZ
NOTARY PUBLIC
STATE OF COLORADO
My commission expires 01/18/2004

My Commission Expires 1/18/2004

Juanell R. Kosacz
Notary Public:
Address:

EXHIBIT "A"

attached to and made a part of that certain Assignment of Oil and Gas Leases dated effective August 1, 2001 from **Energy West Services, LLC**, as Assignor, to **EnCana Oil and Gas (USA) Inc.**, as Assignee.

EWS LSE #	LEASE DATE	LESSOR	LESSEE	LEGAL DESCRIPTION	GROSS ACRES	BOOK	PAGE	COUNTY	STATE
206-007 (201-062)	June 20, 2001	Alsade Minerals Limited Partnership, a Wyoming Limited Partnership	Energy West Services, LLC	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	960.00	120O&G	693	Sublette	Wyoming
206-008 (201-063)	June 20, 2001	Alsade Minerals Limited Partnership, a Wyoming Limited Partnership	Energy West Services, LLC	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	1,369.57	120O&G	690	Sublette	Wyoming

713

EXHIBIT "A"

attached to and made a part of that certain Assignment of Oil and Gas Leases dated effective August 1, 2001 from **Energy West Services, LLC,** as Assignor, to **EnCana Oil and Gas (USA) Inc.**, as Assignee.

EWS LSE #	LEASE DATE	LESSOR	LESSEE	LEGAL DESCRIPTION	GROSS ACRES	BOOK	PAGE	COUNTY	STATE
206-009 (201-064)	June 20, 2001 June 20, 2006	Alsade Minerals Limited Partnership, a Wyoming Limited Partnership	Energy West Services, LLC	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	2,678.00	120O&G	696	Sublette	Wyoming
206-010 (201-065)	June 20, 2001 June 20, 2006	Alsade Minerals Limited Partnership, a Wyoming Limited Partnership	Energy West Services, LLC	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	318.10	120O&G	699	Sublette	Wyoming

7/4

710A

ASSIGNMENT

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

WHEREAS, STARWOOD, INC, a Texas corporation, whose mailing address is P. O. Box 200, Basalt, Colorado, 81621 is the present owner of an interest in those certain Oil, Gas and Mineral Leases, described in Exhibit "A" attached hereto and made a part hereof,

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, STARWOOD, INC, as Assignor, does hereby transfer, assign and convey, without warranty of title, express or implied, unto BURLINGTON RESOURCES OIL & GAS COMPANY, LP, whose mailing address is P. O. Box 51810, Midland, Texas 79705, its successors and assigns, as Assignee, an undivided 100% of Assignor's right, title and interest in and to the Oil, Gas and Mineral Leases, as described in Exhibit "A" hereof.

Assignor is delivering an eighty percent (80.00%) net revenue interest (calculated on the basis of a 100.00% leasehold interest) on all leases assigned hereunder, and Assignor is reserving, for itself, its successors and assigns, an overriding royalty equal to the difference between existing burdens and twenty percent (20.00%), subject to proportionate reduction if the leases cover less than the entire fee mineral interest or if the interest being assigned is less than a 100.00% leasehold interest.

THIS ASSIGNMENT IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY, PROVIDED, HOWEVER, ASSIGNOR HEREBY SPECIALLY WARRANTS AND AGREES TO DEFEND THE TITLE TO THE INTERESTS AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS OR ENTITIES CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH, UNDER OR BY REASON OF ACTS OR OMISSIONS OF ASSIGNOR, BUT NOT OTHERWISE.

Assignee agrees if a lease covered by this assignment should expire and Assignee renews such lease within one (1) year after its expiration then Assignor shall been entitled to its overriding royalty interest from said lease just as though it were covered by this assignment.

This Assignment is also subject to the terms of that certain unrecorded Letter Agreement dated May 18, 2002, covering the Leases described in Exhibit "A" between BURLINGTON and STARWOOD.

292798 This Assignment is executed and effective this 18th day of May, 2002.

RECORDED Sept. 13 2002 3:20 PM
IN BOOK 122 046 PAGE 710
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STARWOOD, INC.

By: Don R. Holloway
Don R. Holloway

Title: President

STATE OF COLORADO §
§
COUNTY OF EAGLE §

NOTARY PUBLIC
SIERRA ROSE SHIMER
STATE OF COLORADO

The foregoing instrument was executed before me this 10 day of ~~February~~ June, 2002, by Don R. Holloway, as President of Starwood, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public in and for the State of Colorado

Print Name: Sierra Rose Shimer

My Commission Expires:

My Commission Expires
10/03/2005

EXHIBIT "A"

Attached to and made a part of that certain
Assignment dated May 18, 2002
by and between Burlington Resources Oil & Gas Company, LP,
and Starwood, Inc.

Lessor: Michael D. Marincic and Brenda Dunford,
as Trustees of the Marincic Irrevocable Trust 1,
dated 6-10-1988
Lessee: Starwood, Inc.
Lease Date: Sept. 21, 1999
Recording: Book 112, Page 373

Insofar and only insofar as said lease covers the following lands:

T30N, R110W, 6th P.M.
Section 10: Tract in E/2 E/2
described in Book 20, Page 536 of
the records of Sublette County, WY

T31N, R110W, 6th P.M.
Section 16: Lot 6 (45.06), together with
all accretion and riparian rights thereto,
and all right title, and interest to the bed
of the Green River

T30N, R110W, 6th P.M.
Section 3: Lots 2 (38.87), 8 (13.31), 9 (37.38)
SW/4 NE/4 SE/4 NW/4, NE/4 SW/4, W/2 SE/4
Section 9: Lot 1 (29.95)
Section 10: Lot 1 (39.87), Ne/4 NW/4

T31N, R110W, 6th P.M.
Section 34: Lots 4 (33.02), 5 (22.17), W/2 SE/4

T31N, R110W, 6th P.M.
Section 16: Lots 4 (9.37), 5 (17.15), 7 (16.64), 8 (41.73)
SW/4 SW/4, NW/4 SE/4, E/2 SE/4
Section 21: Lots 1 (36.71), 2 (9.73), 7 (18.67), 10 (10.75)
Section 22: Lots 1 (35.07), 2 (38.09) W/2 NW/4, E/2 SW/4
Section 27: Lots 1 (21.76), 5 (39.93), 6 (35.58), 7 (34.56),
8 (27.39), 9 (35.07) NE/4 NW/4
Section 28: SE/4 NE/4, E/2 SE/4
Section 34: Lots 1 (47.87), 2 (25.47)

T30N, R110W, 6th P.M.
Section 9: Lots 4 (21.76), 6 (23.37), 7 (34.82), W/2 SE/4
Section 10: Lots 2 (30.21), 4 (38.66), 5 (30.72) S/2 NE/4
SE/4 NW/4, E/2 SW/4, SE/4, less 3 tracts
described
Section 15: NW/4 NE/4, NE/4 NW/4

T30N, R110W, 6th P.M.
Section 4: Lots 1 (38.46), 2 (38.74), 5 (37.12), 6 (39.85),
7 (32.51) SW/4 NE/4

T31N, R110W, 6th P.M.

Section 33: SE/4
Section 34: Lots 6 (36.35), 7 (27.65)

Lessor: Karen Sue Luse Davis, Benny James Davis,
Bradley Reece Davis
Lessee: Starwood, Inc.
Lease Date: May 10, 2000

Insofar and only insofar as said lease covers the following lands:

T30N, R110W, 6th P.M.
Section 19: S/2 NE/4, NW/4 SE/4
Section 20: NW/4, NE/4 SW/4

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1103
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.
WYW-131911

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

I . Transferee (Sublessee)*
Street
City, State, ZIP Code

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 110 West, 6th PM Section 2: Lots 1-4, S/2N/2 Containing 318.56 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	Of Record

292821
RECORDED Sept 16 2002 2:10PM
IN BOOK 122 OAG PAGE 713
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

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)

713A

714A

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as Attorney-in-Fact for Ultra Resources, Inc., this 15th day of July 2002.

Witness my hand and official seal.

My Commission Expires: 04-10-06

Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 30th day of August, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

[illegible] subject 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 July ,2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor (Signature)

or

Attorney-in-fact Robin Benko , Attorney-in-Fact
(Signature)

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

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

Executed this 30th day of August ,2002

LANCE OIL & GAS COMPANY, INC.

Transferee (Signature)

or

Attorney-in-fact (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

• U.S. GPO: 1990-573-016/26030

T.N

[redacted] [redacted] [redacted]

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1106
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.
WYW-133085

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

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 34 North, Range 110 West, 6th PM Section 1: NW/4SE/4 Containing 40.00 acres, M/L Sublette Co., WY	85%	35%	50%	NONE	Of Record

292822

RECORDED Sept. 16 2002 2:10 PM
IN BOOK 122 046 PAGE 715
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisty

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)

715

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as attorney-in-fact for Ultra Resources, Inc., this 15th day of July 2002.

Witness my hand and official seal.

Nicki M Smaldone
Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

My Commission Expires: 04-10-06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 30th day of August, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

For geothermal transfers, an overriding royalty may not he less than one-fourth (¼) of one percent of the value of output, nor greater than five percent of the value of [illegible] 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 July ,2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor Robin Benko
(Signature)
or
Attorney-in-fact Robin Benko , Attorney-in-Fact
(Signature)

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

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

Executed this 30th day of August ~~2001~~ 2002

LANCE OIL & GAS COMPANY, INC.

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

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

• U.S. GPO: 1990-573-016/26030

JM

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1107

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-133086

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

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 34 North, Range 110 West, 6th PM Section 4: Lot 4, W/2NE/4 of Lot 2 Containing 41.65 acres, M/L Sublette Co., WY	85%	35%	50%	NONE	Of Record

282823
RECORDED Sept. 16 2002 2:10 PM
IN BOOK 122 016 PAGE 717
FEES $ 11.00 Mary L. Hill 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 _____

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

717

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as Attorney-in-Fact for Ultra Resources, Inc., this 15th day of July 2002.

Witness my hand and official seal.

My Commission Expires: 04-10-06

Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 30th day of August, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

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 July ,2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor (Signature)

or

Attorney-in-fact Robin Benko , Attorney-in-Fact (Signature)

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

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

Executed this 30th day of August ~~2001~~ 2002

LANCE OIL & GAS COMPANY, INC.

Transferee (Signature)

or

Attorney-in-fact (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

• U.S. GPO: 1990-573-016/26030

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1113
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-135132

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

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 35 North, Range 110 West, 6th PM Section 7: Lots 1-3, E/2, E/2W/2 Section 8: W/2, W/2SE/4 Section 28: SW/4SE/4 Section 29: SW/4 Section 32: W/2SE/4, SE/4SE/4 Section 33: E/2SW/4 Containing 1449.78 acres, M/L Sublette Co., WY	85%	35%	50%	NONE	Of Record

292824

RECORDED Sept 16 2002 2:10 PM
IN BOOK 122 PAGE 719
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Kathy Scates

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)

719

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as Attorney-in-Fact for Ultra Resources, Inc., this 15th day of July 2002.

Witness my hand and official seal.

My Commission Expires: 04-10-06

Nicki M. Smaldone
Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 30th day of August, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

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 July ,2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor Robin Benko
(Signature)
or
Attorney-in-fact Robin Benko , Attorney-in-Fact
(Signature)

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

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

Executed this 30th day of August ~~2001~~ 2002

LANCE OIL & GAS COMPANY, INC.

Transferee
(Signature)
or
Attorney- i n-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: 1990-573-016/26030

JM

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1116
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.
WYW-136825

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

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 35 North, Range 110 West, 6th PM Section 7: Lot 4 Section 17: W/2E/2, W/2 Section 18: Lots 1-4, E/2, E/2W/2 Section 20: W/2E/2, NW, N/2SW/4, NE/4SE/4 Containing 1549.3 acres, M/L Sublette Co., WY 292825	85%	35%	50%	NONE	Of Record

RECORDED Sept. 16 2002 2:10pM
IN BOOK 122 Of 6 PAGE 721
FEES $ 11.00 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 _____

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

721

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as Attorney-in-Fact for Ultra Resources, Inc., this 15th day of July 2002.

Witness my hand and official seal.

My Commission Expires: 04-10-06

Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 30th day of August, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

due to the United States when the [illegible] 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 July ,2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor (Signature)

or

Attorney-in-fact Robin Benko , Attorney-in-Fact
(Signature)

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

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

Executed this 30th day of August ~~2001~~ 2002

LANCE OIL & GAS COMPANY, INC.

Transferee

or

Attorney-in-fact (Signature)
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

• U.S. GPO: 1990-573-016/26030

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

THIS ASSIGNMENT is from Ultra Resources, Inc. (hereinafter referred to as "Assignor"), whose address is 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5258 to Lance Oil & Gas Company Inc. (hereinafter referred to as "Assignee"), whose address is 12200 N. Pecos, Denver, Colorado 80234.

FOR THE CONSIDERATION OF TEN DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor, Assignor hereby sells, grants, bargains, assigns, transfers and conveys to Assignee an additional thirty five percent (35%) of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto (the "Leases").

All of the provisions of the Assignment shall be available to and binding upon the parties hereto, their respective successors and assigns.

EXECUTED this 6th day of ~~July~~ SEPTEMBER 2002, but effective for all purposes as of March 15, 2002.

Assignor
ULTRA RESOURCES, INC.

By: _____
Robin Benko, Attorney-in-Fact

Assignee
LANCE OIL & GAS COMPANY, INC.

By: _____
Mark R. Petry, Attorney-In-Fact

292984

RECORDED Sept 23 2002 3:00 PM
IN BOOK 122 O+G PAGE 723
FEES $ 21.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorensen

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this day 15TH of July 2002 by Robin Benko, Attorney-in-Fact of Ultra Resources Corporation on behalf of said corporation.

Witness my hand and seal this 15TH day of July , 2002

_____
Notary Public

SEAL

EXP 4-10-06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 6th day of Sept, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

CAROLE J. PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Jun. 13, 2006

_____
Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

724

EXHIBIT 'A'

ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF OIL AND GAS LEASE EFFECTIVE MARCH 15, 2002.

LEASE #	LESSOR	LESSEE	LEGAL DESCRIPTION	LEASE DATE	RECORDED
WY1002C 32230001	John S. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 20: E/2NE, SESE Section 21: W/2, W/2NE, SE Section 27: NWNW, S/2NW, NENE, SWNE, W/2SE, E/2SW Section 28: N/2, SW Section 29: E/2 Section 32: NE, E/2NW Section 33: NW Section 34: NW, W/2NE, SENE	06/02/97	Bk 105, Pg 482
WY1002D 32230002	Sandra E. Wohrman	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 20: E/2NE, SESE Section 21: W/2, W/2NE, SE Section 27: NWNW, S/2NW, NENE, SWNE, W/2SE, E/2SW Section 28: N/2, SW Section 29: E/2 Section 32: NE, E/2NW Section 33: NW Section 34: NW, W/2NE, SENE	06/02/97	Bk 105 Pg 461
WY1002E 32230003	Thomas Daniel O'Neil III	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 20: E/2NE, SESE Section 21: W/2, W/2NE, SE Section 27: NWNW, S/2NW, NENE, SWNE, W/2SE, E/2SW Section 28: N/2, SW Section 29: E/2 Section 32: NE, E/2NW Section 33: NW Section 34: NW, W/2NE, SENE	06/02/97	Bk 105 Pg 474

LEASE #	LESSOR	LESSEE	LEGAL DESCRIPTION	LEASE DATE	RECORDED
WY1002F 32230004	William J. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 20: E/2NE, SESE Section 21: W/2, W/2NE, SE Section 27: NWNW, S/2NW, NENE, SWNE, W/2SE, E/2SW Section 28: N/2, SW Section 29: E/2 Section 32: NE, E/2NW Section 33: NW Section 34: NW, W/2NE, SENE	06/02/97	Bk 105 Pg 464
WY1002G 32230005	J. R. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 20: E/2NE, SESE Section 21: W/2, W/2NE, SE Section 27: NWNW, S/2NW, NENE, SWNE, W/2SE, E/2SW Section 28: N/2, SW Section 29: E/2 Section 32: NE, E/2NW Section 33: NW Section 34: NW, W/2NE, SENE	06/02/97	Bk 105 Pg 458
WY1002I 32230008	John S. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 21: E2NE Section 22: S/2NW, NENW, S/2 Section 26: S/2NW, SW Section 27: E/2SE, SENE, NWNE, NENW Section 34: NENE Section 35: N/2NW	06/02/97	Bk 105 Pg 479
WY1002K 32230010	William L. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 21: E2NE Section 22: S/2NW, NENW, S/2 Section 26: S/2NW, SW Section 27: E/2SE, SENE, NWNE, NENW Section 34: NENE Section 35: N/2NW	06/02/97	Bk 105 Pg 477

LEASE #	LESSOR	LESSEE	LEGAL DESCRIPTION	LEASE DATE	RECORDED
WY1002L 32230011	J. R. Kvenild	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 21: E2NE Section 22: S/2NW, NENW, S/2 Section 26: S/2NW, SW Section 27: E/2SE, SENE, NWNE, NENW Section 34: NENE Section 35: N/2NW	06/02/97	Bk 105 Pg 467
WY1002M 32230012	Sandra E. Wohrman	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 21: E2NE Section 22: S/2NW, NENW, S/2 Section 26: S/2NW, SW Section 27: E/2SE, SENE, NWNE, NENW Section 34: NENE Section 35: N/2NW	06/02/97	Bk 105 Pg 469
WY1002J 32230009	Thomas Daniel O'Neil III	High Plains Associates, Inc.	Township 35 North, Range 110 West 6th P.M. Section 21: E2NE Section 22: S/2NW, NENW, S/2 Section 26: S/2NW, SW Section 27: E/2SE, SENE, NWNE, NENW Section 34: NENE Section 35: N/2NW	06/02/97	Bk 105 Pg 471
WY1058 34308000	Janice K. Kanski Living Tr.	High Plains Associates, Inc.	Township 34 North, Range 110 West 6th P.M. Section 15: W/2SESW, W/2E/2SESW Section 22: W/2NENW,W/2E/2NENW	03/27/97	Bk 105 Pg 494
WY1059 34309000	Janice J. Kanski and Steve Kanski	High Plains Associates, Inc.	Township 34 North, Range 110 West 6th P.M. Section 15: NENW	03/27/97	Bk 105 Pg 496
WY1326A 34570001	Richard L. Thomson and Mary T. Thomson	High Plains Associates, Inc.	Township 34 North, Range 110 West 6th P.M. Section 10: E/2	01/24/98	Bk 107 Pg 421

WHEN RECORDED RETURN TO:

J. OSMOND
400 S. STEELE ST., #55
DENVER, CO 80209-3500

293019

RECORDED Sept. 25 2023 3:05 PM
IN BOOK 122 O&G PAGE 727
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNMENT OF ROYALTY INTEREST

John Wade Roop, 1700 Knollwood Drive, Gillette, Wyoming 82718 ASSIGNOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, does hereby convey, transfer, and assign and deliver unto the following in the identified proportions:

MAP2001-NET, an Oklahoma general partnership **87.5%**
C/o Mineral Acquisition Partners, Inc.
100 Park Avenue, Suite 1007
Oklahoma City, Oklahoma 73102
Tax ID #73-1618912

John C. Osmond **12.5%**
400 South Steele St., #55
Denver, Colorado 80209

Hereafter ASSIGNEES, a total of 0.25% of 8/8ths royalty interest in the following lease and lands in Sublette County, State of Wyoming, being more particularly described as follows:

"Vible Lease": Oil and Gas Lease dated September 16, 1994 and recorded September 20,1994 in Book 99 O&G, Page 83, from Elva Louise Vible to Leonard Hay.

Lands:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lot 4 [NW1/4NW1/4], SW1/4NW1/4
Section 6: Lots 1 and 2 [N1/2NE1/4], S1/2NE1/4, Lot 5 [SW1/4NW1/4], SE1/4NW1/4, Lots 6, 7, 12 and 13 [SW1/4]
Section 7: Lots 1 [NE1/4NW1/4] and 2 [NW1/4NW1/4], NW1/4NE1/4

Township 32 North, Range 108 West, 6th P.M.
Section 32: S1/2SW1/4

Township 31 North, Range 109 West, 6th P.M.
Section 1: S1/2NE1/4, Lot 5 [SE1/4SE1/4], NE1/4SE1/4, W1/2SE1/4, E1/2 SW1/4, SW1/4SW1/4
Section 11: E1/2NE1/4
Section 12: Lots 1and 2 [N1/2NE1/4] and 3 [NE1/4NW1/4], NW1/4NW1/4, Lot 4 [SW1/4NW1/4]

It is the ASSIGNOR'S intent and he does hereby assign said royalty interest in all lands covered by the Vible Lease including those lands which are appurtenant to Lots 12 and 13 of Section 6, Lots 1 and 2 of Section 7, T31N, R108W, 6th P.M., Lot 5 of Section 1, Lot 1, 2, 3, and 4 of Section 12, T31N, R109W, 6th P.M. if said appurtenant lands are deemed to be not sufficiently described by utilization of the applicable lot designations.

The oil, gas and other hydrocarbons attributable to the royalty interest conveyed herein shall be delivered free of cost to the ASSIGNEES in the pipelines serving the above-described lease or the tanks erected thereupon for the purpose of storing such products.

This royalty interest shall be applicable to all extensions and renewals of the above-described lease.

ASSIGNOR warrants and agrees to defend title, and to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

Dated this 10 day of September, 2002, but effective as of September 1, 2002.

John Wade Roop

John W. Roop

STATE of Wyoming)
)ss.
COUNTY of Campbell)

The foregoing Assignment of Royalty Interests was acknowledged before me this 10th day of September, 2002, by John Wade Roop.

Peggy L Dihle
NOTARY PUBLIC
Residing at: Gillette WY

My Commission Expires

PEGGY L. DIHLE - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires April 8, 2004

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WY-1365
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-149137

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

Lance Oil & Gas Company Inc.
12200 N. Pecos Street
Denver, CO 80234

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

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

Interest conveyed: *(Check one or both, as appropriate)* XX Operating Rights ☐ 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 109 West, 6th PM Sec 24: N2 Containing 320.00 acres, M/L Sublette Co., WY	100%	15%	85%	NONE	Of Record

293020

RECORDED Sept 25 2002 3:05 PM
IN BOOK 122 O&G PAGE 729
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

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) 422600000 (Title) (Date)

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Robin Benko, as Attorney-in-Fact for Ultra Resources, Inc., this 30th day of August 2002.

Witness my hand and official seal.

My Commission Expires: 04-10-06

Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Mark R. Petry, Attorney-in-Fact of Lance Oil & Gas Company, Inc. this 17th day of September, 2002.

Witness my hand and official seal.

My Commission Expires: June 13, 2006

Carole J. Price, Notary Public
12200 N. Pecos Street
Denver, CO 80234

CAROLE J. PRICE NOTARY PUBLIC STATE OF COLORADO
My Commission Expires June 13, 2006

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

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

Executed this 30th day of August, 2002

Name of Transferor: ULTRA RESOURCES, INC.

Transferor _____ (Signature)

or

Attorney-in-fact Robin Benko , Attorney-in-Fact (Signature)

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

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

Executed this 17th day of September, 2002

LANCE OIL & GAS COMPANY, INC.

Transferee _____

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: 1990-573-016/26030

TM

[redacted] [redacted] [redacted]

orm 3000-3
October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

0075626-000
N. Almy Trend Prspt.
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.
WYW-138177

Lease Effective Date
(Anniversary Date)
2/1/96

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* EOG Resources, Inc.
Street 600 17th Street, Suite 1100N
City, State, ZIP Code Denver, CO 80202

f 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 ttached sheet of paper.

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements ther than this form; such documents or agreements shall only be referenced erein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	D	E	F
ownship 33 North, Range 113 West, 6th P.M. ection 04: Lots 3(38.47), 4(38.29), S2NW4, S2 ection 06: Lots 1(38.19), 2(38.72), 3(39.25), 4(35.96), 5(36.81), S2NE, SENW ection 07: Lots 2(38.44), 3(38.50), 4(38.55), SE4SW4, S2SE4 ownship 34 North, Range 113 West, 6th P.M. ection 33: N2N2, SE4NE4, E2SE4 ontaining 1,301.18 acres, more or less ublette County, Wyoming	100.00%	100.00%	-0-	-0-	-0-

293054

RECORDED Sept. 30 2022 9:30 AM
IN BOOK 122 016 PAGE 731
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Sees

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

] Assignment approved for above described lands;
ssignment approved effective _____

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

y _____ _____
(Authorized Officer) (Title) (Date)

[redacted]

731

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of September, A.D. 2002, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of September, A.D. 2002.

NANCY A. SHORE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 06, 2005

Nancy A. Shore
Notary Public

My Commission Expires:_____ Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal leases; (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 September, 2002
But effective January 1, 2002.

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor Marc Randal Strahn
President

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003-3020
(City) (State) (Zip Code)

Executed this 23rd day of September, 2002

EOG Resources, Inc.

Assignee J. Michael Schween
Attorney-in-Fact Agent and Attorney-in-Fact

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503

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

*U.S. GPO: 1992-774-017 / 6702

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

On this 23rd day of September, 2002, before me, J. C. Montoya, 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.

J. C. Montoya
Notary Public
600 17th St., Suite 1100
Denver, CO 80204



My Commission Expires: 12/21/05

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

0075628-000

N. Almy Trend Prspt.

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.
WYW-138179

Lease Effective Date
(Anniversary Date)
2/1/96

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EOG Resources, Inc.
   Street 600 17th Street, Suite 1100N
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	D	E	F
Township 34 North, Range 113 West, 6th P.M. Section 33: SW4NE4, S2NW4, NW4SE4 Containing 160.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	-0-	-0-

293055

RECORDED Sept. 30 2002 9:30 AM
IN BOOK 122 O+G PAGE 734
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of September, A.D. 2002, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of September, A.D. 2002.

NANCY A. SHORE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 06, 2005

Nancy A. Shore
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal leases; (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 September, 2002
But effective January 1, 2002.

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor Marc Randal Strahn
President No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003-3020
(City) (State) (Zip Code)

Executed this 23rd day of September, 2002

EOG Resources, Inc.

Assignee J. Michael Schween
Attorney-in-Fact Agent and Attorney-in-Fact

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034). Washington, D.C. 20503

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

*U.S. GPO: 1992-774-017 / 67022

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

On this 23rd day of September, 2002, before me, J. C. Montoya, 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.

J. C. Montoya
Notary Public
600 17th St., Suite 1100
Denver, CO 80204

J.C. MONTOYA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 12/21/05

0075627-000

N. Almy Trend Prspt.

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-138178

Lease Effective Date
(Anniversary Date)
2/1/96

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

EOG Resources, Inc.
600 17th Street, Suite 1100N
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	D	E	F
Township 34 North, Range 113 West, 6th P.M. Section 17: E2, N2NW4, SE4NW4, S2SW Section 18: NW4SE4 Containing 560.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	-0-	-0-

293056

RECORDED Sept. 30 20 02 9:30 AM
IN BOOK 122 Pt6 PAGE 737
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 20th day of September, A.D. 2002, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of September, A.D. 2002.

NANCY A. SHORE · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 05, 2005

Nancy A. Shore
Notary Public

My Commission Expires:_____ Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal leases; (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 September, 2002
But effective January 1, 2002.

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor
Marc Randal Strahn
President
No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne WY 82003-3020
(City) (State) (Zip Code)

Executed this 23rd day of September, 2002

EOG Resources, Inc

Assignee
Attorney-in-Fact
J. Michael Schween
Agent and Attorney-in-Fact

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

*U.S. GPO: 1992-774-017 / 67022

[redacted] [redacted] [redacted]

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

On this 23rd day of September, 2002, before me, J. C. Montoya, 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.

J. C. Montoya
Notary Public
600 17th St., Suite 1100
Denver, CO 80204

J.C. MONTOYA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 12/21/05

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT Neil A. McMurry, aka Mick McMurry with an address of 5410 E. 22nd Street, Casper, Wyoming 82609 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, 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), and any segregations, extensions or renewals thereto, described in Exhibit "A" attached hereto and made a part hereof, unto NERD Royalties LLC, a Wyoming flexible limited liability company, with an address of 5410 E. 22nd Street, Casper, Wyoming 82605 (hereinafter referred to as "Assignee").

To have and to hold the overriding royalty interests herein conveyed unto Assignee, its heirs, successors, and assigns, forever, subject to the terms and conditions of the oil and gas leases described in Exhibit "A", and all matters of record in Sublette County, Wyoming. Duplicate original copies of this Assignment may be executed for purposes of recording in the real property records of Sublette County, Wyoming, and filing with the Wyoming Office of 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 assignment is executed this 24th day of September, 2002, to be effective as between the parties as of April 1, 2002.

Neil A. McMurry, aka Mick McMurry

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

The foregoing instrument was acknowledged before me this 24th day of September 2002, by Neil A. McMurry, aka Mick McMurry.

My commission expires: April 18, 2005

Witness my hand and official seal.

Warren Ella Mayo
Notary Public

WARREN E. MAYO
NOTARY PUBLIC
STATE OF COLORADO

293076

RECORDED Sept. 30 2002 4:10 PM
IN BOOK 122 OAG PAGE 731
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

J:\ROSAS\Nerd Royalties, LLC\Assignment Overriding Royalty-4Wells

[redacted] [redacted] [redacted]

Exhibit A

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective April 1, 2002, by and between Neil A. McMurry, aka Mick McMurry, as Assignor and NERD Royalties LLC, as Assignee.

Book-Page	Lessor	Lease Date	Exp. Date	Legal Description
12-251	USA WYW-026025	04/01/50	HBP	T31N R109W Sec 14: SW/4, S/2 NW/4 Sec 23: E/2 Sec 24: W/2 SW/4
12-246	USA WYW-026026	04/01/50	HBP	T31N R/109W Sec 11: Lot 1 Sec 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 and 10 of Section 12.
12-106	USA WYW-06270	06/01/51	Unit Agreement terminated 12/01/01	T31N R109W Sec 3: Lots 1,2,3,4, S/2 N/2, S/2
12-200	USA WYW-06934	07/01/51	Unit Agreement terminated 12/01/01	T31N R108W Sec 29: W/2 Sec 31: E/2 T30N R108W Sec 6: Lots 1,2, S/2 NE/4
12-144	USA WYW-015314	06/01/52	HBP	T30N R108W Sec 9: S/2 Sec 10: S/2 Sec 14: SW/4 Sec 15: All
12-179	USA WYW-015316	06/01/52	Unit Agreement terminated 12/01/01	T30N R108W Sec 4: Lots 3,4, S/2 NW/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
12-226	USA WYW-018039	10/01/52	HBP	T30N R108W Sec 14: NW/4 NW/4

733A

STATEMENT OF ASSIGNEES TO ACCOMPANY
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN UNITED STATES OF AMERICA
OIL AND GAS LEASE NOS. USA WYW-026025; USA WYW-026026; USA WYW-06270; USA WYW-06934; USA WYW–015314; USA WYW-015316; USA WYW-018039.

THE UNDERSIGNED 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; (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.

THE UNDERSIGNED ASSIGNEE 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 24th day of September, 2002.

293077
RECORDED Sept. 30 2002 4:10 PM
IN BOOK 122 OF G PAGE 733
FEES $ 8.00 M L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stea

Assignee's Address

NERD Royalties LLC

By: Neil A. McMurry
Neil A. McMurry, Manager
5410 E. 22nd Street
Casper, Wyoming 82609

STATE OF Colorado)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of September, 2002 by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company.

My Commission Expires April 18, 2005

Notary Public
Name: 1775 Sherman St. Suite 1401
Address Denver, CO 80203

J:\ROSAS\Nerd Royalties, LLC\Statement of Assignees-4Wells

[redacted] [redacted] [redacted]

D10-157:3
3

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAR 22 PM 12:15

RECEIVED
CHEYENNE, WYOMING

100 75265-000
N. ALMY TREND

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.
WYW129621
Lease Effective Date (Anniversary Date)
July 1, 1993
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, TX 77251-1181

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 10: S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, N1/2SE1/4 Section 15: NE1/4NE1/4, S1/2NE1/4, NW1/4NW1/4, SE1/4 Containing 600.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293131

RECORDED Oct. 3 2002 8:00 AM
IN BOOK 122 O+G PAGE 734
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

EOG LAND ADMIN
OCT 10 1994

[redacted]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective APR 01 1994

☐ Assignment approved for attached land description

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

By /s/ Doris M. Miller
(Authorized Officer)

(Title)

AUG 17 1994
(Date)

734A

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 22nd day of December, A.D. 19 93, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 22nd day of December A.D. 19 93.

PEGGY J. LOPEZ · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1995

My Commission Expires

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 22nd day of December, 19 93

Name of Assignor as shown on current lease Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Randal Strahn
or (Signature)
Attorney-in-fact NO ATTEST REQUIRED President
(Signature)

P.O. Box 1108
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 22nd day of December, 19 93

Assignee Enron Oil & Gas Company by:
or
Attorney-in-fact D. Weaver (Signature)
As Agent and Attorney-in-fact

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

0075273-000

D12-18-94

DH

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW130252

Lease Effective Date
(Anniversary Date)
September 1, 1993

New Serial No.

0075273-000
N. Alkali Trend

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, TX 77251-1188

*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 113 West, 6th P.M. Section 01: Lots 1(39.98), 2(39.94), 3(39.90), 4(39.86), S1/2N1/2, S1/2 Section 02: Lots 1(39.81), 2(39.76), 3(39.70), 4(39.65), S1/2N1/2, S1/2 Section 03: NE1/4SE1/4 Section 11: N1/2N1/2, SE1/4NE1/4, S1/2SW1/4 Section 12: NW1/4 Section 14: All Section 23: N1/2N1/2 Containing 2,558.60 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

EOG LAND ADMIN
DEC 19 1994

293132

RECORDED Oct. 3 2000 8:00 AM
IN BOOK 122 O+G PAGE 736
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

[redacted]

00:5 NM 12

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☑ Assignment approved for above described lands;

Assignment approved effective OCT 21 1994

By Phyllis A Stone
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

OCT 27 1994
(Date)

736A

7374

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 6th day of May, A.D. 19 94, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

WITNESS my hand and official seal this 6th day of May A.D. 19 94.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1995

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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 May, 1994

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Randal Strahn
or (Signature) President
Attorney-in-fact NO ATTEST REQUIRED
(Signature)

P.O. Box 1108
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 6th day of May, 1994

Enron Oil & Gas Company by:

Assignee _____
(Signature)
or
Agent & Attorney-in-fact D. Weaver
(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

[redacted] [redacted] [redacted]

75447-000
Ruben
DS-545

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW133096

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 112 West, 6th P.M. Section 04: Lot 3(39.24) Section 15: SE1/4SW1/4 Section 22: NW1/4NE1/4, NW1/4 Section 27: SE1/4NW1/4 Section 28: N1/2NE1/4 Section 31: NE1/4NE1/4 Section 32: NE1/4SW1/4 Section 34: W1/2NW1/4 Containing 559.24 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293133

RECORDED Oct 3 2002 8:00AM
IN BOOK 122 0+6 PAGE 738
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective DEC 01 1996

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

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

MAR 03 1997
(Date)

738A

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 21st day of October, A.D. 19 96, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 21st day of October A.D. 19 96.

INGE KUIVA LOCKWOOD-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 1998

Inge Kuiva Lockwood
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

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 21st day of October, 19 96

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Randal Strahn (Signature) President
or
Attorney-in-fact No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 28th day of October, 19 96

Enron Oil & Gas Company by

Assignee _____
* Agent & (Signature)
Attorney-in-fact D. Weaver (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

[redacted] [redacted] [redacted]

75-452-000
Ruben
D3-543

Form 3000-3
(October 1992)
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 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

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 133108

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 01: Lots 1(39.97), 2(39.92), 3(39.86), 4(39.80), S1/2N1/2, S1/2 Section 02: Lots 1(39.76), 2(39.72), 3(39.68), S1/2NE1/4, E1/2SW1/4, SE1/4 Section 11: NE1/4, E1/2W1/2, N1/2SE1/4, SW1/4SE1/4 Section 12: All Section 13: SW1/4NW1/4, SW1/4 Section 14: NW/14NE1/4, S1/2NE1/4, NE1/4SE1/4 Containing 2,518.71 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293134
RECORDED Oct. 3 2002 8:00 AM
IN BOOK 182 OG PAGE 740
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Sto
FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective DEC 01 1996

☐ Assignment approved for attached land description

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

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

Chief, Leasable Minerals Section FEB 24 1997
(Title)

740

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.

EOG LAND ADM

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 10th day of February, A.D. 19 95, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of February A.D. 19 95.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1995

My commission expires: _____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of February, 19 95

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor: Marc Randal Strahn (Signature) President
or
Attorney-in-fact: No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 17th day of February, 19 95

Assignee: Enron Oil & Gas Company by
or Agent &
Attorney-in-fact: D. Weaver (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

[redacted] [redacted] [redacted]

75453-000
Ruben

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 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

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.
WYW133109

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 02: Lot 4(39.64), W1/2SW1/4 Section 03: S1/2 Section 10: All Section 11: W1/2W1/2 Section 15: N1/2NE1/4 Containing 1,319.64 acres, more or less 293135 Sublette County, Wyoming	100.00%	100.00%	None	None	None

RECORDED Oct. 3 20 02 8:00 AM
IN BOOK 122 PAGE 742
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective DEC 01 1996

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

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section (Title)
FEB 24 1997 (Date)

742

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.

LOG LAND ADM
BY:_____
MAR 10 1997

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 10th day of February, A.D. 19 95, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of February A.D. 19 95.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1995

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of February, 19 95

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
(Please type or print)

Assignor Marc Randal Strahn
(Signature) President

or

Attorney-in-fact No Attest Required
(Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 17th day of February, 19 95

Enron Oil &Gas Company by

Assignee _____

XX Agent &
Attorney-in-fact D. Weaver
(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

75454-000
Ruben

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Ruben D3-5456
75454-000

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.
WYW133110

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 25: N1/2NE1/4, SE1/4NE1/4 Containing 120.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293136

RECORDED Oct. 3 2022 8:00AM
IN BOOK 122 046 PAGE 744
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective DEC 01 1996

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

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section (Title) FEB 24 1997 (Date)

744

ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1 if needed, or for Land Description in Item No. 2, if

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 10th day of February, A.D. 19 95, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of February A.D. 19 95.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES

Notary Public

My Commission Expires: _____ Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of February, 19 95

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor: Marc Randal Strahn (Signature)
or
Attorney-in-fact: No Attest Required President (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 17th day of February, 19 95

Enron Oil & Gas Company by

Assignee
XX Agent & (Signature)
Attorney-in-fact: D. Weaver (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

[redacted] [redacted] [redacted]

75455-000
No Orig

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW133111

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 34 North, Range 113 West, 6th P.M. Section 05: S1/2SE1/4 Containing 80.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293137

RECORDED Oct. 3 2002 8:00 AM
IN BOOK 122 MG PAGE 746
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

746

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 10th day of February, A.D. 19 95, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 10th day of February A.D. 19 95.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR 19, 1996

Peggy J. Lopez
Notary Public

My Commission Expires

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 10th day of February, 19 95

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Randal Strahn (Signature)
President

or

Attorney-in-fact No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 17th day of February, 19 95

Enron Oil & Gas Company by

Assignee

XX Agent &
Attorney-in-fact D. Weaver (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: 1982-774-017/67022

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

95 FEB -3 AM 9:00

RECEIVED
CHEYENNE, WYOMING

75508-000
Mason Prospect

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-134460

Lease Effective Date
(Anniversary Date)
November 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 4363
   City, State, ZIP Code Houston, TX 77210-4362

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 west, 6th P.M. Section 30: S1/2NE1/4, SE1/4 Containing 240.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293138

RECORDED Oct. 3 2002 8:00AM
IN BOOK 122 O+G PAGE 748
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stice

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 MAR 01 1995

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

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

LAND LAW EXAMINER
(Title)

MAY 24 1995
(Date)

748

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 11th day of January, A.D. 19 95, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 11th day of January, A.D. 19 95.

INGE KUIVA LOCKWOOD-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 1998

Inge Kuiva Lockwood
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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 11th day of January, 19 95

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
(Please type or print)

Assignor: Marc Randal Strahn (Signature) President

or

Attorney-in-fact: No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 11th day of January, 19 95

Assignee: Enron Oil & Gas Company by:

D. Weaver
Agent &
Attorney-in-fact (Signature)

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (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: 1982-774-017/67022

DG-8254
RA

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

BUREAU OF LAND MANAGEMENT

95 MAR -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

75508-000
Mason Prospect

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-134460

Lease Effective Date
(Anniversary Date)
November 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Donald B. Anderson Ltd.
   Street 1200 17th Street, Suite 1150
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 31 North, Range 113 West Section 30: S/2NE/4, SE/4 Sublette County, Wyoming Containing 240.00 acres, more or less. **293139**	100%	50%	50%	-0-	-0-

RECORDED Oct. 3 2002 8:00AM
IN BOOK 122 Otg PAGE 750
FEES $ 11.00 Mail
SUBLETTE COUNTY PINEDALE WYOMING
COUNTY CLERK
By Cathy Smith

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNOR

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

☒ Assignment approved for above described lands;

Assignment approved effective FEB 01 1995

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

☐ Assignment approved for attached land description JUN 01 1995

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

LAND LAW EXAMINER
(Title)

JUN 04 1995
(Date)

750

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of February, 1995, by D. Weaver, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My commission Expires: 2-23-98

Erin Britt Pendery
Erin Britt-Pendery, Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of February, 19 95

Name of Assignor as shown on current lease Enron Oil & Gas Company
Please type or print

Assignor
or Agent &
Attorney-in-fact D. Weaver (Signature)
P.O. Box 4362
(Assignor's Address)
Houston, TX 77210-4362
(City) (State) (Zip Code)

Executed this 2ND day of March, 1995

Assignee Donald B. Anderson Ltd.
(Signature)
or Joseph C. Anderson, Partner
Attorney-in-fact
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/67022

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

D8-8740
0075603.000
Almy

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)

75603-000
N. Almy Trend Prospect

Lease Serial No.: WYW-137245

Lease Effective Date (Anniversary Date): September 1, 1995

New Serial No.:

RECORDED Oct. 3 2002 8:00 AM
IN BOOK 122 016 PAGE 752
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Enron Oil & Gas Company
   City, State, ZIP Code: 1625 Broadway, Suite 1300, Denver, CO 80202

293140

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 112 West, 6th P.M. Section 19: Lots 1(21.35), 2(21.30), 3(21.24), 4(21.19) Section 30: Lots 1(21.10), 2(20.96), 3(20.84) 4(20.70) Seciton 31: Lots 1(20.61), 2(20.57), 3(20.52) 4(20.46) Township 32 North, Range 113 West, 6th P.M. Section 11: Lots 4(48.17), 5(26.17), 6(26.52), 7(36.55), SE1/4SW1/4, S1/2SE1/4 Section 12: Lots 5(34.76), 6(35.51), S1/2S1/2 Section 13: All Section 14: All Section 23: S1/2 Containing 2,338.52 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

EOG LAND ADM
BY
AUG 22 1997
FILE # 75603-000
TRACT
OSE

97 APR 18 AM 3:00
RECEIVED
BUREAU OF LAND MANAGEMENT

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAY 01 1997

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

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

Chief, Leasable Minerals Section
(Title)

JUL 30 1997
(Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 25th day of August, A.D. 1995, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 25th day of August, A.D. 1995.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J. Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

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 25 day of August, 19 95

Name of Assignor as shown on current lease Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Strahn
or (Signature)
Attorney-in-fact No Attest Required
(Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, Wyoming 82003
(City) (State) (Zip Code)

President

Executed this 14th day of April, 1997

Enron Oil & Gas Company by:

Assignee _____
or (Signature)
Attorney-in-fact D. Weaver
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, (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 p[illegible] knowingly and willfully to make to any Department or [illegible]cy of the United States any false, fictitious or fraudulent statements or representations as to any matter with[illegible] jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1994—573-004/01053

D8-1974
DH

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

75604-000
N. Almy Trend Prospect

Lease Serial No.
WYW-137249

Lease Effective Date
(Anniversary Date)
September 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street 1625 Broadway, Suite 1300
   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
Township 34 North, Range 113 West, 6th P.M. Section 14: W1/2SW1/4, SE1/4SW1/4 Section 23: W1/2, SE1/4SE1/4 Section 24: SE1/4NE1/4, NE1/4SW1/4, S1/2SW1/4, SE1/4 Containing 800.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293141

RECORDED Oct. 3 2002 8:00AM
IN BOOK 122 046 PAGE 754
FEES $11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EOG LAND ADM
BY:
AUG 13 1997
FILE # 75604-000
TAB:

RECEIVED
BUREAU OF LAND MANAGEMENT
97 APR 18 AM 9:00

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective MAY 01 1997

/s/ PAMELA J. LEWIS

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

Chief, Leasable Minerals Section JUL 29 1997

754

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 25th day of August, A.D. 1995, before me personally appeared MARC RANDAL STRAHN, President of Hanson & Strahn Energy Land Services, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn Energy Land Services, Inc. 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 President acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 25th day of August, A.D. 1995.

PEGGY J. LOPEZ · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

Peggy J Lopez
Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

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 25 day of August, 19 95

Name of Assignor as shown on current lease Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor Marc Randal Strahn (Signature) President
or
Attorney-in-fact No Attest Required (Signature)

P.O. Box 3020 (Assignor's Address)

Cheyenne, Wyoming 82003 (City) (State) (Zip Code)

Executed this 14th day of April, 1997

Assignee Enron Oil & Gas Company by: D. Weaver (Signature)
or
Attorney-in-fact 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, (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.

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS, we the undersigned, as lessor, did under date of January 10, 1998, make and execute unto Hanson & Strahn, Inc., as lessee, that certain oil and gas lease, covering certain lands owned by us, and described in said lease as follows, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 30: S1/2SE1/4
Section 31: Lots 2(39.75), 3(39.85), 4(39.85), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4
Containing 470.29 acres
Sublette County, Wyoming

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 11: Lots 2(15.61), 3(15.13), SE1/4NW1/4
Township 33 North, Range 113 West, 6th P.M.
Section 30: S1/2SE1/4
Section 31: Lots 2(39.75), 3(39.85), 4(39.95), N1/2NE1/4, SE1/4NW1/4, E1/2SW1/4
Containing 470.29 acres
Sublette County, Wyoming

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and 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.

WITNESS our hands and seal this 19 day of March, A.D. 1998.

x John J. Chrisman
John J. Chrisman

x Penny L. Chrisman
Penny L. Chrisman

293142

ACKNOWLEDGMENT

RECORDED Oct. 3 2002 8:00AM
IN BOOK 122 Nt6 PAGE 756
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Wyoming)
) SS
County of Sublette)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19 day of March, 1998, personally appeared John J. Chrisman and Penny L. Chrisman, individually and as 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 9-11-2001

WENDY J. LUCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-11-2001

x Wendy J. Luckow
Notary Public

Address: Big Piney, WY

[redacted] [redacted] 0075[redacted]-022