[redacted] [redacted] [redacted]

WHEN RECORDED RETURN TO:

_____

_____

_____

_____

ASSIGNMENT OF ROYALTY INTEREST

Joann Ring, 1413 Ricky Road, Shawnee, Oklahoma 74801, 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]

293158

RECORDED Oct. 3 2008 2:20 PM
IN BOOK 123 O&G PAGE 1
FEES $ 11.00 Mary L Hibbard COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

It is the ASSIGNOR'S intent and she 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 17th day of September, 2002, but effective as of September 1, 2002.

Joann Ring

Joann Ring

STATE of Oklahoma)
)ss.
COUNTY of Canadian)

The foregoing Assignment of Royalty Interests was acknowledged before me this 17th **day of** September, **2002, by Joann Ring.**

Thomas C. Williams

NOTARY PUBLIC #01008222
Residing at: Yukon, Oklahoma

My Commission Expires:
5-15-05

THOMAS C. WILLIAMS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA CANADIAN COUNTY

AAPL – FORM 610RS - 1989

EXHIBIT "G"

Attached to and made a part of that certain Operating Agreement dated November 3, 1999 by and between CamWest Exploration LLC, as Operator and NXT Energy USA Inc. as Non-Operator.

Oct. 3 02:20p
IN BOOK 123046 PAGE 3
FEES $ 18.00
COMPLETE CO... RECORDING
By Cathy Seaton

MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT 293159

THIS AGREEMENT, entered into by and between CamWest Exploration LLC, hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated November 3, 1999 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.

B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.

C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.

D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.

E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.

F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.

G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.

I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.

K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead),

contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party or parties stating the amount due as a result of the default, and all parties waive any from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.

E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.

G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.

H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.

4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.

5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.

6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.

7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

[redacted] [redacted] [redacted]

8. Other provisions.

Douglas E. Wein, Land Manager / CamWest Exploration LLC, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles **There Are No Changes**, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 3rd day of November, year: 1999.

ATTEST OR WITNESS:

_____

_____

OPERATOR

CamWest Exploration LLC

_____

By: John A. Dillon, President

Type or Print Name

Title: _____

Date: _____

Address: _____

ATTEST OR WITNESS:

_____

_____

NON-OPERATORS

NXT Energy USA Inc

_____

By: James R. Ehrets, Vice President of Exploration (U.S.)

Type or Print Name

Title: _____

Date: _____

Address: _____

ATTEST OR WITNESS:

_____

_____

_____

By: _____

Type or Print Name

Title: _____

Date: _____

Address: _____

ATTEST OR WITNESS:

_____

_____

_____

By: _____

Type or Print Name

Title: _____

Date: _____

Address: _____

ATTEST OR WITNESS:

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By: _____

Type or Print Name

Title: _____

Date: _____

Address: _____

ATTEST OR WITNESS:

_____

_____

_____

By: _____

Type or Print Name

Title: _____

Date: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Collin)

On this day before me personally appeared John A. Dillon known to me to be the President of CamWest Exploration LLC and that he executed the within instrument, and acknowledged to me that such corporation executed the same.

GIVEN under my hand and seal of office this 15th day of May, 2002.
Witness my hand and official seal.

My commission expires: 6-20-04

Linda G. Morgan
Notary Public

[SEAL]

LINDA G. MORGAN
Notary Public, State of Texas
My Commission Expires 06-20-04

COUNTRY OF CANADA)
) ss.
PROVINCE OF ALBERTA)

Before the undersigned, MICHAEL MYSAK , Commissioner for Oaths, duly commissioned and qualified, this day personally appeared at the place above named, James R. Ehrets, Vice President of Exploration (U.S.) of NXT Energy USA Inc. the corporation that executed the within instrument, who declared that he knew the contents of the foregoing instrument, and acknowledged the same to be his act.

WITNESS my hand and official seal this 23 day of MAY, 2002.

~~My commission expires:~~ _____

Commissioner for Oaths

MICHAEL D. MYSAK
Barrister and Solicitor

EXHIBIT "A"

Attached to and made a part of the Model Form Recording Supplement to Operating Agreement and Financing Statement by and between CamWest Exploration LLC and NXT Energy USA Inc. dated November 3, 1999.

A.A.P.L. FORM 610-1982

MODEL FORM OPERATING AGREEMENT

Poblano / Habanero / Antelope Tail / Jonah East Prospect Areas

OPERATING AGREEMENT

DATED

November 3 , **1999** ,
year

OPERATOR **CamWest Exploration L.L.C.**

CONTRACT AREA **Township 27 North, Range 106 West, All of Sections 2 through 9, Sec. 10: N½, Sec. 11: NW¼, Sec. 17: NW¼, Sec. 18: N½**

Township 27 North, Range 107 West, Sections 1 through 21, Sec. 22: N½, SW¼, Sec. 23: NW¼

Township 27 North, Range 108 West, Sec. 1: All, Sec. 2: All, All of Sections 11 through 14, All of Sections 23 through 26, Sec. 35: N½

Township 28 North, Range 106 West, All of Sections 1 through 36

Township 28 North, Range 107 West, All of Sections 1 through 36

Township 28 North, Range 108 West, Sec. 1: All, Sec. 2: All, All of Sections 11 through 14, All of Sections 23 through 26, Sec. 35: All, Sec. 36: All

Township 29 North, Range 105 West, Sec. 31: W½

Township 29 North, Range 106 West, Sec. 7: S½, Sec. 8: SW¼, Sec. 16: S½, NW¼, All of Sections 17 through 21, Sec. 22: S½, NW¼, Sec. 23: SW¼, Sec. 25: S½, All of Sections 26 through 36

Township 29 North, Range 107 West, Sec. 12: SE¼, Sec. 13: All, Sec. 14: All, Sec. 15: S½, NE¼, Sec. 16: SE¼, All of Sections 20 through 29, Sec. 31: S½, All of Sections 32 through 36

COUNTY ~~OR PARISH OF~~ **Sublette** STATE OF **Wyoming**

COPYRIGHT 1982 – ALL RIGHTS RESERVED
AMERICAN ASSOCIATION OF PETROLEUM LANDMEN, 4100 FOSSIL CREEK BLVD., FORT WORTH, TEXAS, 76137-2791, APPROVED FORM. A.A.P.L. NO. 610 – 1982 REVISED

8

73028

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Continental Oil Company, a Delaware corporation, does hereby give, grant, assign, transfer and convey unto El Paso Natural Gas Company, a Delaware corporation, and its personal representatives, successors and assigns, to have and to hold forever all of assignors interest in the following described oil and gas lease in so far only as the following specifically described lands are covered thereby:

That certain oil and gas lease dated June 1, 1952 with the United States as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number Wyoming 015314 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

Township 30 North, Range 108 West, 6th P.M.

Section 8: S½
Section 9: S½
Section 10: S½, NE¼
Section 14: SW¼
Section 15: All
Section 17: N½
Section 22: NE¼
Section 23: NW¼

Pinedale UNIT.
WI-1631
APPROVED 7-26-64

containing 2,560.00 acres, more or less

This assignment is made and accepted without covenants of warranty whatsoever.

293160

EXECUTED this 7th day of August, 1964.

CONTINENTAL OIL COMPANY

By R. L. Manning
Attorney in Fact

Oct. 3 2002 2:20
IN BOOK 1230+6 PAGE 8
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING
ss
COUNTY OF NATRONA

On this 7th day of August, 1964, before me, the undersigned Notary Public, personally appeared R. L. Manning, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires April 26, 1965.

Witness my hand and official seal.

Notary Public

Assignment Approved Effective OCT 1 - 1964

David B. Morgan

LAND OFFICE COPY.

CERTIFIED a true and correct copy of the original record in the BUREAU OF LAND MANAGEMENT SEP 25 2002

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-153636

Lease Effective Date
(Anniversary Date)
September 1, 2002

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Coleman Oil & Gas, Inc.
PO Drawer 3337
Farmington, NM 87499

*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 02: Lots 1(39.71), 2(39.65), 3(39.59), 4(39.53), S1/2N1/2 Containing 318.48 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293310

RECORDED Oct 11 2002 11:45AM
IN BOOK 123 Otb PAGE 9
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of 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 2nd 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

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

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

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

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

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

Executed this 2nd day of September 20 02

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor or Attorney-in-fact Marc Randal Strahn, President
No Attest Required

P.O. Box 3020
(Assignor's Address)

Cheyenne WY 82003
(City) (State) (Zip Code)

Executed this 2nd day of September 20 02

Coleman Oil & Gas, 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, Bureau Clearance Officer, (DW-110), Denver Federal Center, Building 40, P. O. Box 25047, Denver, CO 80225-0047, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017 / 67022

Form 3000-3
October 1992)

0075383-000

Ruben 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-131419

Lease Effective Date
(Anniversary Date)
February 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 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 31 North, Range 113 West, 6th P.M. Section 25: NE4SE4 Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	-0-	-0-	-0-

293326

RECORDED Oct 11 2002 2:10PM
IN BOOK 123 Oth PAGE 11
FEES $ 14.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This 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)

11

rt 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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 26th 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 26th 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

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

Assignee certifies as follows:(a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable 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.

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

or 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 ate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 26th day of September, 2002 But effective January 1, 2002.	Executed this 27th day of September, 2002
Name of Assignor as shown on current lease Hanson & Strahn, Inc.	EOG Resources, Inc.
Assignor Marc Randal Strahn President	Assignee Attorney-in-Fact J. Michael Schween Agent and Attorney-in-Fact
P.O. Box 3020 (Assignor's Address)	
Cheyenne WY 82003-3020 (City) (State) (Zip Code)	

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (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 26th 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

PRODUCERS 88-PAID UP
Rev. No. 1 (BAS)

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this **18th** day of **July, 2002**, by and between **John J. Chrisman and Penny Chrisman, husband and wife**, whose address is **PO Box 608, Big Piney, WY 83113**, ("Lessor", whether one or more) and **Williams Production RMT Company**, whose address is **1515 Arapahoe Street, Tower Three, Suite 1000, Denver, CO 80202**, (Lessee).

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in **Sublette County, Wyoming** described to wit:

293329

RECORDED Oct 11 2002 2:45 PM
IN BOOK 123 Oth PAGE 14
FEES $ 11.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3 (28.58), SENW, E2SW, S2SW
Section 11: N2NE
Section 12: N2NW

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE
Section 35: S2SW

and containing **628.58** acres, more or less (the "Premises").

1. It is agreed that this Lease shall remain in full force for a term of **3 (Three)** years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or reworking operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be 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 a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, 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 Premises 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:
   (a) On oil, to deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect wells on the Premises, the equal one-sixth (1/6th) part of all oil produced and saved from the Premises.
   (b) On gas of whatsoever nature or kind, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well. Lessee however shall not deduct the costs of treatment, compression, sales and marketing before the calculation and payment of such royalty.
   (c) On other product produced from the Premises Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well.

4. Where Gas from a well capable of producing Gas is not sold or used after the expiration of the Primary Term or any extensions thereof, Lessee shall pay or tender as royalty to Lessor, at the address set forth above, One Dollar ($1.00) per year per net mineral acre, 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 and thereafter on or before the anniversary date of this Lease during the period such well is shut in.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operations thereon, except water from the wells of Lessor.

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

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

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

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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. Units pooled for oil hereunder shall not substantially exceed 160 acres in area and units pooled for gas hereunder shall not substantially exceed 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should government authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from an well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations. 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 in 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 royalties on production from such unit 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 Premises 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 Premises 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 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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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 J. Chrisman

John J. Chrisman

Tax ID #: _____

Penny Chrisman

Penny Chrisman

ACKNOWLEDGMENTS FOR USE IN ARIZONA, TEXAS, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, MISSOURI

STATE OF Wyoming)
) SS. (INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 12th day of September, 2002, by John J + Penny Chrisman

My Commission Expires: 9-16-2005

Barbara A Wells
Notary Public

BARBARA A. WELLS - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-2005

PRODUCERS 88-PAID UP
Rev. No. 1 (BAS)

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this **18th** day of **July, 2002**, by and between **Stella Shaver, surviving Trustee of the Shaver Family 1990 Trust**, whose address is **1332 Via Del Oro, Fallbrook, CA 92028**, ("Lessor", whether one or more) and **Williams Production RMT Company**, whose address is **1515 Arapahoe Street, Tower Three, Suite 1000, Denver, CO 80202**, (Lessee).

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in **Sublette County, Wyoming** described to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3 (28.58), SENW, E2SW, S2SW
Section 11: N2NE
Section 12: N2NW

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE
Section 35: S2SW

293330

RECORDED Oct 11 2002 2:45PM
IN BOOK 123 Oth PAGE 116
FEES $ 11.00 Mary L Lehl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

and containing **628.58** acres, more or less (the "Premises").

1. It is agreed that this Lease shall remain in full force for a term of **3 (Three)** years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or reworking operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be 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 a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, 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 Premises 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:
   (a) On oil, to deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect wells on the Premises, the equal one-sixth (1/6th) part of all oil produced and saved from the Premises.
   (b) On gas of whatsoever nature or kind, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well. Lessee however shall not deduct the costs of treatment, compression, sales and marketing before the calculation and payment of such royalty.
   (c) On other product produced from the Premises Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well.

4. Where Gas from a well capable of producing Gas is not sold or used after the expiration of the Primary Term or any extensions thereof, Lessee shall pay or tender as royalty to Lessor, at the address set forth above, One Dollar ($1.00) per year per net mineral acre, 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 and thereafter on or before the anniversary date of this Lease during the period such well is shut in.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operations thereon, except water from the wells of Lessor.

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

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

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

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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. Units pooled for oil hereunder shall not substantially exceed 160 acres in area and units pooled for gas hereunder shall not substantially exceed 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should government authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from an well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations. 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 in 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 royalties on production from such unit 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 Premises 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 Premises 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 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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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.

Stella N. Shaver

Stella Shaver

Tax ID #: 558-80-0417

ACKNOWLEDGMENTS FOR USE IN ARIZONA, TEXAS, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, MISSOURI

STATE OF California)
) SS. (INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by Stella Shaver

My Commission Expires: 9/27/02

Lois Taylor Scott
Notary Public

ESI1 LOIS TAYLOR SCOTT
COMM. #1197042
Notary Public-California
SAN DIEGO COUNTY
My Comm. Exp. Sept. 27, 2002 ESI1

PRODUCERS 88-PAID UP
Rev. No. 1 (BAS)

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this **18th** day of **July, 2002**, by and between **Penny D. Chrisman, a single woman**, whose address is **532 West 2350 South, Perry, UT 84302**, ("Lessor", whether one or more) and **Williams Production RMT Company**, whose address is **1515 Arapahoe Street, Tower Three, Suite 1000, Denver, CO 80202**, (Lessee).

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in **Sublette** County, **Wyoming** described to wit:

293331

RECORDED Oct 11 2002 2:45PM
IN BOOK 123 Oth 6 PAGE 18
FEES $ 11.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3 (28.58), SENW, E2SW, S2SW
Section 11: N2NE
Section 12: N2NW

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE
Section 35: S2SW

and containing **628.58** acres, more or less (the "Premises").

1. It is agreed that this Lease shall remain in full force for a term of **3 (Three)** years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or reworking operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be 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 a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, 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 Premises 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:
   (a) On oil, to deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect wells on the Premises, the equal one-sixth (1/6th) part of all oil produced and saved from the Premises.
   (b) On gas of whatsoever nature or kind, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well. Lessee however shall not deduct the costs of treatment, compression, sales and marketing before the calculation and payment of such royalty.
   (c) On other product produced from the Premises Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well.

4. Where Gas from a well capable of producing Gas is not sold or used after the expiration of the Primary Term or any extensions thereof, Lessee shall pay or tender as royalty to Lessor, at the address set forth above, One Dollar ($1.00) per year per net mineral acre, 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 and thereafter on or before the anniversary date of this Lease during the period such well is shut in.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operations thereon, except water from the wells of Lessor.

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

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

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

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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. Units pooled for oil hereunder shall not substantially exceed 160 acres in area and units pooled for gas hereunder shall not substantially exceed 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should government authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from an well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations. 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 in 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 royalties on production from such unit 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 Premises 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 Premises 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 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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.

Penny D. Chrisman

Penny D. Chrisman

Tax ID #: 520-44-8513

ACKNOWLEDGMENTS FOR USE IN ARIZONA, TEXAS, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, MISSOURI

STATE OF Utah)
) SS. (INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF Box Elder)

The foregoing instrument was acknowledged before me this 15th day of August, 2002, by Penny D Chrisman

My Commission Expires: Dec 08, 2003

Eva A Noles
Notary Public

EVA A NOLES
Notary Public
State of Utah
My Comm. Expires Dec 8, 2003
80 E 800 South Brigham, UT 84302

[redacted]

PRODUCERS 88-PAID UP
Rev. No. 1 (BAS)

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this **18th** day of **July**, 2002, by and between **Frank W. Sears, also known as William Frank Sears and Alice Sears, husband and wife**, whose address is **PO Box 33, Opal, WY 83124**, ("Lessor", whether one or more) and **Williams Production RMT Company**, whose address is **1515 Arapahoe Street, Tower Three, Suite 1000, Denver, CO 80202**, (Lessee).

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in **Sublette County, Wyoming** described to wit:

293332

RECORDED Oct 11 2002 2:45P M
IN BOOK 123 O+G PAGE 20
FEES $ 11.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3 (28.58), SENW, E2SW, S2SW
Section 11: N2NE
Section 12: N2NW

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE
Section 35: S2SW

and containing **628.58** acres, more or less (the "Premises").

1. It is agreed that this Lease shall remain in full force for a term of **3 (Three)** years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or reworking operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be 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 a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, 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 Premises 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:
   (a) On oil, to deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect wells on the Premises, the equal one-eighth (1/6th) part of all oil produced and saved from the Premises.
   (b) On gas of whatsoever nature or kind, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well. Lessee however shall not deduct the costs of treatment, compression, sales and marketing before the calculation and payment of such royalty.
   (c) On other product produced from the Premises Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well.

4. Where Gas from a well capable of producing gas is not sold or used after the expiration of the Primary Term or any extensions thereof, Lessee shall pay or tender as royalty to Lessor, at the address set forth above, One Dollar ($1.00) per year per net mineral acre, 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 and thereafter on or before the anniversary date of this Lease during the period such well is shut in.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operations thereon, except water from the wells of Lessor.

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

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

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

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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. Units pooled for oil hereunder shall not substantially exceed 160 acres in area and units pooled for gas hereunder shall not substantially exceed 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should government authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from an well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations. 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 in 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 royalties on production from such unit 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 Premises 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 Premises 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 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.

[redacted] [redacted] [redacted]

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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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.

Frank W. Sears

Tax ID #: 520-52-8232

Alice Sears

ACKNOWLEDGMENTS FOR USE IN ARIZONA, TEXAS, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, MISSOURI

STATE OF Wyoming)
) SS.
COUNTY OF Lincoln)

(INDIVIDUAL ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 30th day of August, 2002, by Frank W. and Alice Sears

My Commission Expires: 11-16-03

Stacy A. Werner
Notary Public

STACY A. WERNER
Notary Public State of Wyoming
County of Lincoln
My Commission Expires 11/16/2003

PRODUCERS 88-PAID UP
Rev. No. 1 (BAS)

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this **18th** day of **July, 2002**, by and between **Pamela Johnson and Lou W. Johnson, wife and husband**, whose address is **1267 East 5425 South, Ogden, UT 84403**, ("Lessor", whether one or more) and **Williams Production RMT Company**, whose address is **1515 Arapahoe Street, Tower Three, Suite 1000, Denver, CO 80202**, (Lessee).

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in **Sublette County, Wyoming** described to wit:

293333

RECORDED Oct 11 2002 2:45 PM
IN BOOK 123 O+G PAGE 22
FEES $ 11.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3 (28.58), SENW, E2SW, S2SW
Section 11: N2NE
Section 12: N2NW

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE
Section 35: S2SW

and containing **628.58** acres, more or less (the "Premises").

1. It is agreed that this Lease shall remain in full force for a term of **3 (Three)** years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or reworking operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be 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 a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herein, 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 Premises 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 as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:
   (a) On oil, to deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect wells on the Premises, the equal one-sixth (1/6th) part of all oil produced and saved from the Premises.
   (b) On gas of whatsoever nature or kind, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well. Lessee however shall not deduct the costs of treatment, compression, sales and marketing before the calculation and payment of such royalty.
   (c) On other product produced from the Premises Lessee shall pay, as royalty, one-sixth (1/6th) of the net proceeds realized by Lessee from the sale at the well.

4. Where Gas from a well capable of producing Gas is not sold or used after the expiration of the Primary Term or any extensions thereof, Lessee shall pay or tender as royalty to Lessor, at the address set forth above, One Dollar ($1.00) per year per net mineral acre, 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 and thereafter on or before the anniversary date of this Lease during the period such well is shut in.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operations thereon, except water from the wells of Lessor.

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

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

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

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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. Units pooled for oil hereunder shall not substantially exceed 160 acres in area and units pooled for gas hereunder shall not substantially exceed 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should government authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from an well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations. 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 in 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 royalties on production from such unit 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 Premises 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 Premises 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 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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.

Pamela Johnson

Pamela Johnson

Tax ID #: 520-48-1886

Lou W Johnson

Lou W. Johnson

ACKNOWLEDGMENTS FOR USE IN ARIZONA, TEXAS, NEBRASKA, KANSAS, COLO., WYOMING, N. DAKOTA, MISSOURI

STATE OF UTAH)
) SS. (INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 7th day of AUGUST, 2002, by PAMELA JOHNSON LOU W. JOHNSON sep

My Commission Expires: 7/14/2004

Notary Public

NOTARY PUBLIC
CONNIE L. PREECE
1344 West 4675 South
Ogden, Utah 84405
My Commission Expires
July 14, 2004
STATE OF UTAH

24

Form 0-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DI 67584

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 NOV 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
WYW133245

Lease Effective Date
(Anniversary Date)
July 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Contex Energy Company**
   Street **1645 Court Place, Suite 212**
   City, State, ZIP Code **Denver, CO 80202**

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

This record title assignment is for: *(Check one)* ☒ 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
State of Wyoming, Sublette County T 33 N, R 114 W, 6th PM, WY Sec. 1 Lots 1-4, S2NE,SENW,N2SW,SWSW,NWSE Sec. 11, All Sec. 23, All Containing 1720.60 acres. Subject to attached reassignment rider.	100	100	0	5.00% of 8/8	0

293345
RECORDED Oct. 14 2002 11:40AM
IN BOOK 1230+6 PAGE 94
FEES $ 14.00 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 1 2000

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)

JAN 10 2001
(Date)

Assignment 76324-000

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 27th day of October, 20 00

Name of Assignor as shown on current lease Gregor Klurfeld
Please type or print

Assignor or Attorney-in-fact _____
(Signature)

111 East 85 Street, Apt. 11-D
(Assignor's Address)

New York, NY 10028
(City) (State) (Zip Code)

Executed this 7th day of November, 20 00

Contex Energy Company

Assignee or Attorney-in-fact _____
(Signature) Gary Butler, President

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-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.

REASSIGNMENT RIDER
OF LEASE SERIAL NO. WYW-133245

The assignment to which this reassignment rider is attached and made a part hereof is expressly subject to the following terms, conditions and limitations.

In the event that Assignee desires to terminate its interest in said lease, either in whole or in part, Assignee, at any time and from time to time, but not less than sixty (60) days prior to the accrual of any United States Government rental obligation that may be due under said lease, shall give Assignor written notice of the Assignee's intention to terminate its interest in said lease. Assignor shall, within thirty (30) days after receipt of said notice from Assignee, give written notice to Assignee of whether or not Assignor elects to have said lease reassigned to Assignor. In the event that Assignor fails to give any notice to Assignee, Assignee shall have the absolute right to surrender its interest in said lease to the United States Government. This assignment and reassignment rider shall be binding on all successors and assigns of the parties hereto.

In the event that Assignor gives timely written notice to Assignee of its election to have said lease reassigned to it, Assignee shall promptly reassign said lease to Assignor, unencumbered by Assignee.

Until further notice, all notices required to be given to Assignor shall be sent to Liberty Petroleum Corporation, ATT: Charles E. Brockner, Jr., 185 Candlewood Path, Dix Hills, NY 11746.

Further, it is agreed that the Assignee will establish, or cause to be established, a well capable of production in paying quantities on the lands covered by this lease, or on lands pooled therewith to form a spacing unit, on or before November 1, 2003 or Assignee will promptly reassign the lease to Assignor, in its entirety, unencumbered by Assignee. For purposes of this paragraph, a drillsite spacing unit is defined as the lands included in the drilling and production unit or participating area established for the well or attributed to the well for spacing purposes by the governmental agency having jurisdiction. If within 90 days of November 1, 2003, Assignee is engaged in drilling or reworking operations on the leased premises or on lands pooled or communitized therewith, as provided above, and production otherwise has not yet been established, then the offer to reassign as provided in this paragraph shall be suspended for so long as Assignee continues such drilling or reworking operations with no cessation of more than ninety (90) consecutive days between completion or abandonment of such drilling or reworking operations on one well and the commencement of drilling or reworking operations on the next well located on such lands.

The overriding royalty, as stated on the attached assignment, shall be paid at the same time as the royalty on the lease is paid and shall be calculated and paid to Assignor in the same manner as the Lease royalty is calculated and paid to the United States Department of the Interior. There shall be no deductions from the overriding royalty paid to Assignor that are not permitted by the United States Department of the Interior on the royalty paid to it.

Gregor Klurfeld

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK:

On the 27th day of October, 2000, before me personally appeared Gregor Klurfeld, to me personally known, who being by me duly sworn, did say that he signed the attached instrument and said Gregor Klurfeld acknowledged said instrument to be his free act and deed.

Witness my hand and seal this 27th day of October, 2000.

Notary Public

LINDA R. BLUMKIN
Notary Public, State of New York
No. 31-4688678
Qualified in New York County
Commission Expires 08/31/01

D6 12738

RECORDED Oct. 14 2002 11:40a M
IN BOOK 123 OR6 PAGE 27
FEES $ 11.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

293346

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

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

Page Lin [illegible]

27

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Bobby Joe Brewer, a married man dealing in his sole and separate property	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2	Sublette County	Wyoming	2-20-98	2-20-98	107/191 4-2-98

Db 1273

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 1230+6 PAGE 29
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

293347

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

My Commission Expires: _____

Notary Public

Address: Cheyenne, Wyoming

Hanson Strahn 0023 Fee

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Stella June Mays, a widow	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2	Sublette County	Wyoming	2-14-98	2-14-98	107/188 4-2-98

30

DO 12740

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 Of 6 PAGE 31
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

293348

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

My Commission Expires: _____

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

Attached 307578.DX

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
James Michael Huntley and Julie Jones Huntley, individually and as husband and wife	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: S1/2N1/2N1/2	Sublette County	Wyoming	2-18-98	2-18-98	107/200 4-2-98

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P 12748

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 PAGE 33
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

293349

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES MAR. 18, 1999

My Commission Expires: _____

Notary Public

Address: Cheyenne, Wyoming

Hanson 007564-001

33

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Patrick Johnson, a widower	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 2: SW1/4 11: NW1/4	Sublette County	Wyoming	2-27-98	2-27-98	107/602 5-4-98

34

Dp 12747

RECORDED Oct. 14 20 02 11:40 AM
IN BOOK 123 Of G PAGE 35
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

293350

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

PEGGY J. LOPEZ NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES MAR. 19, 1999

Notary Public

My Commission Expires: _____

Address: Cheyenne, Wyoming

Houston, TX 77004-3020

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Lester Wm. Anderson and Grace B. Anderson, individually and as co-TTEEs of The HorseCreek Trust,	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 2: SW1/4 11: NW1/4	Sublette County	Wyoming	2-27-98	2-27-98	107/503 4-17-98

30

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:	William J. Kvenild, a married man dealing in his sole and separate
Lessee:	Contex Energy Company
Dated:	July 1, 2002
Recorded:	Book 1220&G, Page 530
	In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM
	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
	containing 635.67 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 18th day of July, 2002.

293351

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 1230&G PAGE 37
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 18th day of July, 2002.

My Commission Expires January 24, 2005

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

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

Horse Creek
0075805-013

38

D# 12735

RECORDED Oct. 14 2002 11:40a.m
IN BOOK 123 046 PAGE 38
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

293352

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Hanson & Strahn, Inc., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Enron Oil & Gas Company, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED and effective this 9th day of June, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 9th day of June, A.D. 1998, 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 9th day of June, A.D. 1998.

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

Recorded 2003 M.C.

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Jean Rahm, aka Laura Jean Rahm and George Rahm, wife and husband	Hanson & Strahn, Inc.	Township 34 North, Range 113 West, 6th P.M. 9: N1/2N1/2	Sublette County	Wyoming	2-14-98	2-14-98	107/197 4-2-98

39

40

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Richard J. Robertson, a married man dealing in his sole and separate property

Of 23 West William Ave., Apopka, Florida, 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 29: E/2, SW/4
Section 32: N/2N/2

See Exhibit's "A" attached hereto and made a part hereof 293353

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 OAG PAGE 40
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 640.0 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, effective November 1, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized + not just sitting

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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~~ $10.00 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

Hoback Peak 757772.002

[redacted] [redacted] [redacted]

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.

Richard J. Robertson

Richard J. Robertson, a married man dealing in his sole and separate property

STATE of Florida

COUNTY of Orange

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30 day of August, 200 2,

Personally appeared Richard J. Robertson, a married man dealing in his sole and separate property

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:

JULIE WILSON
Notary Public - State of Florida
My Commission Expires Jan 25, 2005
Commission # CC996626

Julie Wilson
Notary Public:
Address: 380 Semoran Commerce Pl.
B-204
Apopka, FL 32703

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"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 1, 2002 by and between Richard J. Robertson, a married man dealing in his sole and separate property, Lessor, and Contex Energy Company, Lessee.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Richard J. Robertson

Richard J. Robertson, a married man dealing in
his sole and separate property

Producers 88
Rocky Mountain 1289
(Paid-Up) Rev. 1996)

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Mickelson Land Limited Partnership, a Wyoming Limited Partnership

Of P. O. Box 190, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and Contex Energy Company whose address is 1645 Court Place, Suite 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of TEN AND MORE dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right 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

293354

RECORDED Oct. 14 2002 11:40AM
IN BOOK 123 O+G PAGE 44
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 3,710.88 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 hellum, 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just sitting. B.M.

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~ B.M.

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~~ $ 10.00 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. B.M.

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

[redacted] [redacted] [redacted]

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.

initial

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.~~ G.M.

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~~ G.M. 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.

Gordon M. Mickelson

Gordon M. Mickelson, General Manager

STATE of Wyoming
COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of August, 200 2.

Personally appeared Gordon M. Mickelson

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: 2-21-2003

Susan Gulbrandson

Notary Public:
Address: 207 N. Lake Ave.
Pinedale, WY 82941

STATE of
COUNTY of

Susan Gulbrandson Notary Public County of Sublette State of Wyoming My Commission Expires Feb. 21, 2003

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"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between Mickelson Land Limited Partnership, a Wyoming Limited Partnership, Lessor, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

MICKELSON LAND LIMITED PARTNERSHIP, A WYOMING LIMITED PARTMERSHIP

Gordon M Mickelson

Gordon M. Mickelson, General Manager

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Of P. O. Box 1479 Pinedale, Wyoming 82941, 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:

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

293355

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SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just sitting

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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~~ $10.00 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

Horse Creek 75779.005

[redacted] [redacted] [redacted]

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.~~

S.G.

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.~~ S.G.

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.

S.G.

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.

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

STATE of _____

COUNTY of _____

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 200 2.

Personally appeared Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, 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.

NINA LYNCH NOTARY PUBLIC COUNTY OF SUBLETTE STATE OF WYOMING My Commission Expires Aug. 13, 2005

My Commission Expires: _____

Notary Public:

Address: 217 N Tyler Pinedale, WY

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:

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between , Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown, Lessors, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as
Elizabeth Greenwood Brown

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Of P. O. Box 1479 Pinedale, Wyoming 82941, 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:

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

293356

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 OR6 PAGE 52
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just setting JP

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~ JP

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~~ $10.00 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

Horse Creek 75779.006

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 of 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.

ACKNOWLEDGMENT

State of Idaho
County of Blaine

On this 23rd day of August, 2002, Jill Greenwood Palm personally appeared before me,
✓ who is personally known to me,
____ whose identity I verified on the basis of _____,
____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

PAM WILLIAMS
NOTARY PUBLIC
STATE OF IDAHO

Pam Williams
Notary Public

My Commission Expires: May 9, 2006

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled

Paid-up Oil & Gas Lease, *which consists of* 4 *page(s) and is dated* 8-15-02.

If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

Copyright 1995 by the Notary Law Institute. Unauthorized reproduction of any kind of this form is strictly prohibited.

#0421

_____, 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:

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between , Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown, Lessors, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as
Elizabeth Greenwood Brown

56

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Of P. O. Box 1479 Pinedale, Wyoming 82941, 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:

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

293357

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123046 PAGE 56
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just sitting.

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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~~ $1000 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

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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.

Tharon M. Greenwood

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

STATE of _____

COUNTY of _____

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of August, 200 2.

Personally appeared Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed the same as their free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 02-01-04

LORI MOORE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

Notary Public: Lori Moore
Address: 440 Budd Ave Big Piney WY 83113

STATE of Wyoming

COUNTY of Sublette

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: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between , Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown, Lessors, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Tharon M. Greenwood

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as
Elizabeth Greenwood Brown

60

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Of P. O. Box 1479 Pinedale, Wyoming 82941, 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:

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

293358

RECORDED Oct. 14 2002 11:42 AM
IN BOOK 1230 PAGE 60
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized & not just existing. CLL

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~ CLL

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~~ $10.00 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. CLL

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

HORSE CREEK 75779.005

[redacted] [redacted] [redacted]

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.

Tharon M. Greenwood

Celeste Greenwood Mori

Jill Greenwood Palm

James Avery Greenwood

Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

STATE of Lincoln Wyoming
COUNTY of Lincoln

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of August, 200 2,
Personally appeared Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown
Identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed the same as their free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 6-15-03

KAROL CLARKE - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES 6-15-03

Notary Public: Karol Clarke
Address:

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: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between , Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown, Lessors, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as
Elizabeth Greenwood Brown

64

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of August, 2002, by and between Robert V. Thompson, a widower

Of P. O. Box 220, Big Piney, Wyoming, 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:

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

293359

RECORDED Oct. 14 2002 11:40AM
IN BOOK 123 O+G PAGE 64
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just sitting. RVT

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee~~ in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. RVT

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~~ $10.00 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. RVT

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

Horse Creek 75179.004

[redacted] [redacted] [redacted]

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.

INITIAL

~~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.

Robert V. Thompson, a widower

STATE of Wyoming
COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of August, 200 2.

Personally appeared Robert V Thompson

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: 02-01-04

LORI MOORE NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. [illegible]

Notary Public: Lori Moore
440 Budd Ave Big Piney WY 831

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"

Attached to and made a part of that certain Oil and Gas Lease dated August 19, 2002, effective November 12, 2002 by and between Robert V. Thompson, a widower, Lessor, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any damages to the surface of the lessor's property (settlement of any damages caused) by Lessee's operations

upon the leased premises, including but specifically not limited to land, water wells, growing crops, grass, buildings, livestock, surface, fences and other improvements and personal property. All drilling mud shall be removed and all of Lessee's slush pits shall be filled and leveled within a reasonable length of time after cessation of operations and the Lessee shall proceed with reasonable diligence to restore the surface of said lands to as near to its original condition found prior to Lessee's operation as is practicable. Upon request of the surface owner, Lessee shall fence all drillsites, including slush pits and areas containing chemicals or other substances which may be harmful to livestock.

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Robert V. Thompson, a widower

128

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Of P. O. Box 1479 Pinedale, Wyoming 82941, 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:

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

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 Opt 6 PAGE 68
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

293360

And containing 3,710.88 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, effective November 12, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite, so long as the equipment is being actively utilized and not just sitting. SC

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~ JG

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~~ $10.00 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. SC

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

Horse Creek 75779.010

[redacted] [redacted] [redacted]

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.~~

JC
Initial

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.~~ JC

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.

Tharon M. Greenwood

Celeste Greenwood Mori

Elizabeth Greenwood, now known as Elizabeth Greenwood Brown

Jill Greenwood Palm

James Avery Greenwood

STATE of Wyoming
COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of August, 200 2,
Personally appeared ~~Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori~~ James Avery Greenwood ~~and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown~~ &,
identical person S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he & he & duly executed the same as his & their free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 8/8/06

TRACEY L. HOOVER – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/8/06

Notary Public: Tracey L Hoover
Address: Box 250, Pinedale WY 82941

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: _____

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, effective November 12, 2002 by and between , Tharon M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown, Lessors, and Contex Energy Company, Lessee.

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M.
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lots 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW/4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
Containing 3,710.88 acres more or less
Sublette County, Wyoming

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

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

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

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

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

5. Lessee agrees to negotiate in good faith with the appropriate surface owner a surface damage agreement in advance of any laying pipe, building roads, setting up electrical lines, or causing any

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

Tharon M. Greenwood

Jill Greenwood Palm

Celeste Greenwood Mori

James Avery Greenwood

Elizabeth Greenwood, now known as
Elizabeth Greenwood Brown

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 2002, by and between The Circle Cattle Company Limited Partnership, a Wyoming Limited Partnership

Of P. O. Box 190, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and Contex Energy Company whose address is 1645 Court Place, Suite 212 Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of TEN AND MORE dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right 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

293361

RECORDED Oct. 14 2002 11:40AM
IN BOOK 123 O+G PAGE 72
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And containing 760.0 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, (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, so long as the equipment is being actively utilized and not just sitting. H.A.

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~ H.A.

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~~ 10.00+ 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. H.A.

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

769417.001

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~~.

J.M. Initial

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.~~ J.M.

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.

THE CIRCLE CATTLE COMPANY LIMITED PARTNERSHIP, A WYOMING LIMITED PARTNERSHIP

Gordon M. Mickelson

Gordon M. Mickelson, General Manager

ACKNOWLEDGEMENT-INDIVIDUAL

STATE of Wyoming

COUNTY of Sublette

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of August, 200 2,

Personally appeared Gordon M. Mickelson

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: 2-21-2003

Susan Gulbrandson

Notary Public:

Address: 207 N. Lake Ave.
Pinedale, WY 82941

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 2003

ACKNOWLEDGEMENT-CORPORATE

STATE of

COUNTY of

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"

Attached to and made a part of that certain Oil and Gas Lease dated August 15, 2002, by and between The Circle Cattle Company Limited Partnership, a Wyoming Limited Partnership, Lessor, and Contex Energy Company, Lessee.

TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M.
Section 17: S/2SE/4
Section 19: S/2NE/4, N/2SE/4
Section 20: N/2NE/4, NE/4NW/4, W/2NW/4, SE/4NW/4, SW/4NE/4, NW/4SW/4
Section 21: NW/4NW/4, W/2NE/4, E/2NW/4

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

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

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

13. Should any conflict result in a lawsuit by or between Lessor and Lessee with respect to this lease, Lessor and Lessee agree that such lawsuit will be filed in the District Court located in Sublette County, Wyoming. In the event a lawsuit is undertaken by either Lessor or Lessee, it is agreed that in the event the Lessor prevails, the Lessor shall be entitled to recovery of its reasonable attorneys fees and associated court costs.

14. The lessee must limit the area that will be utilized by them to 40 acres if they should be successful in their pursuit of production.

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

Signed for Identification:

THE CIRCLE CATTLE COMPANY LIMITED PARTNERSHIP, A WYOMING LIMITED PARTNERSHIP

Gordon M. Mickelson

Gordon M. Mickelson, General Manager

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)

75847-000
BAYLINER

Lease Serial No.
WYW145276

Lease Effective Date
(Anniversary Date)
June 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   Enron Oil & Gas Company
   P.O. Box 4362
   Houston, Texas 77210

*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 112 West, 6th P.M. Section 31: NWNE Section 32: N/2, N/2SE, SESE containing 480.00 acres, more or less Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

293362

RECORDED Oct. 14 2002 11:40 AM
IN BOOK 123 046 PAGE 76
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 3rd day of July, 19 98

Name of Assignor as shown on current lease LCM, Ltd., LLC
Please type or print

Assignor
or Lester C. McCormick, (Signature)
Attorney-in-fact Manager
(Signature)

P.O. Box 596
(Assignor's Address)

Denver Colorado 80201-0596
(City) (State) (Zip Code)

Executed this 10th day of July, 19 98

Enron Oil & Gas Company

Assignee
or (Signature)
Attorney-in-fact
Andrew C. Morris (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

ACKNOWLEDGMENTS

STATE OF COLORADO)

COUNTY OF DOUGLAS)

On this 3rd day of July, 19 98, before me personally appeared Lester C. McCormick, Manager of LCM, Ltd., LLC. known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public: Darla D. Desautels
Residing at: Highlands Ranch, Colorado

My commission expires:

January 20, 2002

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 10th day of July, 1998, before me personally appeared Andrew C. Morris known to me to be the Agent & Attorney-in-Fact of Enron Oil & Gas Company, a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Notary Public: Betty A. Herrold

My commission expires:
7-26-98

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, Inc., whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to those certain Oil and Gas Leases covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED this 3rd day of October, 2002, but effective January 1, 2002.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 3rd day of October, A.D. 2002, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of October, A.D. 2002.

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

Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

293368

RECORDED Oct. 14 2002 12:05pm
IN BOOK 123 O+G PAGE 79
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
SUBLETTE COUNTY WYOMING							
Max F. Boroff, Jr. and Dianne Boroff, Co-TTEEs or their successor(s) in trust under the Max F. Boroff, Jr. Living Trust, dated November 18, 1997	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/590 5-4-98
Dianne Boroff and Max F. Boroff, Jr., Co-TTEEs of the Dianne Boroff Living Trust, dated November 18, 1997,	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/522 4-17-98
Robert C. Thompson and Marie K. Thompson, husband and wife	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/519 4-17-98
James T. Bohn, aka James Bohn and Patty L. Bohn, husband and wife	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/516 4-17-98
Marion T. Boroff, aka Marion Boroff, a married woman dealing in her sole and separate property	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/513 4-17-98
Lucy Kendall and Lester L. Kendall, wife and husband	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/510 4-17-98
Sally Sonder, same person as Sally Sonders, a married woman dealing in her sole and separate property	Loma Energy Corporation	Township 34 North, Range 113 West, 6th P.M. 9: S1/2NE1/4, N1/2SE1/4 10: All	Sublette County	Wyoming	2-10-98	2-10-98	107/507 4-17-98

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 6/2002 EWS-EN

This agreement is made and entered into this 24th day of July, 20 02, by and between

Lawrence W. Shaul and Vivian M. Shaul, husband and wife

whose post office address is Post Office Box 63, Pinedale, WY 82941 hereinafter called Lessor (whether one or more) and

ENERGY WEST SERVICES, LLC, P.O. BOX 1441, DENVER, CO 80201-1441, hereinafter called Lessee.

Lessor, for and in consideration of ten dollars ($10.00) and other valuable consideration, 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 to 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, power lines and other utilities, 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:

Township 34 North, Range 111 West, 6th P.M.
Section 18: Lots 1(37.65), 2(37.75), 3(37.85), 4(37.95)

Township 34 North, Range 112 West, 6th P.M.
Section 11: E/2NE, NESW, SE
Section 12: SWNE, W/2, W/2SE, SESE
Section 13: N/2,SW,E/2SE
Section 14: NENE

293399

And containing 1,511.20 acres, more or less.

RECORDED Oct. 16 2002 8:30a.M.
IN BOOK 123 O+G PAGE 81
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

1. It is agreed that this lease shall remain in force for a term of 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 or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. Lessee covenants and agrees: 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, 1/6th ("Lessor's Share") of all oil produced and saved from the leased premises. 2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, Lessor's Share of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, the Lessor's Share of such gas and casinghead gas. The Lessor's Share, in either case, shall bear its proportionate share of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and its proportionate share of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use. 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 Lessor's Share of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where oil or gas from a well capable of producing oil or gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar ($1.00) 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 ninety (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 oil or gas is being produced within the meaning of this lease.
5. If said Lessor owns an interest in the above-described land less than the entire and undivided fee simple estate therein, then the royalties (including any shut-in oil or gas royalty) herein provided for shall be paid to 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.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 300 feet to the house or barn now on said premises without written consent of surface owner.
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 oil or 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 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. If Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations on the lease premises, or from producing oil or gas from the lease premises by reason of the scarcity, inability to obtain or use equipment or material, or by operation of "force majeure" (which is defined as an act of God, weather, market conditions, inability to obtain materials or their transportation, war, strikes, lockouts, riots, insurrections or other conditions or circumstances not wholly within the control of Lessee, or by any federal, state or municipal law, order, rule or regulation), then while so prevented, Lessee's obligation to comply with a covenant shall be suspended and Lessee shall not be liable in damages for failure to comply with a covenant. This lease shall be extended while and so long as Lessee is prevented by any force majeure cause from conducting drilling or reworking operations on or producing oil and gas from the lease premises. Should the force majeure occur during the primary term, the time during which the force majeure is in existence shall be added to the primary term of this lease.

14. If, during the primary term of this lease, Lessor receives from a third party a bona fide offer, which Lessor is willing to accept, to purchase a lease on all or any part of the lease premises with such lease becoming effective on the expiration of this lease, Lessor agrees to immediately notify Lessee, in writing, of the offer, including in the notice the name and address of the offeror, the price offered and all of the pertinent terms of the offer. Lessee shall have fifteen (15) days from the date of receipt of Lessor's written notice within which to elect to purchase a new lease on any part of the lands that are subject to this lease at the same price and on the same terms and conditions as specified in the third party offer. All offers made at times up to and including the last day of the primary term of this Lease shall be subject to the terms and conditions of this provision. In the event Lessee elects to purchase the new lease, it shall notify Lessor in writing prior to the expiration of the fifteen (15) day period. Lessee shall promptly furnish Lessor the new lease for execution by Lessor, together with Lessee's payment of the bonus, as specified in the offer, as consideration for the new lease. Upon receipt, Lessor shall promptly execute the new lease and return it to Lessee. Lessee's failure to respond to Lessor's written notice within the fifteen (15) day period shall be deemed an election by Lessee not to purchase the new lease. At that time, Lessor shall be free to execute the new lease in favor of the third party offeror.

15. 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. 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.

16. Should any one or more of the parties named as Lessor herein 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, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which Lessor may hereafter acquire by way of reversion or otherwise.

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

Lawrence W. Shaul

Vivian M. Shaul

ACKNOWLEDGMENT – INDIVIDUAL or JOINT

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public, on this 19th day of July, 20 02, personally appeared Lawrence W. Shaul and Vivian M. Shaul to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that they duly executed same as their free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 2-21-2003

Notary Public
Address:

ACKNOWLEDGMENT – INDIVIDUAL or JOINT

STATE OF _____)
)ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, on this _____ day of _____, 20____, personally appeared _____ and _____ to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

ACKNOWLEDGMENT – CORPORATE & PARTNERSHIP

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, a Notary Public, personally appeared _____ and _____ to me known, and being duly sworn, did say that _____ is/are the _____ and _____ of _____ and that the seal affixed to said instrument was signed and sealed on behalf of said corporation authority of Board of Directors and said _____ acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address:

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

OIL AND GAS LEASE

Producers 88-PAID-UP Rev 6/2002 EWS-EN

This agreement is made and entered into this 24th day of July, 20 02, by and between

Boroff Land and Livestock, Inc., a Wyoming Corporation

whose post office address is Post Office Box 170, Daniel Wy 83115
hereinafter called Lessor (whether one or more) and

ENERGY WEST SERVICES, LLC, P.O. BOX 1441, DENVER, CO 80201-1441, hereinafter called Lessee.

Lessor, for and in consideration of ten dollars ($10.00) and other valuable consideration, 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 to 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, power lines and other utilities, 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:

Township 34 North, Range 111 West, 6th P.M.
Section 18: Lots 1(37.65), 2(37.75), 3(37.85), 4(37.95)

Township 34 North, Range 112 West, 6th P.M.
Section 11: E/2NE, NESW, SE
Section 12: SWNE, W/2, W/2SE, SESE
Section 13: N/2,SW,E/2SE
Section 14: NENE

And containing 1,511.20 acres, more or less.

293400

RECORDED Oct. 16 2002 8:30AM
IN BOOK 123 O+G PAGE 83
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

1. It is agreed that this lease shall remain in force for a term of 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 or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a 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. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. Lessee covenants and agrees: 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, 1/6th ("Lessor's Share") of all oil produced and saved from the leased premises. 2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, Lessor's Share of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, the Lessor's Share of such gas and casinghead gas. The Lessor's Share, in either case, shall bear its proportionate share of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and its proportionate share of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use. 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 Lessor's Share of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where oil or gas from a well capable of producing oil or gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar ($1.00) 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 ninety (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 oil or gas is being produced within the meaning of this lease.
5. If said Lessor owns an interest in the above-described land less than the entire and undivided fee simple estate therein, then the royalties (including any shut-in oil or gas royalty) herein provided for shall be paid to 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.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 300 feet to the house or barn now on said premises without written consent of surface owner.
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 oil or 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 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. If Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations on the lease premises, or from producing oil or gas from the lease premises by reason of the scarcity, inability to obtain or use equipment or material, or by operation of "force majeure" (which is defined as an act of God, weather, market conditions, inability to obtain materials or their transportation, war, strikes, lockouts, riots, insurrections or other conditions or circumstances not wholly within the control of Lessee, or by any federal, state or municipal law, order, rule or regulation), then while so prevented, Lessee's obligation to comply with a covenant shall be suspended and Lessee shall not be liable in damages for failure to comply with a covenant. This lease shall be extended while and so long as Lessee is prevented by any force majeure cause from conducting drilling or reworking operations on or producing oil and gas from the lease premises. Should the force majeure occur during the primary term, the time during which the force majeure is in existence shall be added to the primary term of this lease.

14. If, during the primary term of this lease, Lessor receives from a third party a bona fide offer, which Lessor is willing to accept, to purchase a lease on all or any part of the lease premises with such lease becoming effective on the expiration of this lease, Lessor agrees to immediately notify Lessee, in writing, of the offer, including in the notice the name and address of the offeror, the price offered and all of the pertinent terms of the offer. Lessee shall have fifteen (15) days from the date of receipt of Lessor's written notice within which to elect to purchase a new lease on any part of the lands that are subject to this lease at the same price and on the same terms and conditions as specified in the third party offer. All offers made at times up to and including the last day of the primary term of this Lease shall be subject to the terms and conditions of this provision. In the event Lessee elects to purchase the new lease, it shall notify Lessor in writing prior to the expiration of the fifteen (15) day period. Lessee shall promptly furnish Lessor the new lease for execution by Lessor, together with Lessee's payment of the bonus, as specified in the offer, as consideration for the new lease. Upon receipt, Lessor shall promptly execute the new lease and return it to Lessee. Lessee's failure to respond to Lessor's written notice within the fifteen (15) day period shall be deemed an election by Lessee not to purchase the new lease. At that time, Lessor shall be free to execute the new lease in favor of the third party offeror.

15. 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. 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.

16. Should any one or more of the parties named as Lessor herein 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, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which Lessor may hereafter acquire by way of reversion or otherwise.

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

Jon Boroff, President

Sheryl L. Boroff, Secretary

STATE OF _____)
)ss.
COUNTY OF _____)

ACKNOWLEDGMENT – INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this_____day of _____,20_____, personally appeared _____ _____and _____to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ duly executed same as_____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

_____
Notary Public
Address:

STATE OF _____)
)ss.
COUNTY OF _____)

ACKNOWLEDGMENT – INDIVIDUAL or JOINT

BEFORE ME, the undersigned, a Notary Public, on this_____day of _____,20____, personally appeared ____ _____and _____to me known to be the identical person(s) described herein and who executed the within and forgoing instrument and acknowledged to me that _____ ___ duly executed same as _____ free and voluntary act.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

_____
Notary Public
Address:

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

ACKNOWLEDGMENT – CORPORATE & PARTNERSHIP

On this 22nd of July, 20 02, before me, a Notary Public, personally appeared Jon Boroff and Sheryl L. Boroff to me known, and being duly sworn, did say that they is/are the President and Secretary of Boroff Land and Livestock, Inc and that the seal affixed to said instrument was signed and sealed on behalf of said corporation authority of Board of Directors and said President and Secretary acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires 5/17/06

Notary Public
Address: Pinedale, Wyoming.

WHEN RECORDED RETURN TO:
Energy West Services, LLC
P.O. Box 1441
Denver, CO 80201

0075231-000
N. Almy Tr 1

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 AUG 30 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

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-128712

Lease Effective Date
(Anniversary Date)
March 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

ENRON OIL & GAS COMPANY
P. O. Box 1188
Houston, Texas 77251-1188

293401

Oct. 11a 8:30a
BOOK 123046 PAGE 85
FEES $ 11.00
SUBLETTE COUNTY
By Cathy Lawton

*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
T34N-R113W, 6th P.M. Section 18: SE¼SE¼ 21: N½NE¼, SW¼NE¼, NW¼, SE¼SW¼, NE¼SE¼, S½SE¼ 22: NE¼, SE¼NW¼, S½ 28: NE¼ 31: Lots 1-4 31: SE¼NW¼, E½SW¼, W½SE¼, SE¼SE¼ 34: NE¼ containing 1,703.60 acres, more or less all in Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 30 2002
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective SEP 01 1993

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

By Pamela J. Lewis
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 22 1993

ORIGINAL

85

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 8th day of July, 1993, by Gary Butler as President of Contex Energy Company.

WITNESS my hand and official seal.

My Commission Expires:

3-27-97

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 either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 8th day of July, 19 93

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

Assignor
or
Attorney-in-fact Gary Butler (Signature) President

(Signature)

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

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

Executed this 9th day of July, 19 93

Enron Oil & Gas Company

Assignee
or
Attorney-in-fact D. Weaver (Signature)
(Signature)

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

U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016/95011

[redacted] [redacted] [redacted]

Horse Creek
0076434-000

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

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

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

Wyoming Oil & Gas Lease Serial Number 01-00194 Assignment Approval Date - MAY 2 6 2002

ASSIGNOR, with name and address at, **EOG Resources, Inc.**
P.O. Box 4362
Houston, Texas 77210-4352

being the owner of 100% percent leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 31 North, Range 113 West 6th P.M.
Section 16: S/2
Sublette County, Wyoming
Containing 320.00 acres, more or less

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

1) **ASSIGNEE**, with name and address at: **Seneca Resources Corporation**
1201 Louisiana Street, Suite 400
Houston, Texas 77002-5604

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.

and reserving unto ASSIGNOR, 66.67% leasehold interest

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be 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.

Page 1 of 1 of Lease # 01-00194 assignment dated Febuary 19, 2002,
Effective April 30, 2001.

293402

RECORDED Oct. 16 2002 8:30AM
IN BOOK 123 Of6 PAGE 87
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

87

SIGNED AS TO TRANSFER AND ACCEPTANCE this 19th day of February, 2002.

ASSIGNOR – **EOG RESOURCES, INC.**	ASSIGNEE - **SENECA RESOURCES CORPORATION**
By -	By -
Title - J. Michael Schween, Agent and Attorney-in-Fact	Title - **John F. McKnight**, Vice President, Land & Legal
Attest -	Attest -
ASSIGNEE (2) –	ASSIGNEE (3) -
By -	By -
Title –	Title -
Attest -	Attest -
ASSIGNEE (4) -	ASSIGNEE (5) -
By -	By -
Title -	Title -
Attest -	Attest -

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 19th day of February 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 19th day of February, 2002 by JOHN F. McKNIGHT, the Vice President, Land and Legal 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

Notary Public in and for the State of Texas

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 118162

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

Delmar Hudson Lewis Living Trust created by
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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 29 North, Range 109 West Section 3: S/2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 11: All Section 17: All containing 2184.81 acres, Sublette Co., Wyoming Subject to that Assignment of Operating Rights executed by Delmar Hudson Lewis on December 16, 1994.	6.6667%	6.6667%	NONE		

293403

RECORDED Oct. 16 2002 8:30 AM
IN BOOK 1230 PAGE 90
FEES $ 14.00 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)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 19 day of September, 2002
effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmar H. Lewis
Please type or print

Transferor or Attorney-in-fact: Francis Hill Hudson, Agent & Attorney-in-fact For Delmar H. Lewis
(Signature)

6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116
(Transferor's Address)

(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmar Hudson Lewis Living Trust

Transferee or Attorney-in-fact: Delmar Hudson Lewis, Trustee
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

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 124622

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

Delmar Hudson Lewis Living Trust created by
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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 109 West Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North, Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette County, Wyoming Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992.	6.6667%	6.6667%	None	None	5%

293404

RECORDED Oct. 16 2008 8:30 AM
IN BOOK 1230+6 PAGE 93
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scott

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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 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 19 day of September, 2002 effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmer H. Lewis (Please type or print)

Transferor or Attorney-in-fact: Francis Hill Hudson, Agent & Attorney-in-Fact For Delmer H. Lewis (Signature)

6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116 (Transferee's Address)

(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmer Hudson Lewis Living Trust

Transferee or Attorney-in-fact: Delmer Hudson Lewis, Trustee (Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

96

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW 127204

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Delmar Hudson Lewis Living Trust created by
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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 28 North, Range 109 West Section 4: Lots 2,4, SESW, SESE Containing 174.91 acres, Sublette Co., Wyoming	6.6667%	6.6667%	NONE		

RECORDED Oct. 16, 2002 8:20 AM
IN BOOK 123 D46 PAGE 96
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

293405

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 19 day of September, 2002
effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmar H. Lewis
Please type or print

Transferor or Attorney-in-fact: [signature] (Signature)
Francis Hill Hudson, Agent & Attorney-in-fact For Delmar H. Lewis

6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116
(Transferor's Address)
(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmar Hudson Lewis Living Trust

Transferee or Attorney-in-fact: [signature] (Signature)
Delmar Hudson Lewis, Trustee

BURDEN HOURS STATEMENT

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

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

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

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 118162

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

Delmar Hudson Lewis Living Trust created by
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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

Overriding Royalty

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 109 West Section 3: S/2SW, SE Section 7: Lots 1-4, E2, E2W2 Section 11: All Section 17: All containing 2184.81 acres, Sublette Co., Wyoming Subject to that Assignment of Overriding Royalty executed by Delmar Hudson Lewis on December 16, 1994.	0.25% ORR	.025% ORR	NONE		

293406

RECORDED Oct. 16, 2002 8:30 AM
IN BOOK 123046 PAGE 99
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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 19 day of September, 2002
effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmar H. Lewis
Please type or print

Transferor or Attorney-in-fact: Francis Hill Hudson, Agent & Attorney-in-fact For Delmar H. Lewis
(Signature)

6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116
(Transferee's Address)
(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmar Hudson Lewis Living Trust

Transferee: Delmar Hudson Lewis
(Signature)

Attorney-in-fact: Delmar Hudson Lewis, Trustee
(Signature)

BURDEN HOURS STATEMENT

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

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

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

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.

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 124622

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

Delmar Hudson Lewis Living Trust created by
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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: Overriding Royalty

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 Section 3: Lots 1-4, S2N2, N2SW Section 4: Lots 1-4, S2N2, S2 Section 5: Lots 1-4, S2N2, S2 Township 30 North, Range 109 West Section 33: S/2S/2 containing 1829.12 acres, Sublette County, Wyoming Subject to that Reassignment Rider attached to and made a part of that Assignment of Record Title of the subject lease from Liberty Petroleum Corporation to Javelina Partners dated June 24, 1992. The overriding royalty assigned herein is a portion of the overridingg royalty created in that Assignment dated November 18, 1994 by and between Javelina Partners, Transferor and McMurry Oil Company, Transferee, and is borne entirely by the 60% working interest assigned in that Assignment to McMurry Oil Company	0.25% ORR	0.25% ORR	None		

293407

RECORDED Oct. 16, 2002 8:30AM
IN BOOK 123 0+6 PAGE 102
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

Executed this 19 day of September, 2002
effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmar H. Lewis
Please type or print

Transferor or Attorney-in-fact: Francis Hill Hudson, Agent & Attorney-in-fact For Delmar H. Lewis
(Signature)

(Transferee's Address)
6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116
(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmar Hudson Lewis Living Trust

Transferee or Attorney-in-fact: Delmar Hudson Lewis, Trustee
(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-130), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

WYW 127204

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.

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Delmar Hudson Lewis Living Trust TRANSFER.
Trust Agreement dated September 9, 2002, including any amendments thereto
6300 Ridglea Place, Suite 1005-A
Fort Worth, Texas 76116

*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

Overriding Royalty

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 28 North, Range 109 West Section 4: Lots 2,4, SESW, SESE Containing 174.91 acres, Sublette Co., Wyoming Subject to that Assignment of Overriding Royalty executed by Delmar Hudson Lewis on December 16, 1994 293408	.75% ORR	.75% ORR	NONE		

RECORDED Oct. 10 2002 8:30 A.M.
IN BOOK 123 O+G PAGE 105
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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 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 19 day of September, 2002
effective as of 7 A.M. October 1, 2002

Name of Transferor: Delmar H. Lewis
Please type or print

Transferor or Attorney-in-fact: Francis Hill Hudson, Agent & Attorney-in-fact For Delmar H. Lewis
(Signature)

6300 Ridglea Place, Suite 1005-A Fort Worth, Texas 76116
(Transferor's Address)
(City) (State) (Zip Code)

Executed this 19 day of September, 2002

Delmar Hudson Lewis Living Trust

Transferee or Delmar Hudson Lewis, Trustee
(Signature)

BURDEN HOURS STATEMENT

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

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

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Francis Hill Hudson, Agent and Attorney in Fact for Delmar Hudson Lewis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September, 2002.

Notary Public State of Texas
Tanya L. Stout

TANYA L. STOUT
Notary Public, State of Texas
My Commission Expires
April 24, 2005

108

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., formerly known as Enron Oil & Gas Company, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 27, 1998, from Patrick Johnson, a widower, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 107 O&G, Page 602 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 34 North, Range 113 West, 6th P.M.
Section 02: SW1/4
Section 11: NW1/4

and containing 320.000 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED this 10th day of October, 2002, but effective June 9, 1998.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

293409

Oct. 16 2002 1:30 P
IN BOOK 123 O+G 108
FEES $ 5.00
SUBLETTE CO. CLERK
By Cathy Seaton

On this 10th day of October, A.D. 2002, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 10th day of October, A.D. 2002.

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

Peggy J. Lopez
Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-130749

Lease Effective Date
(Anniversary Date)
12/1/1993

New Lease Serial No.

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

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

Type or print plainly in ink and sign in ink

PART A: ASSIGNMENT

1. Assignee* D. GUNDRY-WHITE
   Street 518 17th Street, Suite 1108
   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 114 West, 6th P.M. Section 21: All Section 25: SW/4, NE/4 SE/4 Section 28: NW/4 NE/4, N/2 NW/4, SW/4 NW/4 containing 1,000.00 acres, more or less Sublette County, Wyoming 293497	100%	100%	0%	2.50%	5.00%

RECORDED Oct. 18 2002 11:45 AM
IN BOOK 123 O+G PAGE 109
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;
Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 2nd day of October 2002

Name of Assignor DONALD B. ANDERSON LTD.
Please type or print

Assignor
or
Attorney-in-fact Linnea C. Hill
Linnea C. Hill, Attorney-in-Fact

6300 So. Syracuse Way, Suite 470
(Assignor's Address)

Denver (City) Colorado (State) 80111 (Zip Code)

Executed this 2nd day of October 2002

Assignee
or
Attorney-in-fact D. GUNDRY-WHITE
(Signature)

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

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

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

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF COLORADO

County of Arapahoe

The foregoing instrument was acknowledged before me this 2 day of Oct, 2002, by Linnea C. Hill, Attorney-in-fact for Donald B. Anderson Ltd., a New Mexico general partnership.

Witness my hand and official seal.

My commission expires:

CHERYL L. ROBACKER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/24/2006

Notary Public

STATE OF COLORADO

County of Arapahoe

The foregoing instrument was acknowledged before me this 2nd day of October, 2002, by D. Gundry-White.

Witness my hand and official seal.

My commission expires:

My Commission Expires
08/05/2006

Notary Public

112

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 Mary A. Bridger, a married woman dealing in her sole and separate property

Of 808 Blackmore Place, Bozeman, Montana 59715, 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

293498

RECORDED Oct. 18 2002 11:45AM
IN BOOK 123 OF G PAGE 112
FEES $ 14.00 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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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

Name Jack 75805-012

[redacted] [redacted] [redacted]

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.

Mary A. Bridger

Mary A. Bridger, a married woman dealing in her sole and separate property

SS # 516-68-3081

STATE of Montana
COUNTY of Gallatin

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of July, 200 2.

Personally appeared Mary A. Bridger

Identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that S he ____ duly executed the same as her free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission Expires April 25, 2006

Notary Public: Penelope H. Zelland
Address: 2800 W. Main
Bozeman, MT 59715

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 Mary A. Bridger, a married woman dealing in her 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

Mary A. Bridger

Mary A. Bridger, a married woman dealing
in her sole and separate property

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 Barbara J. Tonn, formerly known as Barbara Jean Storey, a married woman dealing in her sole and separate property

Of 1014 E. Olive, Bozeman, Montana 59715, 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

293499

RECORDED Oct. 18 20 02 11:45 AM
IN BOOK 123 Of6 PAGE 115
FEES $14.00
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

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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 lessee'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.

Barbara J. Tonn

Barbara J. Tonn formerly known as Barbara Jean Storey, a married woman dealing in her sole and separate property

SS # 516-68-3114

STATE of Montana
COUNTY of Gallatin

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 200 2.

Personally appeared Barbara J. Tonn

Identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that S he ____ duly executed the same as her free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 06-20-2003

Jennie Horn JENNIE HORN

Notary Public:
Address:
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires June 20, 2003

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 'he

_____ 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 Barbara J. Tonn, formerly known as Barbara Jean Storey, a married woman dealing in her 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

Barbara J. Tonn, formerly known as Barbara Jean Storey,
a married woman dealing in her sole and separate property

Prod. ' 'rs 88
Rocky .ountain 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 Mary Ruth Nelson, a married woman dealing in her sole and separate property

Of 3922 Broadwater, Bozeman, Montana 59718, 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

293500

RECORDED Oct. 18 2002 11:45AM
IN BOOK 1230+3 PAGE 118
FEES $4.00 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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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

[redacted] [redacted] [redacted]

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 falls 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.

Mary Ruth Nelson

Mary Ruth Nelson, a married woman dealing in her sole and separate property

SS # 517-32-9771

STATE of Montana

COUNTY of Gallatin

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 200 2.

Personally appeared Mary Ruth Nelson

Identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that S he ____ duly executed the same as her free and voluntary act and deed, including the release and waiver of the right of homestead, and in the capacity stated therein.

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

My Commission Expires: 8/2/2003

Notary Public: Stacy D. Myers

Address: 200 W. Main St. #35

Bozeman, MT

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 Mary Ruth Nelson, a married woman dealing in her 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

Mary Ruth Nelson

Mary Ruth Nelson, a married woman dealing
in her sole and separate property

CC: 75448-000

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

96 NOV 25 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.
WYW133097
Lease Effective Date (Anniversary Date)
August 1, 1994
New Serial No.

Type or print plainly in ink and sign in ink.

DEC 18 96 11:50a
BOOK 123 016 PAGE 121
FEES $ 11.00
SUBLETTE COUNTY CLERK
By Cathy Sucher

PART A: ASSIGNMENT

293502

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 06: Lots 6(20.29), 7(20.23), E1/2SW1/4, SE1/4 Section 07: Lots 1(20.03), 2(19.70), E1/2, E1/2W1/2 Section 08: W1/2 Section 17: NW1/4NE1/4, W1/2, W1/2SE1/4 Section 18: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4 Section 20: NW1/4NE1/4, SW1/4, SW1/4SE1/4 Containing 2,200.25 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

CERTIFIED to be a true and comparative copy of the original record on file
MAR 03 2002
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective DEC 01 1996

By Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

MAR 03 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 21st day of October, A.D. 1996, 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. 1996.

INGE KUIVA LOCKWOOD-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 1998

My Commission Expires: _____

Inge Kuiva Lockwood
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 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

Assignee Enron Oil & Gas Company by
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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00 OCT 31 AM 11:49

RECEIVED
CHEYENNE, WYOMING

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-133097

Lease Effective Date
(Anniversary Date)
August 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

OCT 18 00 11:50AM
BOOK 1230G PAGE 123
FEES $ 17
SUBLETTE COUNTY CLERK
By Cathy Sexton

PART A: ASSIGNMENT

1. Assignee* The Wolf Haven Corporation
Street P. O. Box 2480
City, State, ZIP Code Cheyenne, WY 82003-2480

293503

*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 06: Lots 6(20.29), 7(20.23), E1/2SW1/4, SE1/4 Section 07: Lots 1(20.03), 2(19.70), E1/2, E1/2W1/2 Section 08: W1/2 Section 17: NW1/4NE1/4, W1/2, W1/2SE1/4 Section 18: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4 Containing 1,960.25 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 effective March 1, 1998, by and between Enron Oil & Gas Company and Seneca Resources Corporation.	66.67%	100.00%	None	None	Of Record

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 30 2002
BUREAU OF LAND MANAGEMENT

ORIGINAL 14

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 NOV 1 2000

By Carmen C. Lockett
(Authorized Officer)

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

LAND LAW EXAMINER JAN 10 2001
(Title) (Date)

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

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

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

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

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

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

Executed this 30th day of October ,20 00
Effective April 30, 2000
Name of Assignor as shown on current lease EOG Resources, Inc.
Please type or print
Assignor
or
Attorney-in-fact Kurt D. Doerr, Agent &Attorney-in-Fact

P. O. Box 4362
(Assignor's Address)
Houston TX 77210-4362
(City) (State) (Zip Code)

Executed this 30th day of October ,20 00
The Wolf Haven Corporation
Assignee
or
Attorney-in-Fact Marc Randal Strahn, President
No Attest Required

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

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

*U.S. GPO: 1992-774-017 / 67022

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 3000-3
(January 1996)

00 OCT 31 AM 11:49

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-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*
   Street
   City, State, ZIP Code

The Wolf Haven Corporation
P. O. Box 2480
Cheyenne, WY 82003-2480

*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 20: NW1/4NE1/4, SW1/4, SW1/4SE1/4 Containing 240.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	Of Record

293504
RECORDED Oct. 18 2002 11:50 AM
IN BOOK 1230-6 PAGE 125
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 30 2002
BUREAU OF LAND MANAGEMENT

ORIGINAL

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

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

☒ Assignment approved for above described lands; Assignment approved effective NOV 1 2000

By Carmen E. Lovett
(Authorized Officer)

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

LAND LAW EXAMINER (Title)

JAN 10 2001 (Date)

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

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

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

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

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

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

Executed this 30th day of October ,20 00
Effective April 30, 2000
Name of Assignor as shown on current lease EOG Resources, Inc.
Please type or print
Assignor or Attorney-in-fact Kurt D. Doerr, Agent &Attorney-in-Fact

P. O. Box 4362
(Assignor's Address)
Houston (City) TX (State) 77210-4362 (Zip Code)

Executed this 30th day of October ,20 00
The Wolf Haven Corporation
Assignee or Attorney-In-Fact Marc Randal Strahn, President
No Attest Required

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

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

*U.S. GPO: 1992-774-017 / 67022

Horse Creek MRO Spool
007521.9-000

Form 3000-3
(March 1991)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

93 NOV 15 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Horse Creek
75219-000
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

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

Lease Serial No.
WYW128192

Lease Effective Date
(Anniversary Date)
January 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, Texas 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 34 North, Range 113 West, 6th P.M. Section 19: Lots 1(35.86), 2(35.80), 3(35.72), NE1/4, E1/2NW1/4 Section 29: E1/2E1/2, SW1/4NE1/4, NW1/4SE1/4 Containing 587.38 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293505

RECORDED Oct. 18 2002 11:50AM
IN BOOK 1230+6 PAGE 127
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sinclair

CERTIFIED
to be a true and complete copy
of the official records on file
OCT 0 2002
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

Assignment approved effective DEC 1 1993

☐ Assignment approved for attached land description

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

By _____ (Authorized Officer) ORIGINAL for SUPERVISORY LAND LAW EXAMINER (Title) JAN 31 1994 (Date)

127

*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 20th day of October, 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 20th day of October A.D. 19 93.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires:

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of October, 1993, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-27-93

Notary Public

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 Ocotber, 19 93

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
Attest Kathi Hanson (Signature) Secretary

P.O. Box 1108
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 20th day of October, 1993

Enron Oil & Gas Company by:

Assignee
or
Attorney-in-fact D. Weaver, as Agent and Attorney-in-fact (Signature)

Public reporting burden for this form is estimated to average 30 minutes per respoase, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

U.S. Government Printing Office: 1991 — 573-016/26062

Meadow Canyon
75934-008

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

97 MAR -5 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-132056

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	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 7: Lots 4-6, E/2SW/4, S/2SE/4 Section 19: Lots 1-4, E/2, E/2W/2 Section 30: E/2 Section 31: E/2 Sublette County, Wyoming Containing 1,538.93 acres, more or less.	100%	100%	- 0 -	- 0 -	- 0 -

293506

RECORDED Oct. 18 2002 11:50AM
IN BOOK 1230+6 PAGE 129
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy of the official records on file
OCT 09 2002
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

Assignment approved effective APR 1 1997

By Teresa A. Stevens
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER (Title) MAY 16 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 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

VINCENT CHAVEZ NOTARY SEAL STATE OF COLORADO

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 Attorney-in-fact: 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 or Attorney-in-fact: Donald B. Anderson Ltd.
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: 1992-774-017/51022

Horse Creek Prospect
76253-000
76252-000

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by EOG RESOURCES, INC. 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 Leases, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming, to wit:

Lessor:	State of Wyoming, Lease No. 00-00629
Lessee:	Contex Energy Company
Dated:	October 2, 2000
Recorded:	Filed in the records of the State of Wyoming, Office of State Lands and Investments
Covering:	TOWNSHIP 33 NORTH, RANGE 114 WEST, 6th PM Section 27: NWSW, S2S2 containing 200.00 acres, more or less

Lessor:	State of Wyoming, Lease No. 00-00630
Lessee:	Contex Energy Company
Dated:	October 2, 2000
Recorded:	Filed in the records of the State of Wyoming, Office of State Lands and Investments
Covering:	TOWNSHIP 33 NORTH, RANGE 114 WEST, 6th PM Section 34: N2N2, SWNW, NWSW containing 240.00 acres, more or less

Reference is hereby made to said leases, and the filing thereof in the State of Wyoming, Office of State Lands and Investments, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said leases, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said leases.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 15th of November, 2000.

293507

RECORDED Oct. 18 2002 11:50AM
IN BOOK 123 O+G PAGE 131
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 15th day of November, 2000.

My Commission Expires: July 11, 2003

NOTARY PUBLIC JOHN F. KELLY STATE OF COLORADO
My Commission Expires July 11, 2003

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

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ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, dated September 30, 2002, is from SUSAN GAYLE COOPER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH C. ANDERSON ("Assignor"), to ORANGE CAT LLC, 1099 Green Oaks Drive, Littleton, CO 80121 ("Assignee").

Assignor hereby transfers and assigns to Assignee, all right, title and interest of Assignor in and to the oil and gas leases described on Exhibit A, attached hereto and made a part hereof, and in and to the lands covered by such leases and the wells located thereon or on lands pooled or unitized therewith, whether or not described on Exhibit A; together with all interest of Assignor in and to all the property and rights incident thereto, including without limitation all rights in, to and under oil and gas production and the proceeds thereof, and all agreements, contracts, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto; and together with all personal property, fixtures and improvements located thereon, appurtenant thereto or used or obtained in connection therewith; and all other appurtenances thereunto belonging.

TO HAVE AND TO HOLD unto Assignee and his successors and assigns forever.

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the counties in which the properties are located.

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. In addition, separate assignments of the interest assigned hereby may be executed on approved forms to satisfy applicable statutory requirements. Such assignments shall be deemed to contain all of the provisions of this Assignment as though the same were set forth in full in each such separate assignment.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors, assigns, personal representatives, heirs and devisees, and is made without warranty or recourse of any kind, either express or implied. However, Assignor also hereby transfers and assigns to Assignee, 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 any interest herein transferred against Assignor's predecessors in title to such interest.

Executed as of the date first above written.

293521

RECORDED Oct. 21 2002 9:15AM
IN BOOK 123 O&G PAGE 132
FEES $ 87.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Susan Gayle Cooper
Susan Gayle Cooper, as
Personal Representative of the
Estate of Joseph C. Anderson, deceased

ACKNOWLEDGMENT

STATE OF COLORADO

County of Arapahoe

The foregoing instrument was acknowledged before me this 30th day of September, 2002, by Susan Gayle Cooper, Personal Representative of the Estate of Joseph C. Anderson, Deceased.

Witness my hand and official seal.

My commission expires:
May 3, 2003

Linnea C. Hill
Notary Public

#843970 v1

LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	BK/VOL	PAGE	GROSS ACRES	LEGAL DESCRIPTION	STATE	COUNTY
00075-U-90670-00	WYW-129147-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			120.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 20: N/2NE/4, NW/4NW/4	WY	SUBLETTE
00075-U-90800-00	WYW-130739-USA/BLM	ANDERSON, DONALD B., LTD.	12/01/1993			40.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 11: SW/4SW/4	WY	SUBLETTE
00075-U-90890-00	WYW-131925-USA/BLM	ANDERSON, DONALD B., LTD.	04/01/1994			40.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 18: SE/4NE/4	WY	SUBLETTE
00075-U-91000-00	WYW-132408-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1994			1135.0000	TOWNSHIP 28 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 8: ALL SECTION 18: S/2NE/4SE/4NE/4, SE/4SE/4NE/4, SE/4 SECTION 21: NW/4 SECTION 28: NW/4	WY	SUBLETTE
00075-U-91040-00	WYW-134472-USA/BLM	ANDERSON, DONALD B., LTD.	11/01/1994			40.0000	TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 12: NE/4SW/4	WY	SUBLETTE
00075-U-91110-00	WYW-136333-USA/BLM	ANDERSON, DONALD B., LTD.	05/01/1995			239.4100	TOWNSHIP 29 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 18: LOTS 3, 4, E/2SW/4, SW/4SE/4, TRACTS 41,42,43,53,54,55	WY	SUBLETTE
00075-U-91120-00	WYW-136334-USA/BLM	ANDERSON, DONALD B., LTD.	05/01/1995			360.0000	TOWNSHIP 29 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 20: W/2, SW/4SE/4	WY	SUBLETTE
00075-U-91150-00	WYW-136833-USA/BLM	ANDERSON, DONALD B., LTD.	07/01/1995			40.0000	TOWNSHIP 28 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 34: NW/4NE/4	WY	SUBLETTE
00075-U-91170-00	WYW-137244-USA/BLM	ANDERSON, DONALD B., LTD.	09/01/1995			1360.0000	TOWNSHIP 28 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 9: E/2NE/4 SECTION 34: ALL SECTION 35: ALL	WY	SUBLETTE
00075-U-91190-00	WYW-137785-USA/BLM	ANDERSON, DONALD B., LTD.	11/01/1995			960.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 20: S/2N/2,S/2 SECTION 21: S/2N/2,S/2	WY	SUBLETTE
00075-U-91200-00	WYW-137789-USA/BLM	ANDERSON, DONALD B., LTD.	11/01/1995			75.7000	TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 13: LOTS 4 SECTION 24: LOTS 1	WY	SUBLETTE
00075-U-91280-00	WYW-139781-USA/BLM	ANDERSON, DONALD B., LTD.	09/01/1996			80.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 18: E/2SE/4	WY	SUBLETTE
00075-U-91290-00	WYW-139782-USA/BLM	ANDERSON, DONALD B., LTD.	09/01/1996			437.5900	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 19: LOTS 2-4, NE/4NE/4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4	WY	SUBLETTE
00111-U-03000-00	WYW-129169-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			955.2000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 7: LOTS 3, 4, NE/4, S/2SE/4	WY	SUBLETTE

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LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	BK/VOL	PAGE	GROSS ACRES	LEGAL DESCRIPTION	STATE	COUNTY
							SECTION 18: LOTS 1-4, E/2, E/2W/2		
00111-U-0400-00	WYW-129170-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			1280.0000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 8: NE/4, N/2NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 SECTION 17: N/2, SE/4 SECTION 20: N/2, N/2SE/4	WY	SUBLETTE
00111-U-0500-00	WYW-129171-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			120.0000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 15: NW/4NE/4, N/2NW/4	WY	SUBLETTE
00111-U-0600-00	WYW-129172-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			998.8000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 19: LOTS 1-4, E/2E/2, NW/4NE/4, E/2W/2, SW/4SE/4 SECTION 30: N/2NE/4, SW/4NE/4, SE/4 SECTION 31: E/2W/2	WY	SUBLETTE
00111-U-0700-00	WYW-129173-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1993			1280.0000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 28: ALL SECTION 29: ALL	WY	SUBLETTE
00111-U-0800-00	WYW-130261-USA/BLM	ANDERSON, DONALD B., LTD.	09/01/1993			160.0000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 14: NW/4NE/4, NE/4NW/4, E/2SE/4 TRACT ID NUMBER: 00111-U-0800-01 --- TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 14: NW/4NE/4, NE/4NW/4, E/2 SE/4 SURFACE OF THE EARTH DOWN TO THE BASE OF THE HILLIARD SHALE TRACT ID NUMBER: 00111-U-0800-02 --- TOWNSHIP 30 NORTE, RANGE 114 WEST, 6TH P.M. SECTION 14: NW/4NE/4, NE/4NW/4, E/2SE/4 BELOW THE BASE OF THE HILLIARD SHALE	WY	SUBLETTE
00113-U-0200-00	WYW-127755-USA/BLM	ANDERSON, DONALD B., LTD.	11/01/1992			525.1700	TOWNSHIP 30 NORTE, RANGE 113 WEST, 6TH P.M. SECTION 6: LOTS 3-5, SE/4NW/4, W/2SE/4, SE/4SE/4 SECTION 12: NE/4NW/4, NW/4NW/4 (EXCL 2.20 A IN RSVR ROW WYE024404) SECTION 20: SW/4 TRACT ID NUMBER: 00113-U-0200-01 --- TOWNSHIP 30 NORTE, RANGE 113 WEST, 6TH P.M. SECTION 12: NE/4NW/4, NW/4NW/4 (EXCLUDING 2.2 ACRES IN ROW SECTION 20: SW/4 TRACT ID NUMBER: 00113-U-0200-02 --- TOWNSHIP 30 NORTE, RANGE 113 WEST, 6TH P.M. SECTION 6: LOTS 3-5, SE/4NW/4, W/2SE/4, SE/4SE/4	WY	SUBLETTE

Well involved in Federal Lease WYW-127755:
Goat Hill #44-6
Operator: Questar Exploration and Production Company
Location: SE/4 SE/4 Sec. 6, T30N, R113W

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LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	BK/VOL	PAGE	GROSS ACRES	LEGAL DESCRIPTION	STATE	COUNTY
00113-U-0300-00	WYW-129620-USA/BLM	ANDERSON, DONALD B., LTD.	07/01/1993			40.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 7: NE/4NW/4	WY	SUBLETTE
00113-U-0400-00	WYW-130251-USA/BLM	ANDERSON, DONALD B., LTD.	09/01/1993			280.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 5: N/2SE/4, SW/4SE/4 SECTION 7: NE/4	WY	SUBLETTE
00113-U-0500-00	WYW-132423-USA/BLM	ANDERSON, DONALD B., LTD.	06/01/1994	99	38	1560.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 13: N/2NE/4, SE/4NE/4 SECTION 25: ALL SECTION 26: N/2, SE/4 SECTION 35: W/2	WY	SUBLETTE
00113-U-0600-00	WYW-136564-USA/BLM	INTEGRA ENERGY LTD.	10/01/1994			459.1600	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 6: LOTS 6,7,E/2SW/4 SECTION 30: NE/4NE/4 SECTION 31: LOTS 2,3,4,E/2SW/4,SW/4SE/4	WY	SUBLETTE
00113-U-0700-00	WYW-136357-USA/BLM	ANDERSON, DONALD B., LTD.	05/01/1995			516.6700	TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 1: LOT 2, SW/4NE/4 SECTION 6: LOTS 1,2,3,4 SECTION 7: LOTS 3,4, E/2SW/4, W/2SE/4, SE/4SE/4	WY	SUBLETTE
00113-U-0800-00	WYW-138538-USA/BLM	ANDERSON, DONALD B., LTD.	04/01/1996			200.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 29: NW, NESW	WY	SUBLETTE
00113-U-0900-00	WYW-140416-USA/BLM	HANSON & STRAHN ENERGY LAND	12/01/1996			600.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 23: E/2, E/2NW/4, SW/4NW/4, SW/4 SUBLETTE COUNTY, WYOMING	WY	SUBLETTE
00113-U-1000-00	WYW-140417-USA/BLM	HANSON & STRAHN ENERGY LAND	12/01/1996			40.0000	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 23: NW/4NW/4 SUBLETTE COUNTY, WYOMING	WY	SUBLETTE
00113-U-1100-00	WYW-144151-USA/BLM	ANDERSON, DONALD B., LTD.	02/01/1998			320.0400	TOWNSHIP 30 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 2: LOTS 3, 4, S/2NW/4, SW/4	WY	SUBLETTE
00114-U-0100-00	WYW-136856-USA/BLM	ANDERSON, DONALD B., LTD.	07/01/1995			2360.0000	TOWNSHIP 30 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 13: ALL SECTION 14: E/2NE/4 SECTION 24: NE/4, NE/4NW/4 SECTION 25: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 SECTION 26: ALL SECTION 35: NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4 TRACT ID NUMBER: 00114-U-0100-01 --- TOWNSHIP 30 NORTH, RANGE 114 WEST	WY	SUBLETTE

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LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	BK/VOL	PAGE	GROSS ACRES	LEGAL DESCRIPTION	STATE	COUNTY
							SEC. 13: ALL SEC. 14: E/2 NE/4 SEC. 24: NE/4, NE/4 NW/4 SUBLETTE COUNTY, WY TRACT ID NUMBER: 00114-U-0100-02 --- TOWNSHIP 30 NORTH, RANGE 114 WEST SEC. 25: W/2NW, SENW, SW, W/2SE SEC. 26: ALL SEC. 35: NE, N/2NW, SENW, NESW, N/2SE, SESE SUBLETTE COUNTY, WY		
00115-U-0200-00	WYW-130749-USA/BLM	ANDERSON, DONALD B., LTD.	12/01/1993			1000.0000	TOWNSHIP 31 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 21: ALL SECTION 25: SW/4, NE/4SE/4 SECTION 28: NW/4NE/4, N/2NW/4, SW/4NW/4	WY	SUBLETTE
00117-U-0400-00	WYW-132053-USA/BLM	WINDWARD LIMITED LIABILITY	04/01/1994			1140.6500	TOWNSHIP 28 NORTH, RANGE 111 WEST, 6TH P.M. SECTION 1: LOTS 1-4, S/2N/2, S/2 SECTION 2: LOTS 1-4, S/2N/2 SECTION 3: LOTS 1-3, S/2NE/4, SE/4	WY	SUBLETTE
00117-U-0500-00	WYW-132054-USA/BLM	WINDWARD LIMITED LIABILITY	04/01/1994			653.1100	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 THAT PORTION OF THE GREEN RIVER RIPARIAN TO LOTS 2,4,5, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" OF THE LEASE. SECTION 22: NW/4, N/2SW/4, SE/4SW/4 SECTION 23: NE/4NW/4, NE/4SE/4, S/2SE/4 SECTION 28: THAT PORTION OF THE BED OF THE GREEN RIVER RIPARIAN TO LOT 5 OF SECTION 28, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" OF THE LEASE.	WY	SUBLETTE
00117-U-0600-00	WYW-132055-USA/BLM	WINDWARD LIMITED LIABILITY	04/01/1994			40.0000	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 2: SE/4NW/4	WY	SUBLETTE
00117-U-0700-00	WYW-132056-USA/BLM	WINDWARD LIMITED LIABILITY	04/01/1994			1538.9300	TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 7: LOTS 4-6, E/2SW/4, S/2SE/4 SECTION 19: LOTS 1-4, E/2, E/2W/2 SECTION 30: E/2 SECTION 31: E/2	WY	SUBLETTE
00126-U-0100-00	WYW-134460-USA/BLM	HANSON & STRAHN ENERGY LAND	11/01/1994			240.0000	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 30: S/2NE/4, SE/4 SUBLETTE COUNTY, WYOMING	WY	SUBLETTE
00126-U-0200-00	WYW-140418-USA/BLM	ANDERSON, DONALD B., LTD.	12/01/1996			40.0000	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 30: SE/4NW/4	WY	SUBLETTE

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LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	BK/VOL	PAGE	GROSS ACRES	LEGAL DESCRIPTION	STATE	COUNTY
00127-U-0100-00	WYW-144147-USA/BLM	ANDERSON, DONALD B., LTD.	02/01/1998			440.0000	TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 14: W/2NW/4, SE/4NW/4, S/2	WY	SUBLETTE
00135-U-0100-00	WYW-146474 USA/BLM	ANDERSON, DONALD B., LTD.	10/01/1998			960.0000	TOWNSHIP 27 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 26: ALL SECTION 27: E/2 SUBLETTE COUNTY, WYOMING	WY	SUBLETTE
00137-U-0100-00	WYW-147504	ANDERSON, DONALD B., LTD.	02/01/1999			353.6300	TOWNSHIP 30 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 15: NW/4NW/4 SECTION 17: N/2NW/4, EXCLUDING 1.37 ACRES IN RSVR ROW SECTION 20: SE/4NW/4, NE/4SW/4, W/2E/2, EXCLUDING 5.00 ACRES IN RSVR ROW SUBLETTE COUNTY, WYOMING	WY	SUBLETTE

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EWS/EnCana
Grindstone-1

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 30th day of August 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

Acknowledgment for Assignor

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 30th day of August 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.

My commission expires 1-27-04

JOAN S. LUCERO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 01/27/2004

Joan S. Lucero
Notary Public
Address:

293522

RECORDED Oct. 21 2002 9:15 AM
IN BOOK 123 O+G PAGE 138
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Otte

Acknowledgment for Assignee:

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

On this 4th day of October, 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.

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
Address:

[redacted] [redacted] [redacted]

EXHIBIT "A"

attached to and made a part of that certain Assignment of Oil and Gas Leases dated August 30, 2002 but made effective as of 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
206-004A	August 1, 2001	Grace E. Sulenta, a married woman dealing in her sole and separate property	Energy West Services, LLC	Township 33 North, Range 110 West, 6th P.M. Section 10: SW/4SE/4 Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4, NW/4SE/4	360.00	119 O&G	560	Sublette	Wyoming
206-004B	August 1, 2001	Larry W. Hubbard and Linda D. Hubbard, husband and wife	Energy West Services, LLC	Township 33 North, Range 110 West, 6th P.M. Section 10: SW/4SE/4 Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4	320.00	119 O&G	570	Sublette	Wyoming
206-004C	August 1, 2001	Wayne F. Hubbard, a single man	Energy West Services, LLC	Township 33 North, Range 110 West, 6th P.M. Section 10: SW/4SE/4 Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4	320.00	119 O&G	567	Sublette	Wyoming
206-004D	August 1, 2001	Travis J. Hubbard, a married man dealing in his sole and separate property	Energy West Services, LLC	Township 33 North, Range 110 West, 6th P.M. Section 10: SW/4SE/4 Section 15: W/2NE/4, N/2NW/4, SW/4NW/4, N/2SW/4	320.00	119 O&G	564	Sublette	Wyoming

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AFFIDAVIT AND RATIFICATION OF OIL & GAS LEASES

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Corliss Mickelson Carlson, being first duly sworn upon her oath according to law, deposes and says:

1 -

That she is a resident of Park County, Wyoming and does now reside at 2328 Bodark Cody Wy 82414;

2 -

That this affidavit concerns the following lands and real estate situated in Sublette County, Wyoming, described as follows to-wit:

293629

RECORDED Oct. 28 2002 9:05 AM
IN BOOK 123 046 PAGE 140
FEES $26.00 Myra L. Hyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Cathy Scott

TOWNSHIP 30 NORTH, RANGE 112 WEST

Section 20:	E2SE;
Section 21:	NWNE, S2NE, W2, SE;
Section 22:	NWSW;
Section 28:	W2, SE, N2SE;
Section 29:	NENE, S2NE, SE;

containing 2280.00 acres

in which said lands and real estate ("Subject Lands") Reservoir Ranch Company, Incorporated, a Wyoming corporation, did on the 12th of January, 1989, hold a 3/28ths mineral interest;

3 -

That on the 12th day of January, 1989 the aforesaid Reservoir Ranch Company, Incorporated, did duly execute and file Articles of Dissolution with the office of the Secretary of State, State of Wyoming which said articles do recite that all property and assets of the corporation had been distributed among its shareholders in accordance with their respective rights and interests; and the said fact of dissolution was on said 12th day of January, 1989 confirmed by the certificate of Kathy Karpan, Secretary of State, State of Wyoming;

4 -

And further on said date of January 12th 1989 Gordon M. Mickelson was the sole and only shareholder of Reservoir Ranch Company, Incorporated, a Wyoming corporation, and therefore by operation of law and by the said Articles of Dissolution the mineral interest above described was distributed unto him, Gordon M. Mickelson and he, Gordon M. Mickelson, did thereby become the owner of said 3/28ths mineral interest in the Subject Lands;

5 -

That attached hereto is a true and correct copy of the Articles of Dissolution hereinabove mentioned, marked as Exhibit "A" and by this reference made a part hereof.

6 -

Whereas, heretofore under date of the 21st day of April, 2001, certain oil and gas lease were made, executed and delivered by Mickelson Land Limited Partnership, Gordon M. Mickelson, General Partner as described on Exhibit "A" covering the Subject Lands and other lands.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby swear and affirm that the above statements are true and do further ratify, adopt and confirm the oil and gas leases described on Exhibit "A" insofar as they cover the Subject Lands including all of the terms and provisions contained therein and do hereby lease, demise and let said land and premises unto the said lessee described therein, his assigns and successors in interest, as fully and completely as if I had originally been named as lessor in said lease and had executed, acknowledged and delivered the same.

It being provided further that the undersigned shall not be entitled to directly receive any portion of the royalties payable under said leases but such royalties shall be paid in accordance with the terms and provisions of said oil and gas leases.

I hereby agree and declare that said oil and gas leases including all of the terms and provisions contained therein are binding and are valid and subsisting oil and gas leases and that this instrument shall be binding upon my heirs, executors, administrators, successors or assigns of the undersigned.

Corliss Mickelson Carlson

Subscribed in my presence and sworn to before me this 1 day of October, 2002

TAUNYA R. BRAA Notary Public
County of Park State of Wyoming
My Commission Expires December 11, 2005

Taunya R Braa
Notary Public
State of Wyoming
County of Park

My commission expires: December 11, 2005

EXHIBIT A

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1751.00	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	133	284198	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 22: W/2NW/4, NE/4NW/4, NE/4, N/2SE/4, NW/4SW/4
SEC. 23: NW/4, N/2SW/4, 2 ACRES IN THE NW CORNER OF NE/4
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1752.01	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	129	284196	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21:ALL
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1753.01	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	131	284197	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

80-089271 2

EXHIBIT A

FILED
JAN 12 89 2 52 2 08
WYOMING
SECRETARY OF STATE

ARTICLES OF DISSOLUTION
OF
RESERVOIR RANCH COMPANY, INCORPORATED

Pursuant to the provisions of the Wyoming Business Corporation Act the undersigned corporation adopts the following articles of dissolution for the purpose of dissolving the corporation:

FIRST: The name of the corporation is RESERVOIR RANCH COMPANY, INCORPORATED;

SECOND: A statement of intent to dissolve the corporation was filed by the Secretary of State of Wyoming on the 23rd day of December, 1988, pursuant to the provisions of the Wyoming Business Corporation Act;

THIRD: All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor;

FOURTH: All remaining property and assets of the corporation have been distributed among its shareholders, in accordance with their respective rights and interests;

FIFTH: There are no suits pending against the corporation in any court in respect of which adequate provision has not been made for the satisfaction of any debt, order or decree which may be entered against it.

DATED this 9th day of January, 1989.

RECEIVED
'89 JAN 12 A9:2
WYOMING
SECRETARY OF STATE

RESERVOIR RANCH COMPANY, INCORPORATED

By _____
Its president

and

By _____
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

I, Helen Atwood, a notary public, do hereby certify that on this 9th day of January, 1989, personally appeared before me GORDON M. MICKELSON who, being by me first duly sworn, declared that he is the president of RESERVOIR RANCH COMPANY, INCORPORATED, and that he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

(S e a l)

Helen Atwood
Notary Public

My commission
expires:
Oct 1, 1992

80-089271
ld

STATEMENT OF INTENT TO DISSOLVE
RESERVOIR RANCH COMPANY, INCORPORATED
BY WRITTEN CONSENT OF SHAREHOLDERS

FILED
DEC 23 88 2 51 PM 17493
SECRETARY OF STATE
CHEYENNE, WYOMING

TO - THE SECRETARY OF STATE OF THE STATE OF WYOMING.

Pursuant to the provisions of Section 17-1-602, Wyoming Statutes, 1977, 1987 Pamphlet, of the Wyoming Business Corporation Act, the undersigned corporation submits by the following statement of intent to dissolve the corporation upon written consent of all of its shareholders:

FIRST: The name of the corporation is RESERVOIR RANCH COMPANY, INCORPORATED;

SECOND: The names and respective addresses of its officers are:

Name	Office	Address
GORDON M. MICKELSON	President	Big Piney, Wyoming
CORLISS CARLSON	Vice President	Box 2305 Cody, Wyoming
MARGARET G. MICKELSON	Secretary and Treasurer	Big Piney, Wyoming

THIRD: The names and respective addresses of its directors are:

FILED
DEC 14 88 8 55 AM
SECRETARY OF STATE
CHEYENNE, WYOMING

Name	Address
GORDON M. MICKELSON	Big Piney, Wyoming
CORLISS CARLSON	Box 2305 Cody, Wyoming
MARGARET G. MICKELSON	Big Piney, Wyoming

FOURTH: The following written consent to dissolution of the corporation has been signed by all of the shareholders of the corporation;

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned shareholders of RESERVOIR RANCH COMPANY, INCORPORATED, duly formed, organized and existing under the laws of the State of Wyoming, DO HEREBY VOLUNTARILY DISSOLVE said RESERVOIR RANCH COMPANY, INCORPORATED.

DATED this 12 day of December, 1988.

RESERVOIR RANCH COMPANY, INCORPORATED

By Gordon Mickelson
Its president

and

By Marcia B Mickelson
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

I, Karen Hines, a notary public, DO HEREBY CERTIFY THAT on this 12th day of December, 1988, personally appeared before me GORDON M. MICKELSON, who, being by me first duly sworn, declared that he is the President of RESERVOIR RANCH COMPANY, INCORPORATED, and that he signed the foregoing document as president of the corporation and that the statements therein contained are true.

(S e a l)

Karen Hines
Notary Public

My commission expires:

Oct. 6, 1992

[redacted] [redacted] [redacted]

AFFIDAVIT AND RATIFICATION OF OIL & GAS LEASES

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

Margaret G. Mickelson, being first duly sworn upon her oath according to law, deposes and says:

1 -

That she is a resident of Sublette County, Wyoming and does now reside at 311 Mickelson Lane, Big Piney, Wyoming 83313;

2 -

That this affidavit concerns the following lands and real estate situated in Sublette County, Wyoming, described as follows to-wit:

TOWNSHIP 30 NORTH, RANGE 112 WEST

Section 20: E2SE;
Section 21: NWNE, S2NE, W2, SE;
Section 22: NWSW;
Section 28: W2, SE, N2SE;
Section 29: NENE, S2NE, SE;

293630
RECORDED Oct. 28 2002 9:05 AM
IN BOOK 123 O+G PAGE 147
FEES $26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

containing 2280.00 acres

in which said lands and real estate ("Subject Lands") Reservoir Ranch Company, Incorporated, a Wyoming corporation, did on the 12th of January, 1989, hold a 3/28ths mineral interest;

3 -

That on the 12th day of January, 1989 the aforesaid Reservoir Ranch Company, Incorporated, did duly execute and file Articles of Dissolution with the office of the Secretary of State, State of Wyoming which said articles do recite that all property and assets of the corporation had been distributed among its shareholders in accordance with their respective rights and interests; and the said fact of dissolution was on said 12th day of January, 1989 confirmed by the certificate of Kathy Karpan, Secretary of State, State of Wyoming;

4 -

And further on said date of January 12th 1989 Gordon M. Mickelson was the sole and only shareholder of Reservoir Ranch Company, Incorporated, a Wyoming corporation, and therefore by operation of law and by the said Articles of Dissolution the mineral interest above described was distributed unto him, Gordon M. Mickelson and he, Gordon M. Mickelson, did thereby become the owner of said 3/28ths mineral interest in the Subject Lands;

5 -

That attached hereto is a true and correct copy of the Articles of Dissolution hereinabove mentioned, marked as Exhibit "A" and by this reference made a part hereof.

6 -

Whereas, heretofore under date of the 21st day of April, 2001, certain oil and gas lease were made, executed and delivered by Mickelson Land Limited Partnership, Gordon M. Mickelson, General Partner as described on Exhibit "A" covering the Subject Lands and other lands.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby swear and affirm that the above statements are true and do further ratify, adopt and confirm the oil and gas leases described on Exhibit "A" insofar as they cover the Subject Lands including all of the terms and provisions contained therein and do hereby lease, demise and let said land and premises unto the said lessee described therein, his assigns and successors in interest, as fully and completely as if I had originally been named as lessor in said lease and had executed, acknowledged and delivered the same.

It being provided further that the undersigned shall not be entitled to directly receive any portion of the royalties payable under said leases but such royalties shall be paid in accordance with the terms and provisions of said oil and gas leases.

I hereby agree and declare that said oil and gas leases including all of the terms and provisions contained therein are binding and are valid and subsisting oil and gas leases and that this instrument shall be binding upon my heirs, executors, administrators, successors or assigns of the undersigned.

Margaret G. Mickelson
Margaret G. Mickelson

Subscribed in my presence and sworn to before me this 24 day of January, 2002

JOHN S. MACKEY – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 4, 2005

John S. Mackey
Notary Public
State of _____
County of _____

My commission expires: _____

EXHIBIT A

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1751.00	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	133	284198	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 22: W/2NW/4, NE/4NW/4, NE/4, N/2SE/4, NW/4SW/4
SEC. 23: NW/4, N/2SW/4, 2 ACRES IN THE NW CORNER OF NE/4
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1752.01	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	129	284196	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21:ALL
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1753.01	MICKELSON LAND LTD PARTNERSHIP, GORDON MICKELSON G.P.	GUNDRY WHITE PROPERTIES LLC	REARDON DRAW	APRIL 21, 2001	118	131	284197	SUBLETTE	WYOMING

DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4
SUBLETTE COUNTY, WY

TYPE: FEE **AGENCY ID**

80-089271 d

EXHIBIT A

FILED
JAN 12 89 2 52 2 08
WYOMING
SECRETARY OF STATE

ARTICLES OF DISSOLUTION OF RESERVOIR RANCH COMPANY, INCORPORATED

Pursuant to the provisions of the Wyoming Business Corporation Act the undersigned corporation adopts the following articles of dissolution for the purpose of dissolving the corporation:

FIRST: The name of the corporation is RESERVOIR RANCH COMPANY, INCORPORATED;

SECOND: A statement of intent to dissolve the corporation was filed by the Secretary of State of Wyoming on the 23rd day of December, 1988, pursuant to the provisions of the Wyoming Business Corporation Act;

THIRD: All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor;

FOURTH: All remaining property and assets of the corporation have been distributed among its shareholders, in accordance with their respective rights and interests;

FIFTH: There are no suits pending against the corporation in any court in respect of which adequate provision has not been made for the satisfaction of any debt, order or decree which may be entered against it.

RECEIVED
'89 JAN 17 A9:
WYOMING
SECRETARY OF STATE

DATED this 9th day of January, 1989.

RESERVOIR RANCH COMPANY, INCORPORATED

By Gordon Mickelson
Its president

and

By Margaret G. Mickelson
Its secretary

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

I, Helen Attwood, a notary public, do hereby certify that on this 9th day of January, 1989, personally appeared before me GORDON M. MICKELSON who, being by me first duly sworn, declared that he is the president of RESERVOIR RANCH COMPANY, INCORPORATED, and that he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

(S e a l)

Helen Attwood
Notary Public

My commission
expires:
Oct 1, 1992

80-089271

STATEMENT OF INTENT TO DISSOLVE RESERVOIR RANCH COMPANY, INCORPORATED BY WRITTEN CONSENT OF SHAREHOLDERS

FILED
DEC 23 '88 25 517
SECRETARY OF STATE
CHEYENNE, WYOMING

TO - THE SECRETARY OF STATE OF THE STATE OF WYOMING.

Pursuant to the provisions of Section 17-1-602, Wyoming Statutes, 1977, 1987 Pamphlet, of the Wyoming Business Corporation Act, the undersigned corporation submits by the following statement of intent to dissolve the corporation upon written consent of all of its shareholders:

FIRST: The name of the corporation is RESERVOIR RANCH COMPANY, INCORPORATED;

SECOND: The names and respective addresses of its officers are:

Name	Office	Address
GORDON M. MICKELSON	President	Big Piney, Wyoming
CORLISS CARLSON	Vice President	Box 2305 Cody, Wyoming
MARGARET G. MICKELSON	Secretary and Treasurer	Big Piney, Wyoming

THIRD: The names and respective addresses of its directors are:

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'88 DEC 14 AM 8:55
SECRETARY OF STATE

Name	Address
GORDON M. MICKELSON	Big Piney, Wyoming
CORLISS CARLSON	Box 2305 Cody, Wyoming
MARGARET G. MICKELSON	Big Piney, Wyoming

FOURTH: The following written consent to dissolution of the corporation has been signed by all of the shareholders of the corporation;

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned shareholders of RESERVOIR RANCH COMPANY, INCORPORATED, duly formed, organized and existing under the laws of the State of Wyoming, DO HEREBY VOLUNTARILY DISSOLVE said RESERVOIR RANCH COMPANY, INCORPORATED.

DATED this 12 day of December, 1988.

RESERVOIR RANCH COMPANY, INCORPORATED

By Gordon Mickelson
Its president

and

By Maxine B Mickelson
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

I, Karen Hiles, a notary public, DO HEREBY CERTIFY THAT on this 12th day of December, 1988, personally appeared before me GORDON M. MICKELSON, who, being by me first duly sworn, declared that he is the President of RESERVOIR RANCH COMPANY, INCORPORATED, and that he signed the foregoing document as president of the corporation and that the statements therein contained are true.

Karen Hiles
Notary Public

(S e a l)

My commission expires:

Oct. 6, 1992

154

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

4.138% of 8/8ths ORRI

293631

Oct. 28 02 9:05a
BOOK 193 OR6 154
FEES $14.00
SUBLETTE CO...
By Cathy Scott

hereinafter referred to as "ASSIGNEE", being a total of an undivided Four and 138/1000ths Percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The 4.138% of 8/8ths overriding royalty interest being conveyed hereby is derived as follows:

First, ASSIGNOR reserved a proportionately reduced 2.50% overriding royalty interest in an Assignment of Oil and Gas Leases, dated effective July 1, 2002, to Donald B. Anderson Ltd ("Anderson") of a 30% working interest in the oil and gas leases and lands described in Exhibit "A". The net overriding royalty interest reserved in said assignment of .75% (2.50% proportionately reduced to Anderson's 30% working interest) is hereby conveyed to ASSIGNEE burdening Anderson's 30.00% working interest.

Second, ASSIGNOR hereby conveys a 3.388% of 8/8ths net overriding royalty interest (4.84% proportionately reduced to ASSIGNOR's 70.00% working interest) in the oil and gas leases and lands described in Exhibit "A" to ASSIGNEE burdening ASSIGNOR's 70.00% working interest.

Together, the .75% overriding royalty interest burdening Anderson and the 3.388% overriding royalty interest burdening ASSIGNOR described above, total the 4.138% overriding royalty interest hereby conveyed.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

The overriding royalty interest conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) are under said lease.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A", then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any an all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed this 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 1, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1732.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 11: NE/4NE/4, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4 SEC. 12: NW/4, N/2SW/4, W/2NE/4, N/2SE/4, SE/4SE/4	117	420
1733.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 18: LOTS 1(39.68), 2(39.68), NE/4, E/2NW/4, N/2SE/4 TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 13: E/2NE/4	117	422
1735.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 17: N/2, N/2SW/4, NE/4SE/4	117	426
1775.00	Matthew D. Miller, a/k/a Mathew Daniel Miller; Robert M. Miller, Jr. and Tara L. Miller, husband and wife; Patricia M. Roberts, a/k/a Patricia Mildred Roberts; Kathleen Anne Miller; Priscilla M. Kysar, a widow; and the Estate of James M. Miller	Gundry White Properties, LLC	8/7/2001	TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 11: NW/4NE/4, N/2NW/4 SEC. 12: E/2NE/4	119	244

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

6.638% of 8/8ths ORRI

293632

Oct. 28 02 9:05a
BOOK 123 0+6 157
FEES $ 14.00
SUBLETTE C
By Cathy Suter

hereinafter referred to as "ASSIGNEE", being a total of an undivided Six and 638/1000ths Percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The 6.638% of 8/8ths overriding royalty interest being conveyed hereby is derived as follows:

First, ASSIGNOR reserved a proportionately reduced 5.00% overriding royalty interest in an Assignment of Oil and Gas Leases, dated effective July 1, 2002, to Donald B. Anderson Ltd ("Anderson") of a 30% working interest in the oil and gas leases and lands described in Exhibit "A". The net overriding royalty interest reserved in said assignment of 1.5% (5.00% proportionately reduced to Anderson's 30% working interest) is hereby conveyed to ASSIGNEE burdening Anderson's 30.00% working interest.

Second, ASSIGNOR hereby conveys a 5.138% of 8/8ths net overriding royalty interest (7.34% proportionately reduced to ASSIGNOR's 70.00% working interest) in the oil and gas leases and lands described in Exhibit "A" to ASSIGNEE burdening ASSIGNOR's 70.00% working interest.

Together, the 1.5% overriding royalty interest burdening Anderson and the 5.138% overriding royalty interest burdening ASSIGNOR described above, total the 6.638% overriding royalty interest hereby conveyed.

157

The overriding royalty interest conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) are under said lease.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A", then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any an all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed this 1st day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 1, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1723.00	USA WYW-152767	Vicki Gray Cullen	5/1/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 19: LOTS 1(39.71), 2(39.75), 3(39.79), 4(39.82), E/2, E/2W/2		

159

160

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

293633

4.85223% of 8/8ths ORRI

Oct. 28 09 9:05 A
BOOK 123 O+G 160
FEES $ 14.00
SUBLETTE
By Cathy

hereinafter referred to as "ASSIGNEE", being a total of an undivided Four and 85223/100,000ths Percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The 4.85223% of 8/8ths overriding royalty interest being conveyed hereby is derived as follows:

First, ASSIGNOR reserved a proportionately reduced 3.2143% overriding royalty interest in an Assignment of Oil and Gas Leases, dated effective July 1, 2002, to Donald B. Anderson Ltd ("Anderson") of a 30% working interest in the oil and gas leases and lands described in Exhibit "A". The net overriding royalty interest reserved in said assignment of .96429% (3.2143% proportionately reduced to Anderson's 30% working interest) is hereby conveyed to ASSIGNEE burdening Anderson's 30.00% working interest.

Second, ASSIGNOR hereby conveys a 3.88794% of 8/8ths net overriding royalty interest (5.5542% proportionately reduced to ASSIGNOR's 70.00% working interest) in the oil and gas leases and lands described in Exhibit "A" to ASSIGNEE burdening ASSIGNOR's 70.00% working interest.

Together, the .96429% overriding royalty interest burdening Anderson and the 3.88794% overriding royalty interest burdening ASSIGNOR described above, total the 4.85223% overriding royalty interest hereby conveyed.

The overriding royalty interest conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) are under said lease.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A", then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any an all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed this 1st day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 1, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1745.00	Avis Palmer, a widow	Gundry White Properties, LLC	4/10/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 17: W/2SE/4, SE/4SE/4 SEC. 20: NE/4, NW/4SE/4, E/2SE/4	118	141

1682

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

2.50% of 8/8ths ORRI

293634

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123.00 163
FEES 14.00
By Cathy Scott

hereinafter referred to as "ASSIGNEE", being a total of an undivided Two and 5/10ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

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IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 1, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1798.00	USA WYW-139399	Dorothy Ferrara	7/1/1996	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 4: LOTS 1-4, S/2N/2, S/2		
1807.00	Thomas A Gilbertson	Donald B. Anderson, Ltd	4/24/2001	TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 11: SWNW, NWSW, SESW, S2SE (less 32.386 acre tract and 2.168 acre tract) SEC. 12: S2SW, SWSE SEC. 13: W2NE, NW, N2SW SEC. 14: N2NE	119	34
1802.00	USA WYW-132054	Windward Limited Liability Company	4/1/1994	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 17: Tracts 37(2.50), 38(3.00), 39(2.29), 40(2.19), 44(2.44), 45(2.50), 46(1.10), 47(1.40), 48(2.50), 49(2.50), 50(2.90), 51(2.50), 52(2.50), 55(2.50), 56(2.50), 57(2.50), 58(2.10), SESW		
1803.00	USA WYW-136333	Donald B. Anderson, Ltd.	5/1/1995	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 18: Lots 3(39.69), 4(39.69), E2SW SWSE, Tracts 41(2.50), 42(1.51), 43(0.99), 53(2.50),54(2.50), 59(30.03)		
1804.00	USA WYW-136334	Donald B. Anderson, Ltd.	5/1/1995	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 20: W2, SWSE		
1805.00	USA WYW-130739	Donald B. Anderson, Ltd.	12/1/1993	TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 11: SWSW		
1806.00	USA WYW-144147	Donald B. Anderson, Ltd.	2/1/1998	TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 14: W2NW, SENW, S2		

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

293635

7.34% of 8/8ths ORRI

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39.00
By Cathy Scott

hereinafter referred to as "ASSIGNEE", being a total of an undivided Seven and 34/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1723.00	USA WYW-152767	Vicki Gray Cullen	5/1/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 30: LOTS 1-4, E/2, E/2W/2 SEC. 31: LOTS 1-4, E/2, E/2W/2		
1724.00	USA WYW-152768	Vicki Gray Cullen	5/1/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 29: W/2, W/2E/2 SEC. 32: W/2E/2, SE/4NE/4, W/2, NE/4SE/4		
1730.01	Evelyn Bertagnolli, a widow	Gundry White Properties, LLC	1/31/2001	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 12: SW/4SW/4 SEC. 13: LOT 3(36.64), W/2NW/4	117	583
1730.02	Flora Mae Bertagnolli, a widow	Gundry White Properties, LLC	1/31/2001	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 12: SW/4SW/4 SEC. 13: LOT 3(36.64), W/2NW/4	117	581
1731.00	Gordon W. & Beth A. Bray, H/W	Gundry White Properties, LLC	2/27/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 26: W/2SW/4, SW/4NW/4 SEC. 27: S/2NE/4, N/2SE/4, SE/4SE/4 SEC. 34: N/2NE/4, E/2NW/4	117	414
1736.02	Claudie M. Meyer & William F. Meyer	Gundry White Properties, LLC	4/23/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	118	572
1744.01	Marjorie Brawley, a widow	Gundry White Properties, LLC	2/27/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	117	416

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1744.02	Victor S. & Dorothy J. McGinnis	Gundry White Properties, LLC	2/22/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	117	418
1744.03	Mary Nell McGinnis, a/k/a Mary Nell (Hannon) McGinnis, a widow	Gundry White Properties, LLC	2/27/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	117	585
1744.06	Caroline McGinnis, Personal Rep. of the Estate of Aaron McGinnis	Gundry White Properties, LLC	6/15/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	120	384
1747.01	Beulah W. Scully, a widow	Gundry White Properties, LLC	2/15/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	125

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1747.02	George W. Johansen	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	576
1747.03	Rodger D. Johansen	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	117
1747.04	Alden L. Johansen	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	574
1747.05	Rita Nielson	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	119

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1747.06	George A.Whitman	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	570
1747.07	Clair D. Whitman	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	556
1747.08	Robert W. Whitman	Gundry White Properties, LLC	3/19/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 32: SE/4SE/4 SEC. 33: LOT 7(19.97)	118	558
1752.02	Thomas Daniel O'Neil, III	Gundry White Properties, LLC	4/25/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4 SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	118	568

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1752.03	Jay B. and Rebecca S. Downs, Trustees of the Jay B. Downs Living Trust dtd 3-5-98; Rebecca S. and Jay B. Downs as T'tees under the Rebecca S. Downs Living Trust dtd 6-5-98	Gundry White Properties, LLC	4/24/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4 SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	118	582
1796.05	Jaime Patricia Lufkin, individually as an heir of Jamie Singletary Young, deceased	Gene F. Lang and Company	1/18/2002	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 3: LOT 1(38.58) SEC. 22: S/2SE/4, NE/4SW/4, S/2SW/4 SEC. 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 34: SE/4NE/4, E/2SE/4 SEC. 35: SW/4	121 OG	566
1796.06	Jarl Nelson, individually and as an heir of Esther Nelson, deceased and Jaime Singletary Young, deceased	Gene F. Lang and Company	1/18/2002	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 3: LOT 1(38.58) SEC. 22: S/2SE/4, NE/4SW/4, S/2SW/4 SEC. 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 34: SE/4NE/4, E/2SE/4 SEC. 35: SW/4	121 OG	492

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

5.5542% of 8/8ths ORRI

293636

Oct. 28 02 9:05A
123 QtG 173
51.00
By Cathy

hereinafter referred to as "ASSIGNEE", being a total of an undivided Five and 5542/10,000ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

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IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1730.03	John Perry Barlow	Gundry White Properties, LLC	6/5/2001	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 12: SW/4SW/4 SEC. 13: LOT 3(36.64), W/2NW/4	119	209
1744.04	Laurie M. Latta, Individually as her sole and separate property and as Laurie M. Latta as Trustee of the Laurie M. Latta Revocable Trust dated January 16, 1997	Gundry White Properties, LLC	6/11/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 2(41.22), 3(34.30), 4(36.42), 5(41.98), 6(28.42), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	118	700
1744.05	William J. McGinnis III, and William J. McGinnis as Trustee of the William J. McGinnis III Revocable Trust, dated 11/4/97; William J. McGinnis, President of JF Ranch, Inc., a Wy. Corp.	Gundry White Properties, LLC	9/6/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOT 1(12.86), 2(13.30), 3(17.13), 4(27.59), 6(40), 8(16.07), A PORTION OF LOT 5 LYING OUTSIDE THE NE/4NW/4 (40.0) TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 32: SE/4SE/4 SEC. 33: LOTS 1(19.46), LOTS 2(41.22), 3(34.30), 4(36.42), 5(41.98), 6(28.42), 7(19.97), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	119	287
1745.00	Avis Palmer, a widow	Gundry White Properties, LLC	4/10/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 21: LOTS 9(20.48), 10(25.34) SEC. 29: E/2E/2 SEC. 32: NE/4NE/4	118	141

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1748.01	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 5: SW/4SW/4 SEC. 6: LOT 7(15.83), SE/4SW/4, S/2SE/4, NE/4SE/4 SEC. 7: LOT 1(15.65), NE/4NW/4, NE/4NE/4	118	127
1749.00	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 9: SE/4NE/4, NE/4SE/4 SEC. 10: S/2NW/4, S/2 SEC. 11: SW/4SW/4, S/2SE/4	118	139
1750.00	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 14: N/2NE/4, W/2NW/4, SE/4NW/4, S/2 SEC. 15: N/2NE/4, NE/4NW/4, S/2N/2, S/2	118	135
1751.00	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 22: W/2NW/4, NE/4NW/4, NE/4, N/2SE/4, NW/4SW/4 SEC. 23: NW/4, N/2SW/4, 2 ACRES IN THE NW CORNER OF NE/4	118	133
1752.01	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: ALL	118	129
1752.04	Sandra Wohrman	Gundry White Properties, LLC	4/25/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4 SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	118	584

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1752.05	William J. Kvenild	Gundry White Properties, LLC	5/16/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4	118	578
1752.06	William J. Kvenild	Gundry White Properties, LLC	5/16/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	118	580
1752.07	John Perry Barlow, Individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3/12/97	Gundry White Properties, LLC	6/5/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4	119	213
1752.08	J.R. Kvenild, aka John Robert Kvenild	Gundry White Properties, LLC	5/16/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 20: E/2SE/4 SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC. 22: NW/4SW/4	119	42
1753.01	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	118	131
1753.02	J.R. Kvenild, aka John Robert Kvenild	Gundry White Properties, LLC	5/16/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	119	40
1753.03	John Perry Barlow, Individually and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3/12/97	Gundry White Properties, LLC	6/5/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 28: N/2N/2, S/2NW/4, S/2 SEC. 29: NE/4NE/4, S/2NE/4, SE/4	119	211

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1754.00	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, A Wyoming Limited Partnership	Gundry White Properties, LLC	4/21/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 12: SE/4SW/4, SW/4SE/4 SEC. 13: W/2NE/4, NW/4 SEC. 24: E/2E/2	118	137
1762.01	William Henry Budd, Jr, aka William H. Budd, and Carolyn M. Budd, h/w	Gundry White Properties, LLC	5/8/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 6: LOTS 3(39.92), 4(16.47), 5(16.27), SE/4NW/4 TOWNSHIP 30 NORTH, RANGE 113 WEST SEC. 1: LOTS 1(39.98), 2(39.96), 3(39.90), 4(39.92) TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 31: LOTS 1(16.77), 2(16.73), 3(16.67), 4(16.63), SE/4SW/4, S/2SE/4 SEC. 32: NW/4SW/4	118	562
1762.02	Sally Louise Budd Friedrichs, aka Sally B. Friedrichs, and Donald A. Friedrichs, h/w	Gundry White Properties, LLC	5/8/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 6: LOTS 3(39.92), 4(16.47), 5(16.27), SE/4NW/4 TOWNSHIP 30 NORTH, RANGE 113 WEST SEC. 1: LOTS 1(39.98), 2(39.96), 3(39.90), 4(39.92) TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 31: LOTS 1(16.77), 2(16.73), 3(16.67), 4(16.63), SE/4SW/4, S/2SE/4 SEC. 32: NW/4SW/4	118	566
1763.01	William Henry Budd, Jr, aka William H. Budd, and Carolyn M. Budd, h/w	Gundry White Properties, LLC	5/8/2001	TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4 TOWNSHIP 31 NORTH, RANGE 113 WEST SEC. 26: SE/4SE/4 SEC. 36: A 160 ACRE DIAGONAL TRACT OF LAND OUT OF THE E/2, MORE PARTICULARLY DESCRIBED IN BOOK 11 QCD, PAGE 712	118	560

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1763.02	Sally Louise Budd Friedrichs, aka Sally B. Friedrichs, and Donald A. Friedrichs, h/w	Gundry White Properties, LLC	5/8/2001	TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4 TOWNSHIP 31 NORTH, RANGE 113 WEST SEC. 26: SE/4SE/4 SEC. 36: A 160 ACRE DIAGONAL TRACT OF LAND OUT OF THE E/2, MORE PARTICULARLY DESCRIBED IN BOOK 11 QCD, PAGE 714 and Book 12 QCD, Page 410	118	564
1767.00	Milleg Partnership, a WY Partnership, composed of the GPs of Bill M. Milleg and Sandra Milleg Trustees of the Bill M. Milleg Living Trust dtd 1-9-96; Bill M. Milleg and Sandra Milleg Trustees of the Sandra Milleg Living Trust dtd. 1-9-96; Helen M. Milleg, Trustee of the Helen M. Milleg Living Trust, dtd 1-9-96, Helen M. Milleg, Trustee of the Bill C. Milleg Living Trust, dtd 1-9-96	Gundry White Properties, LLC	5/16/2001	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 35: E/2NE/4, LESS 2.5 AC MORE OR LESS SEC. 36: N/2NE/4, N/2NW/4, SE/4NW/4, SW/4NW/4, LESS 6.446 ACRES ALSO DESCRIBED AS TRACT 1 & 2 OF MILLEG HEIGHTS SUBDIVISION	119	37

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

293637

4.84% of 8/8ths ORRI

Oct. 28 02 9:05 AM
123 ORG 180
47.00
By Cathy Scott

hereinafter referred to as "ASSIGNEE", being a total of an undivided Four and 84/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1734.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 6: PART OF E/2SE/4 LYING E AND N OF HWY 189 SEC. 7: SE/4 SEC. 8: S/2, NW/4	117	424
1735.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 16: W/2W/2, SE/4SW/4	117	426
1736.01	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 21: LOTS 3(37.13), 8(47.10), 11(44.80), 12(33.02), N/2NW/4 SEC. 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	117	428
1737.01	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 7: LOTS 1(16.42), 2(16.88), 3(17.32), 4(17.78), E/2W/2, E/2 LESS & EXCEPT ALL LANDS LYING EAST & NORTH OF THE HIGHLINE CANAL SEC. 18: LOT 2(18.98), NW/4NE/4, E/2NW/4 SEC. 19: LOT1(21.12)	118	121
1738.00	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 1: LOTS 15(39.97), 16(9.72) SEC. 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) SEC. 13: LOTS 1(46.91), 2(31.65), 5(37.52)	117	430

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EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1739.01	Rock Springs National Bank, Successor Trustee of the Fear Family Trust	Gundry White Properties, LLC	3/12/2001	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOTS 2(44.59), 3(47.51), S/2NW/4, W/2SW/4, LESS & EXCEPT ALL LANDS LYING EAST & NORTH OF THE HIGHLINE CANAL SEC. 6: LOTS 9(37.56), 10(15.94), S/2NE/4, SE/4, SE/4SW/4 TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 33: SE/4SE/4 SEC. 34: W/2SW/4 LESS & EXCEPT ALL LANDS LYING EAST & NORTH OF THE HIGHLINE CANAL	118	123
1775.00	Matthew D. Miller, a/k/a Mathew Daniel Miller; Robert M. Miller, Jr. and Tara L. Miller, husband and wife; Patricia M. Roberts, a/k/a Patricia Mildred Roberts; Kathleen Anne Miller; Priscilla M. Kysar, a widow; and the Estate of James M. Miller	Gundry White Properties, LLC	8/7/2001	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 6: LOTS 6(39.67), 7(39.87), E/2SW/4, SE/4 EXCEPT 24 ACRES IN E/2SE/4 BEING THAT PART EASTERLY & NORTHERLY OF HWY 189 SEC. 7: LOTS 1(39.92), 2(39.86), 3(39.78), 4(39.71), E/2W/2, NE/4 TOWNSHIP 29 NORTH, RANGE 112 WEST SEC. 1: LOTS 2(39.54), 3(39.24), 4(38.93), SW/4NE/4, S/2NW/4, S/2 SEC. 2: LOTS 1(38.58), 2(38.19), 3(37.79), 4(37.40), S/2N/2, S/2 SEC. 3: LOTS 1(38.84), 2(36.14), 3(35.42), 4(34.72), S/2N/2, S/2 SEC. 4: LOTS 1(34.44), 2(34.61), 3(34.77), 4(34.94), S/2N/2, S/2 SEC. 5: LOT 1(35.33), SE/4NE/4, E/2SE/4, SW/4SE/4 SEC. 7: S/2NE/4, SE/4SW/4, SE/4 SEC. 8: NE/4, W/2NW/4, S/2 SEC. 9: N/2, N/2S/2, SW/4SW/4, SE/4SE/4 SEC. 10: N/2NE/4, NW/4, N/2SW/4 SEC. 17: NW/4NW/4 SEC. 18: N/2NE/4, SW/4NE/4 TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 32: SE/4SE/4 SEC. 33: S/2 SEC. 34: S/2NE/4, S/2 SEC. 35: W/2NE/4, W/2, SE/4 SEC. 36: SW/4, W/2SE/4	119	244

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1736.08	Berco Resources, LLC	Berco Resources, LLC	6/12/2002	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	122	214
1796.08	Berco Resources, LLC	Berco Resources, LLC	6/12/2002	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 3: LOT 1(38.58) SEC. 22: S/2SE/4, NE/4SW/4, S/2SW/4 SEC. 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 34: SE/4NE/4, E/2SE/4 SEC. 35: SW/4	122	212

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

3.3333% of 8/8ths ORRI

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14.00

hereinafter referred to as "ASSIGNEE", being a total of an undivided Three and 3333/10,000ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

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IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd

Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1796.07	Gary Nelson, individually and as an heir of Esther Young and Jaime Singletary Young	Gene F. Lang and Company	5/15/2002	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 3: LOT 1(38.58) SEC. 22: S/2SE/4, NE/4SW/4, S/2SW/4 SEC. 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SEC. 34: SE/4NE/4, E/2SE/4 SEC. 35: SW/4	121 OG	646
1784.00	USA WYW-139400	Ellen W. Norton	7/1/1996	TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 10: N/2 SECTION 25: S/2		

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

3.00% of 8/8ths ORRI

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hereinafter referred to as "ASSIGNEE", being a total of an undivided Three percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd

Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1736.03	Fred W. Marble, Jr. and Catherine C. Marble, individually and as husband and wife	Gene F. Lang and Company	4/6/2002	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	121 OG	574
1736.04	Gary Ross, individually, 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 and Company	4/1/2002	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	121 OG	571
1736.05	Bonnie Edwards individually, and as a devisee under the Last Will and Testament of Geraldine C. Ross, Deceased, and Steven Edwards, wife and husband	Gene F. Lang and Company	4/1/2002	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	121 OG	577
1736.06	Wendy Cardone, a married woman dealing in her sole and separate property and as devisee of under the last will and testament of Geraldine C. Ross, deceased	Gene F. Lang and Company	4/1/2002	TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 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	121 OG	568

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

2.25% of 8/8ths ORRI

293640

Oct. 28 02 9:00a
123 DHG (19)
14.00
By Cathy Smith

hereinafter referred to as "ASSIGNEE", being a total of an undivided Two and 25/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 15th day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1795.00	USA WYW-138175	Maurice W. Brown	2/1/1996	TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 3: SW/4 SEC. 22: ALL SEC. 27: ALL		

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

2.00% of 8/8ths ORRI

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14.00
By Cathy Smith

hereinafter referred to as "ASSIGNEE", being a total of an undivided Two percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 1st day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1776.00	State of Wyoming #00-621	R. C. Michael Company, Inc.	10/2/2000	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 28: S/2NE/4		

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

1.00% of 8/8ths ORRI

293642

Oct. 28 2002 9:25a
123 P+G
1428

hereinafter referred to as "ASSIGNEE", being a total of an undivided One percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

197

IN WITNESS WHEREOF, THIS Assignment is executed the 1st day of October 2002, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on October 23, 2002 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

BERCO LSE #	LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	BOOK	PAGE
1760.00	State of Wyoming #00-620	Gundry White Properties, LLC	10/2/2000	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 16: ALL		

199

200

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, CONTEX ENERGY COMPANY, with offices at 1645 Court Place, Denver, Colorado 80202-4504, for a good and valid consideration does hereby release, relinquish, quit-claim and surrender to the Lessor, its heirs, assigns and legal representatives, all of its right, title and interest, including the release and waiver of the right of homestead, in and to that certain oil and gas mining lease(s), set forth below:

Lessor:	Jay B. Downs & Rebecca Sue Downs
Lessee:	Contex Energy Company
Date:	March 25, 1994
Recorded:	Book 96, Page 365
Description:	Township 30 North, Range 112 West 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
Lessor:	C.R. O'Neil
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 388
Description:	Township 30 North, Range 112 West 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 Sublette County, Wyoming
Lessor:	Miriam Jenkins Bailey, f/k/a Miriam Jenkins Barlow
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 371
Description:	Township 30 North, Range 112 West 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 Sublette County, Wyoming
Lessor:	C.R. O'Neil
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 374
Description:	Township 30 North, Range 112 West Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
Lessor:	Miriam Jenkins Bailey, f/k/a Miriam Jenkins Barlow
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 376
Description:	Township 30 North, Range 112 West Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming
Lessor:	John Perry Barlow
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 576
Description:	Township 30 North, Range 112 West Section 29: NE/4NE/4, S/2NE/4, SE/4 Sublette County, Wyoming

293643

RECORDED Oct. 28 2002 9:05 AM
IN BOOK 123 046 PAGE 200
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

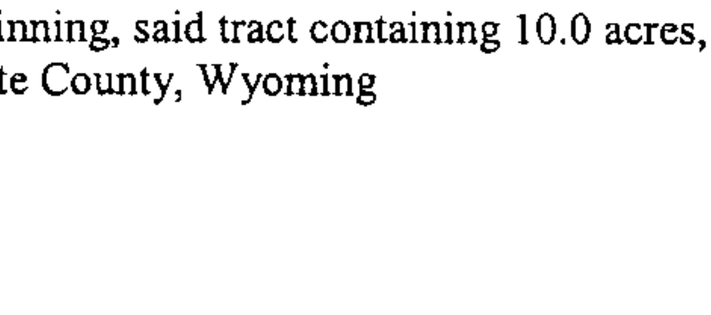
Lessor:	Gordon M. & Margaret G. Mickelson, Corliss Mickelson Carlson, Individually and as stockholders of Reservoir Ranch Company
Lessee:	Contex Energy Company
Date:	March 25, 1994
Recorded:	Book 96, Page 448
Description:	Township 30 North, Range 112 West Section 20: E/2SE/4 Section 21: NW/4NE/4, S/2NE/4, 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

Lessor:	John Perry Barlow
Lessee:	Contex Energy Company
Date:	March 23, 1994
Recorded:	Book 96, Page 578
Description:	Township 30 North, Range 112 West 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 Sublette County, Wyoming

Lessor:	Alsade Minerals Limited Partnership
Lessee:	Contex Energy Company
Date:	December 10, 1994
Recorded:	Book 100, Page 101
Description:	Township 30 North, Range 112 West Section 4: SW/4 Section 5: NE/4SE/4, S/2SE/4 Section 8: NE/4NE/4 Section 22: SE/4NW/4, NE/4SW/4, S/2S/2 Section 27: N/2NE/4 Township 31 North, Range 112 West Section 32: A tract of land in the SE/4 described as: Beginning at a point N 59°41'E, 1211.32 ft from the S quarter corner of Section 32; thence N 0°13'30"E, 444.93 ft; thence N 78°31'E, 862.54 ft; thence S 1°48'E, 572.23 ft; thence S 87°3'W, 866.06 ft to the point of beginning, said tract containing 10.0 acres, more or less Sublette County, Wyoming

Executed this 21st day of October, 2002.

CONTEX ENERGY COMPANY



201

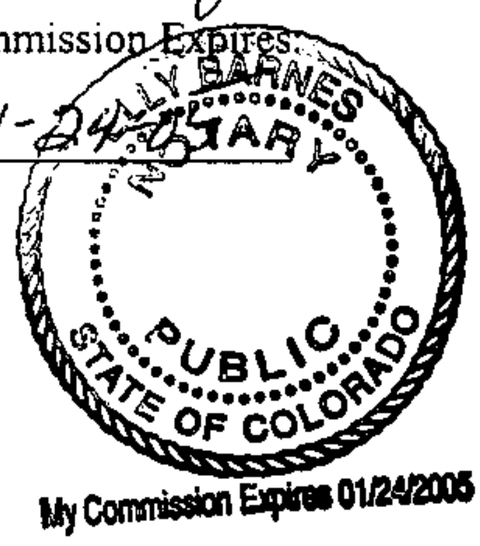
202

STATE OF COLORADO)
)
COUNTY OF DENVER)

This instrument was acknowledged before me on October 21, 2002 by Gary Butler President of Cortez Energy Company on behalf of said Company.

My Commission Expires:
1-24-05

Notary Public
State of Colorado



Form 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-136357

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)* INFINITY OIL & GAS OF WYOMING, INC.
   Street 950 17th Street, Suite 800
   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 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
INSOFAR AS AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LANDS: Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 1 (37.52 acres), 2 (38.22 acres), 3 (38.94 acres), 4 (43.18 acres) from surface of the earth down to 150 feet below the base of the Hilliard Sandstone as defined in the Riley Ridge Federal #1-5 Well located in the NE/4 of Section 5, T29N, R114W containing 157.86 acres, more or less Sublette County, Wyoming	100%	100%	0%	2%	5%

293644

RECORDED Oct. 28 2002 9:16 AM
IN BOOK 123 O+G PAGE 203
FEES $ 14.00 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)

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 (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 18th day of October 2002

Name of Transferor: Donald B. Anderson Ltd.

Transferor

or

Attorney-in-fact: Linnea C. Hill

(Signature) Linnea C. Hill, Attorney-in-fact

6300 S. Syracuse Way, Suite 470
(Transferor's Address)

Englewood (City) Colorado (State) 80211 (Zip Code)

Executed this 22nd day of October 2002

Transferee: Infinity Oil & Gas of Wyoming, Inc.

Transferee

or

Attorney-in-fact

John S. Long, Land Manager (Signature)

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, 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]

ACKNOWLEDGMENTS

STATE OF COLORADO

County of Arapahoe

The foregoing instrument was acknowledged before me this 18th day of October, 2002, by Linnea C. Hill, Attorney-in-fact for Donald B. Anderson Ltd., a New Mexico general partnership.

Witness my hand and official seal.

My commission expires:
My Commission Expires
08/05/2006

Notary Public

SHARON K. SIMMONS NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado

County of Denver

The foregoing instrument was acknowledged before me this 22nd day of October, 2002, by John S. Long, Attorney-in-fact for Infinity Oil & Gas of Wyoming, Inc., a Wyoming Corporation.

Witness my hand and official seal.

My commission expires:
Dec 4, 2004

Notary Public

LIBBY A. BELAIR NOTARY PUBLIC STATE OF COLORADO

206

75750-000
Meadow Canyon

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-144154

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)* EOG Resources, Inc.
   Street 600 Seventeenth Street, Suite 1100N
   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 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 113 West 6th P.M. Section 5: W/2SW/4 From the surface of the earth down to the stratigraphic equivalent of 3174 feet, being total depth drilled in the Kayla 1-5 well located in the SW/4NW/4 of Section 5-T31N-R113W, Sublette County, Wyoming.	83.33%	62.50%	20.83%	-0-	Of Record
From the stratigraphic equivalent of 3174 feet, being total depth drilled in the Kayla 1-5 well to the stratigraphic equivalent of the base of the Baxter formation as found in the Davis Oil #1 Aspen Ridge Unit well at 14,020' located in the SW/4SW/4 of Section 22, 32N-113W, Sublette County, Wyoming.	33.33%	25.00%	8.33%	-0-	Of Record
Section 8: NW/4 From the surface to the stratigraphic equivalent of the base of the Baxter formation as found in the Davis Oil #1 Aspen Ridge Unit well at 14,020' located in the SW/4SW/4 of Section 22, 32N-113W, Sublette County, Wyoming.	33.33%	25.00%	8.33%	-0-	Of Record

293645

Containing 240.00 acres, more or less
Sublette County, Wyoming

This Assignment of Transfer of Operating Rights is subject to the terms and conditions of that certain unrecorded Farmout Agreement dated August 1, 2002, as amended, by and between Assignor and Assignee.

RECORDED Oct. 28 2002 9:15a M
IN BOOK 123046 PAGE 206
FEES $ 14.00 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)

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15TH day of October, XXX 2002

Seneca Resources Corporation
Name of Transferor
Please type or print

Transferor B.McMahan
Barry McMahan
XXX Sr. Vice President
Attorney-in-fact

1201 Louisiana, Suite 400
(Transferor's Address)

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

Executed this 10th day of OCTOBER XXX 2002

EOG Resources, Inc.
Transferee

or SLP
Attorney-in-fact (Signature)
J. Michael Schween
Agent and Attorney-In-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 10th day of October 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)
) §
C0UNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on the 15th day of October 2002, personally appeared Barry McMahan, Sr. Vice President of Seneca Resources Corporation, 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.

Notary Public, State of Texas

My Commission Expires:

Oct. 23, 2004

LINDA H. HARRIS
Notary Public, State of Texas
My Commission Expires
October 23, 2004

75889-000

Meadow Canyon

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-129160

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)* EOG Resources, Inc.
   Street 600 Seventeenth Street, Suite 1100N
   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 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 113 West 6th P.M. Section 6: Lots 2-7, SW/4NE/4, SE/4NW/4, E/2SW/4, SE/4 Containing 562.51 acres, more or less Sublette County, Wyoming This Assignment of Transfer of Operating Rights is subject to the terms and conditions of that certain unrecorded Farmout Agreement dated August 1, 2002, as amended, by and between Assignor and Assignee. This Assignment is limited only to depths from the surface to the stratigraphic equivalent of the base of the Baxter formation as found in the Davis Oil #1 Aspen Ridge Unit well at 14,020' located in the SW/4SW/4 of Section 22, 32N-113W, Sublette County, Wyoming.	33.33%	25.00%	8.33%	-0-	Of Record

293646

RECORDED Oct 28 2002 9:15 a M
IN BOOK 123 046 PAGE 209
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of October XX 2002

Name of Transferor: Seneca Resources Corporation
Please type or print

Transferor: B. McMahan
XXX Barry McMahan
Attorney-in-fact Sr. Vice President

1201 Louisiana, Suite 400
(Transferor's Address)

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

Executed this 10th day of OCTOBER XX 2002

EOG Resources, Inc.

Transferee: [signature]
(Signature)
or SFP
Attorney-in-fact J. Michael Schween
Agent and 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 (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this 10th day of October 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)
) §
C0UNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on the 15th day of October 2002, personally appeared Barry McMahan, Sr. Vice President of Seneca Resources Corporation, 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.

Notary Public, State of Texas

My Commission Expires:

Oct. 23, 2004

LINDA H. HARRIS
Notary Public, State of Texas
My Commission Expires
October 23, 2004

UT 20053 75760-000
DJ Meadow Canyon

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.: WYW-144160
Lease Effective Date (Anniversary Date): February 1, 1998
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 32 North, Range 113 West, 6th P.M. Section 22: All Section 27: E1/2NE1/4, W1/2, SE1/4 Section 34: NE1/4 Containing 1,360.00 acres, more or less Sublette County, Wyoming 293669	100.00%	100.00%	None	None	None

RECORDED Oct. 30 2002 8:20AM
IN BOOK 123 OLG PAGE 219
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

EOG LAND ADM
BY:
SEP 30 1998
FILE #
TAB:

DEC 10 1998
FILE FORM RECEIPT

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 JUL 01 1998

By /s/ Mary J. Rugwell
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

SEP 25 1998
(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.

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 1998

Assignee Enron Oil & Gas Company
or
Attorney-in-fact Andrew C. Morris ~~Agent and Attorney-in-Fact~~
(Signature)

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

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

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

214

DJ 20054 75761-000 Meadow Canyon

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-144161

Lease Effective Date
(Anniversary Date)
February 1, 1998

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 32 North, Range 113 West, 6th P.M. Section 23: N1/2 Containing 320.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293670

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 1230+6 PAGE 814
FEES $ 11.00 COUNTY CLERK 1998
SUBLETTE COUNTY PINEDALE WYOMING RECEIPT

BOG LAND ADM
BY:
SEP 30 1998
FILE #
TAB:

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 JUL 01 1998

By /s/ Mary J. Rugwell
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER SEP 25 1998
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor [signature]
(Signature)
or
Attorney-in-fact No Attest Required
(Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 13th day of May, 1998

Enron Oil & Gas Company

Assignee [signature]
(Signature)
or
Attorney-in-fact Andrew C. Morris
Agent and Attorney-in-Fact
(Signature)

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

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

*U.S GPO 1997 573-004/41047

216

D9. 0055 75762-0110
Whiskey Canyon

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-144162

Lease Effective Date
(Anniversary Date)
February 1, 1998

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 32 North, Range 113 West, 6th P.M. Section 27: W1/2NE1/4 Containing 80.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293671

RECORDED Oct. 30 AD 8:20 AM
IN BOOK 123 OF 6 PAGE 216
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swaby

BLM LAND ADM
DEC 10 1998
RECEIPT

SDG LAND ADM
BY:
SEP 30 1998
FILE #
TAB:

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE · NOTARY PUBLIC · COUNTY OF LARAMIE STATE OF WYOMING · MY COMMISSION EXPIRES AUG. 10, 1999

Notary Public

Address: Cheyenne, Wyoming

My Commission Expires: _____

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Assignee Enron Oil & Gas Company
(Signature)
or
Attorney-in-fact Andrew C. Morris, Agent and Attorney-in-Fact (Signature)

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

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

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

218

DJ 20056
DJ -

75763 000
Meadow Canyon

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-144163
Lease Effective Date (Anniversary Date)
February 1, 1998
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 32 North, Range 113 West, 6th P.M. Section 29: All Containing 640.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293672
RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 O&G PAGE 218
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton
BOG LAND ADM
DEC 10 1998
FILE ROOM RECEIPT

BOG LAND ADM
BY
SEP 30 1998
FILE #
TAB:

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE — NOTARY PUBLIC — COUNTY OF LARAMIE — MY COMMISSION EXPIRES 1999

Notary Public

My Commission Expires: 8-10-99

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Assignee Enron Oil & Gas Company

(Signature)

or

Attorney-in-fact Andrew C. Morris
Agent and Attorney-in-Fact

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

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

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

19988

75764-000
Meadow Canyon

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-144164

Lease Effective Date
(Anniversary Date)
February 1, 1998

New Serial No.

EOG LAND ADM

BY:

Type or print plainly in ink and sign in ink.

SEP 30 1998

FILE #
TAB:

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 32 North, Range 113 West, 6th P.M. Section 32: All Containing 640.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293673

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 016 PAGE 220
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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 JUL 01 1998

/s/ Mary J. Rugwell
By
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn R Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 1998

Assignee Enron Oil & Gas Company
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

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

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

19989

15769-OSD
Muddy Canyon

Form 3000-3
(January 1996)

BUREAU OF LAND MANAGEMENT
98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: WYW-144169
Lease Effective Date (Anniversary Date): February 1, 1998
New Serial No.:

EOG LAND ADM
BY:

Type or print plainly in ink and sign in ink.

SEP 30 1998

FILE #:
TAB:

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 114 West, 6th P.M. Section 1: Lots 1(40.18), 2(40.52), 3(40.88), 4(41.22), S1/2N1/2, S1/2 Section 2: Lots 2(41.92), 3(42.28), 4(42.62), S1/2N1/2, E1/2SW1/4, SE1/4 Containing 1,169.62 acres, more or less Sublette County, Wyoming 293674	100.00%	100.00%	None	None	None

RECORDED Oct. 30 2002 8:20AM
IN BOOK 1230+G PAGE 222
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Coates

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

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 JUL 01 1998

/s/ Mary J. Rugwell

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER — SEP 25 1998
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN P DRAKE · NOTARY PUBLIC · COUNTY OF ALBANY STATE OF WYOMING EXPIRES AUG. 10, 1999

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Enron Oil & Gas Company

Assignee _____ (Signature)
or
Attorney-in-fact Andrew C. Morris Agent and Attorney-in-Fact (Signature)

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

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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Meadow Canyon

BUREAU OF LAND MANAGEMENT
98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.	WYW-144172
Lease Effective Date (Anniversary Date)	February 1, 1998
New Serial No.	EOG LAND ADM
BY:	

Type or print plainly in ink and sign in ink.

SEP 30 1998

FILE #
TAB:

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 114 West, 6th P.M. Section 24: N1/2NE1/4, SW1/4SE1/4 Containing 120.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293675

RECORDED Oct. 30 20 02 8:20 AM
IN BOOK 123 OTG PAGE 224
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Gen

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

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 JUL 01 1998

/s/ Mary J. Rugwell

By _____
(Authorized Officer)

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

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

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.

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

Executed this 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc. (Please type or print)

Assignor Marc Rdal (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 13th day of May, 19 98

Assignee Enron Oil & Gas Company

or

Attorney-in-fact Andrew C. Morris (Signature) Agent and Attorney-in-Fact

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

226

19990

75 171-000
Meadow Canyon

Form 3000-3
(January 1996)

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: WYW-144171
Lease Effective Date (Anniversary Date): February 1, 1998
New Serial No.: EOG LAND ADM
BY:

Type or print plainly in ink and sign in ink.

SEP 30 1998
FILE #

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 114 West, 6th P.M. Section 12: E1/2 Containing 320.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293676

RECORDED Oct. 30 A.D. 98 8:20 AM
IN BOOK 193 046 PAGE 226
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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 JUL 01 1998

/s/ Mary J. Rugwell

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Assignee Enron Oil & Gas Company
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

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

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

228

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated October 30, 2000, from Bonney Eken, aka Bonney Beecher Eken, aka Bonney Eken Prentice, and Leslie A. Prentice, her husband, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 116 O&G, Page 682 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 114 West, 6th P.M.
Section 23: W1/2SE1/4, SE1/4SE1/4
Section 24: SW1/4
Section 25: N1/2NW1/4, SW1/4NW1/4
Section 26: NE1/4

and containing 560.00 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED and effective this 1st day of May, 2001.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

293677

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 O&G PAGE 228
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 1st day of May, A.D. 2001, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of May, A.D. 2001.

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

My Commission Expires:

Peggy J. Lopez
Notary Public

Address: Cheyenne, Wyoming

Meadow Canyon 3075775004

19992

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 SEP -8 AM 9:03

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-144669

Lease Effective Date
(Anniversary Date)
April 1, 1998

New Serial No.
EOG LAND ADM

BY:

15787-000

Type or print plainly in ink and sign in ink.

SEP 30 1998

TLE #

S.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street PO Box 4362
   City, State, ZIP Code Houtson, 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 15: NE1/4SE1/4 Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293678

RECORDED Oct. 30 @ 8:20 AM
IN BOOK 123 MG PAGE 229
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

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 OCT 01 1998

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

/s/ Mary J. Rugwell

By _____
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

229

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees (if

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of April, A.D. 1998, 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 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 2nd day of April, A.D. 1998.

Notary Public

LYNN E. DRAKE — NOTARY PUBLIC — COUNTY OF LARAMIE — STATE OF WYOMING — MY COMMISSION EXPIRES AUG. 10, 1999

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 2nd day of April, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
(Please type or print)

Assignor Marc Randal Strahn President
(Signature)
or
Attorney-in-fact No Attest Required
(Signature)

PO Box 3020
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 27th day of Aug, 19 98

Enron Oil & Gas Company

Assignee
(Signature)
or
Attorney-in-fact
(Signature)
R.H. Leffingwell
Agent and Attorney-in-Fact

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

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

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

19994

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 SEP -8 AM 9:00

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-144670

Lease Effective Date (Anniversary Date): April 1, 1998

New Serial No.:

EOG LAND ADM
BY:

SEP 3 0 1998

FILE #
TAB:

15 789-000

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street PO 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 32 North, Range 113 West, 6th P.M. Section 30: Lots 1(40.50), 2(40.47), 3(40.44), 4(40.42), E1/2W1/2 Containing 321.83 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293679

RECORDED Oct. 30 2002 8:30 AM
IN BOOK 123 O+G PAGE 231
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Burton

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

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 OCT 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

231

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

My Commission Expires: _____ Address: Cheyenne, Wyoming

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of April, A.D. 1998, 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 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 27th day of July, A.D. 1998.

Notary Public

JOANN E. DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
COMMISSION EXPIRES AUG. 10, 1999

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 2nd day of April, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor _____ President
(Signature)
or
Attorney-in-fact No Attest Required
(Signature)

PO Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 27th day of July, 19 98

Enron Oil & Gas Company

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

R.H. Leffingwell
Agent and Attorney-in-Fact

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

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

1998

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
98 SEP -8 AM 9:00

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-144671
Lease Effective Date (Anniversary Date)	April 1, 1998
New Serial No.	

75787.00

EOG LAND ADM

Type or print plainly in ink and sign in ink.

BY: _____

PART A: ASSIGNMENT

SEP 8 8 '998

1. Assignee* Enron Oil & Gas Company
   Street PO Box 4362
   City, State, ZIP Code Houston, TX 77210-4362

FILE # _____
TAB: _____

*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 31: Lots 1(40.39), 2(40.36), 3(40.34), 4(40.31), E1/2W1/2 Containing 321.40 acres, more or less Sublette County, Wyoming **293680**	100.00%	100.00%	None	None	None

RECORDED Oct. 30 2002 8:20AM
IN BOOK 123 Or 6 PAGE 233
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Peters

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

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 OCT 01 1998

By /s/ Mary J. Rugwell
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

233

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of April, A.D. 19 98, 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 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 2nd day of April, A.D. 19 98.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

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.

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

Executed this 2nd day of April, 19 98

Name of Assignor as shown on current lease: Hanson & Strahn, Inc.
Please type or print

Assignor _____ (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 27th day of May, 1998

Enron Oil & Gas Company

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)
R.H. Lettingwell
Agent and Attorney-in-Fact

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

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

ASSIGNMENT OF
OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED this 18th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

293681

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 OG PAGE 235
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

On this 18th day of November, A.D. 1998, 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 18th day of November, A.D. 1998.

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

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Patti C. Edwards, aka Patti Louise Covey Edwards, a married woman dealing in her sole and separate property	Loma Energy Corp.	Township 33 North, Range 113 West, 6th P.M. 5: SW1/4, W1/2SE1/4 6: Lots 6(37.43), 7(38.05), E1/2SW1/4, SE1/4 7: Lot 1(38.39), NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4 8: W1/2NE1/4, SE1/4NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4 9: SW1/4NW1/4, N1/2SW1/4 Township 33 North, Range 114 West, 6th P.M. 1: SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4 12: E1/2NE1/4, SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4 Township 34 North, Range 114 West, 6th P.M. 26: W1/2SW1/4	Sublette County	Wyoming	7-8-98	7-8-98	109/499 11-10-98

236

[redacted] [redacted] [redacted]

*# 75858-000

D12 19233
HB

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)

Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Nadine Caraway
00 75858-000

Lease Serial No.
WYW-146483

Lease Effective Date
(Anniversary Date)
October 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 4362
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 14: W1/2SE1/4, SE1/4SE1/4 Section 24: NW1/4, N1/2SW1/4 Containing 360.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293682

RECORDED Oct. 30 2000 8:30 AM
IN BOOK 123 OG PAGE 237
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By

EOG LAND ADM
JAN 01 2000
FILE ROOM RECEIPT

RECEIVED
BUREAU OF LAND MANAGEMENT
99 JUN -8 AM 9:00

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 JUL 01 1999

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

75858-000

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

LAND LAW EXAMINER
(Title)

NOV 12 1999
(Date)

FOR ASSIGNEE

237

BY: EOG LAND ADM

NOV 2 2 1999

FILE # 15858-000

TAB: #5 of 7

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 16th day of October, A.D. 1998, 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 16th day of October, A.D. 1998.

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

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

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

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

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

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

Executed this 16th day of October ,19 98 Executed this 2nd day of June ,19 99

Name of Assignor as shown on current lease Hanson & Strahn, Inc. Enron Oil & Gas Company

Assignor (Please type or print) Marc Randal Strahn President
or
Attorney-in-fact No Attest Required

Assignee
or
Attorney-in-Fact R.H. Lofingwell Agent and Attorney-in-Fact

P.O. Box 3020
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

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

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

*U.S. GPO: 1992-774-017 / 67022

E #75859-000

p 12 1923
H3

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)

Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Meadow Canyon
002 5859-000

Lease Serial No.
WYW-146488

Lease Effective Date
(Anniversary Date)
October 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 4362
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 32 North, Range 114 West, 6th P.M. Section 12: Lots 1(17.44), 2(17.13), S1/2NE1/4, N1/2SE1/4, SE1/4SE1/4 Containing 234.57 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293683

RECORDED Oct. 30 2000 8:20AM
IN BOOK 123 046 PAGE 239
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stan

EOG LAND ADM
JAN 0 1 2000
LE ROOM RECEIPT

99 JUN -8 AM 9:00
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
RECEIVED

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 JUL 01 1999

By [illegible]
(Authorized Officer)

75859-000

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

LAND LAW EXAMINER (Title) NOV 12 1999 (Date)

FOR ASSIGNEE

239

240

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.

BY: EOG LAND ADM

NOV 2 2 1999

FILE # 75859-000
TAB: Assgnmt

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 16th day of October, A.D. 1998, 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 16th day of October, A.D. 1998.

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

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

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

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

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

Executed this 16th day of October ,19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor or Attorney-in-fact Marc Randal Strahn President (Please type or print) No Attest Required

P.O. Box 3020
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 2nd day of June ,19 99

Assignee or Attorney-in-Fact Enron Oil & Gas Company

R.H. Lehnguist
Agent and Attorney-in-Fact

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

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*U.S. GPO: 1992-774-017 / 67022

D12 19236
HB

1 PAY

Form 3000-3
(January 1996)

99 JUN 23 AM 9:00

CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)

Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

75963.000

Lease Serial No.
WYW-146486

Lease Effective Date (Anniversary Date)
October 1, 1998

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 4362
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 25: All Section 26: All Section 27: All Section 35: All Containing 2,560.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293684

RECORDED Oct 30 2002 8:20 AM
IN BOOK 1230 PAGE 241
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

EOG LAND ADM
JAN 0 1 2000
FILE ROOM RECEIPT

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 JUL 01 2000

By _____
(Authorized Officer)

75963.000

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

LAND LAW EXAMINER NOV 20 2000
(Title) (Date)

FOR ASSIGNEE

241

242

BY: ~~MB~~

DEC 0 1 1999

FILE # 75862-000

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 16th day of October, A.D. 1998, 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 16th day of October, A.D. 1998.

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

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

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

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

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

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

Executed this 16th day of October ,19 98 Executed this 23rd day of June ,19 99

Name of Assignor as shown on current lease Hanson & Strahn, Inc. Enron Oil & Gas Company
Please type or print

Assignor or Attorney-in-fact Marc Randal Strahn President
No Attest Required

Assignee or Attorney-in-Fact

P.O. Box 3020
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

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

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*U.S. GPO: 1992-774-017 / 67022

[redacted] [redacted] [redacted]

011 1718-C
HD

Form 3000-3
(January 1996)

99 Jun 8

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-129160

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
City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 4362
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 06: Lots 1(40.12), 2(40.09), 3(40.05), 4(40.38), 5(40.52), 6(40.66), 7(40.81), S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 Section 13: S1/2SE1/4 Section 28: SW1/4SW1/4 Section 34: W1/2SE1/4, SE1/4SE1/4 Containing 882.63 acres, more or less Sublette County, Wyoming Subject to the terms and conditions of that certain Letter Agreement dated March 11, 1999 by and between Hanson & Strahn, Inc. and Bonnie J. Brown.	100.00%	100.00%	None	None	7.5%

293685

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 OG PAGE 243
FEES $6.00 LAND ADM
SUBLETTE COUNTY CLERK
NOV 10 1999
WYOMING
FILE ROOM RECEIPT

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 JUL 1 1999

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

By /s/ THERESA M. STEVENS (Authorized Officer)

LAND LAW EXAMINER (Title)

OCT 13 1999 (Date)

75889-000 Assmt

Nadine Cargo
75889-000

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 29 day of March, A.D. 1999, 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 27 day of March, A.D. 1999.

MARGARET A. O'DONNELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 19, 2002

Margaret A. O'Donnell
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 interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, If this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State If this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 29th day of March ,19 99

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor Marc Randal Strahn
President
or
Attorney-in-fact No Attest Required

(Assignor's Address) PO Box 3020
Cheyenne WY 82003
(City) (State) (Zip Code)

Executed this 2nd day of June ,19 99

Enron Oil & Gas Company

Assignee
or
Attorney-In-Fact R.H. Lemingwell
Agent and Attorney-In-Fact

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

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

*U.S. GPO: 1992-774-017 / 67022

*U.S. GPO: 1992-774-017 / 67022

DAR 19455
49

Form 3000-3
(January 1996)

99 JUN 28 AM 9:00

CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)

Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Meadow Canyon
15261.000

Lease Serial No.
WYW-146484

Lease Effective Date (Anniversary Date)
October 1, 1998

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 33 North, Range 113 West, 6th P.M. Section 05: Lots 1(38.16), 4(37.96), SE1/4NE1/4, S1/2NW1/4, E1/2SE1/4 Section 08: NE1/4NE1/4 Containing 316.12 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

EOG LAND ADM
JAN 01 2000
FILE ROOM RECEIPT

293686

RECORDED Oct. 30 2002 8:20 AM
IN BOOK 123 OAG PG 245
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYO
By Cathy Roth

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 JUL 01 1999

By /s/ [illegible]
(Authorized Officer)

TEOL.LAND

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

LAND LAW EXAMINER
(Title)

NOV 09 1999
(Date)

FOR ASSIGNEE

845

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
BY: [signature]
NOV 2 2 1999
FILE # 75861-000
TAB: Assgnt

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 16th day of October, A.D. 1998, 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 16th day of October, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

[signature]
Notary Public

My Commission Expires:_____ Address: Cheyenne, Wyoming

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

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

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

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

Executed this 16th day of October ,19 98 Executed this 23rd day of June ,19 99

Name of Assignor as shown on current lease Hanson & Strahn, Inc. Enron Oil & Gas Company

Assignor or Attorney-in-fact [signature] Please type or print
President
No Attest Required

Assignee or Attorney-in-Fact [signature]

P.O. Box 3020
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

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

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

*U.S. GPO: 1992-774-017 / 67022

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:	Mary Ruth Nelson, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 1, 2002
Recorded:	Book 123, Page 118 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM 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 containing 635.67 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 11th 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 11th day of July, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: January 24, 2005

My Commission Expires 01/24/2005

Elly Barnes

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

293687

RECORDED Oct. 30 2002 8:25 AM
IN BOOK 123 PAGE 247
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

247

248

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:	Barbara Jean Tonn, formerly known as Barbara Jean Storey, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 1, 2002
Recorded:	Book 123, Page 115 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM 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 containing 635.67 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 11th 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 11th day of July, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: January 24, 2005

My Commission Expires 01/24/2005

293688

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

RECORDED Oct 30 2002 8:25AM
IN BOOK 123 016 PAGE 248
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sweeten

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:	Mary A. Bridger, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 1, 2002
Recorded:	Book 123, Page 112 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM 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 containing 635.67 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 15th 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 15th day of July, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires January 24, 2005

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

My Commission Expires 01/24/2005

293689

RECORDED Oct. 30 2002 8:25 AM
IN BOOK 123 046 PAGE 249
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Horse Creek 75805.012

250

WY:396

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 82992-0600

Wyoming Oil & Gas Lease Serial Number 01-00408 Assignment Approval Date SEP 09 2002

ASSIGNOR, with name and address at,

Lance Oil & Gas Company, Inc.
12200 North Pecos Street
DENVER, CO 80234-3439

being the owner of 100 percent Leasehold and Operating Rights
(Type interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

T-35-N, R-110-W Sublette County, WY
Section 16: All

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

1) ASSIGNEE, with name and address at:

Ultra Resources Inc.
304 Inverness Way S. Suite 295
Englewood, CO, 80112

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

293715

RECORDED Dec. 1 2002 9:20AM
IN BOOK 123 OKG PAGE 250
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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, 50% Leasehold and Operating Rights

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 funds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

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

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

Page 1 *of* 1 *of Lease #* 01-00408 *assignment dated* 4/15/02

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 28th day of May, 2002.

ASSIGNOR – Lance Oil and Gas Company, Inc.	Assignee (1) – Ultra Resources, Inc.
By -	By - Robin Benko
Title – Exec. V.P. -Upstream & Marketing	Title - Attorney-in-Fact
Attest -	Attest -
Assignee (2) –	Assignee (3) -
By -	By -
Title -	Title -
Attest -	Attest -

ACKNOWLEDGEMENTS

State of Colorado)
)ss
County of Adams)

The foregoing instrument was acknowledged before me on this 28th day of May, 2002 by John Chandler, Exec.Vice-President - Upstream & Marketing of LANCE OIL & GAS COMPANY, INC. a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Kathleen Lohmann
Notary Public, State of Colorado

My Commission Expires: 9-22-04

KATHLEEN LOHMANN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Sept. 22, 2004

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

STATE OF COLORADO)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19 day of June, 2002 by Robin Benko, Attorney-in-Fact of Ultra Resources Inc.

Witness my hand and seal.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki M. Smaldone
Notary Public

Commission Expires: 4-10-06

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.

02 DEC 12 AM 10 21

252

SURFACE DAMAGE AND USE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September 2002, by and between Alsade Limited, a corporation, (hereinafter referred to as "Grantor"), of PO Box 520, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

293746

WHEREAS, Grantor is the owner of the surface of the following land:

RECORDED Nov. 4 2002 9:50 AM
IN BOOK 123 MG PAGE 252
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Township 30 North, Range 112 West
Section 22: SW¼SW¼
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Alsade 14-22-30-112 well located on the lands specified above at a surface location approximately 560 feet from the south line and 550 feet from the west line of said section specified above.

NOW, THERFORE, Grantor, for and in consideration of the promises made herein and Ten and more dollars $10.00, the receipt of which is hereby acknowledged, hereby grants the Grantee the exclusive right to use the surface of a portion of the above described lands with the right of passage by Grantee, its agents, employees, licensees and permitees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Alsade 14-22-30-112 well and for the continuous operation of said Alsade 14-22-30-112 well.

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of $3,750.00, which payment shall be made by Grantee by check mailed to Grantor at PO Box 520, Big Piney, WY 83113. Grantee shall have no right to commence the preparation of the drill site prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct the drill site.

The consideration set forth above shall constitute full and final settlement for the execution of this instrument, for use of the land necessary for the drilling, testing, completing and producing the Alsade 14-22-30-112 well (the well site not to exceed two and one half acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the wellsite location for the Alsade 14-22-30-112 well.

During drilling operations for the Alsade 14-22-30-112, Grantee agrees to the following:

1. The well location and sludge pit shall be fenced so as to prevent access by livestock. The sludge pit shall be bermed to prevent runoff from entering the pit and the pit shall be back filled upon termination of operations and appropriate drying.

In the event the Alsade 14-22-30-112 well is completed as a producing well, Grantee agrees to the following:

1. Reshape and re-seed the location in excess of the pumping and producing facilities.

2. Berms will be constructed to prevent any spills onto lands contiguous to the production facility, and production facilities shall be fenced to prevent livestock access.

3. It is expressly understood that the funds paid herein for damages are for the use of Grantor's surface lands at the actual drill site and are not settlement for any damages to any contiguous real property or personal property of the Grantor or a release for any other damages which Grantor or grantor's

property may sustain by reason of the operations carried on by the Grantee or its agents or sub-contractors.

4. Grantee agrees that the production site shall be kept free of all litter, cans, bottles, trash, etc and controlled to prevent noxious weeds.

5. Operator, for itself and its contractor, subcontractors, agents, employees, representatives, successors and assigns, does hereby release and agree to defend and hold harmless Grantor from any claim for damage to any person or property arising out of Operator's use and/or Operator's operations on and over Grantor's property and does further agree to pay all costs and expenses incurred by Grantor in the event it shall become necessary for Grantor to defend themselves from any claims made by anyone as a result of Operator's operations pursuant to this agreement. In the event that it should become necessary or desirable for Grantor to obtain the services of an attorney to enforce any of the provisions of this agreement, or to make claims for damages, specific performance, or any breach resulting from Operator's operations under this agreement, then Operator shall be liable for reasonable attorney's fees incurred by Grantor in connection with such matters provided that Operator is found to be at fault.

Upon the plugging and abandonment of the Alsade 14-22-30-112 well, Grantee agrees to the following:

1. Reshape and re-seed the location to conform to existing topography.

2. All plugging and abandonment activities will be performed in compliance with applicable State laws.

Executed this 14th day of October, 2002.

Grantor:

Attest:
By: Nancy B. Guio
Nancy B. Guio

Alsade Limited, a corporation

By: Tagg Guio
Tagg Guio

STATE OF Wyoming }
COUNTY OF Sublette } ss. Corporate

On this 14 day of October, 2002, before me personally appeared Tagg Guio to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of Alsade Limited, a corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Tagg Guio acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 14 day of October, 2002..

My commission expires:
5-4-06

Windy L. Springman
Notary Public for the State of Wyoming
residing at Big Piney

SEAL:

WINDY L. SPRINGMAN – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 05/04/2006

254

Form 3000-3
(January 1999)

261614-00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2002 JUL 30 AM 10: 03
RECEIVED
CHEYENNE WYOMING

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

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

Lease Serial No.
WYW 155450

Lease Effective Date
(Anniversary Date)
May 01, 2002

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Burlington Resources Oil & Gas Company LP
   Street 3300 N. "A" Street, Building 6
   City, State, ZIP Code Midland, Texas 79705 - 50.00% Interest (See Back Side)

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such document or agreements shall only be referenced herein. a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interest Reserved e	Previously reserved or conveyed f
Township 29 North, Range 111 West, 6th PM Section 2: Lots 14, 15 Section 9: NE¼NE¼ Section 13: SW¼NW¼, E½SW¼ Section 23: W½W½ Section 25: NW¼NE¼, S½SW¼ Section 27: SE¼ Section 34: W½NE¼, E½W½ Sublette County, Wyoming	100%	100%	- 0 -	- 0 -	- 0 -

293747

RECORDED Nov. 4 2002 12:15 PM
IN BOOK 183 0+6 PAGE 254
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scates

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands:

Assignment approved effective AUG 0 1 2002

☐ 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, Fluid Minerals Adjudication (Title)

SEP 1 1 2002 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Pannonian Energy, Inc.
14 Inverness Drive East
Suite 236
Englewood, Colorado 80112
45.00% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, Colorado 80111
5.000% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPH-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 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 or output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 2nd day of May, 2002

Name of Assignor as shown on current lease Kerry P. Hoffman
Please type or print

Assignor Kerry P. Hoffman
Kerry P. Hoffman

or

Attorney-in-fact _____
(Signature)

P. O. Box 277
(Assignor's Address)

Williston (City) North Dakota (State) 58802 (Zip Code)

Executed this 21st day of June 2002

BURLINGTON RESOURCES OIL & GAS COMPANY LP

Assignee _____
(Signature)

or

Attorney-in-fact S. Keith Frank
S. Keith Frank

PANNONIAN ENERGY, INC.

By: Darrell D. Sloan President

SHAMA ZOE LIMITED PARTNERSHIP

By: Gilman A. Hill President

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

ACKNOWLEDGMENT

State of Colorado)
) ss.
County of Arapahoe)

The foregoing instrument was acknowledged before me, a valid Notary Public for said County and State, this 2nd day of May, 2002, by Kerry P. Hoffman.

Annette M. Newland

Notary Public: Annette M. Newland
9 Southridge Way
Littleton, Colorado
80223

My Commission Expires: October 2, 2004

261628-00

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

DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2002 JUL 30 AM 9:48
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW 155435

Lease Effective Date
(Anniversary Date)
May 01, 2002

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Burlington Resources Oil & Gas Company LP
   Street 3300 N. "A" Street, Building 6
   City, State, ZIP Code Midland, Texas 79705 - 50.00% Interest (See Back Side)

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such document or agreements shall only be referenced herein. a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interest Reserved e	Previously reserved or conveyed f
Township 29 North, Range 110 West, 6th PM Section 5: Lots 1-4 Section 5: S½N½, S½ Section 6: Lots 1,2,7,9 Section 6: SE¼NE¼, SE¼SW¼, SE¼ Section 7: Lots 1-4 Section 7: E½, E½W½ Section 8: All Sublette County, Wyoming	100%	100%	- 0 -	- 0 -	- 0 -

293748

RECORDED Nov. 4 2002 10:15AM
IN BOOK 123046 PAGE 257
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 AUG 01 2002

☐ Assignment approved for attached land description

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

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

LAND LAW EXAMINER
(Title)

SEP 11 2002
(Date)

FOR ASSIGNEE

257

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.

Pannonian Energy, Inc.
14 Inverness Drive East
Suite 236
Englewood, Colorado 80112
45.00% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, Colorado 80111
5.000% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPH-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 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 or output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 2nd day of May, 2002

Name of Assignor as shown on current lease Kerry P. Hoffman
Please type or print

Assignor Kerry P. Hoffman
Kerry P. Hoffman

or

Attorney-in-fact _____
(Signature)

P. O. Box 277
(Assignor's Address)

Williston (City) North Dakota (State) 58802 (Zip Code)

Executed this June 21 day of , 20 02

BURLINGTON RESOURCES OIL & GAS COMPANY LP

Assignee _____
(Signature)

or

Attorney-in-fact S. Keith Frank,
S. Keith Frank

PANNONIAN ENERGY, INC.

By: Howard A Sloan
President

SHAMA ZOE LIMITED PARTNERSHIP

By: Gilman A. Hill
President

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

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

State of Colorado)
) ss.
County of Arapahoe)

The foregoing instrument was acknowledged before me, a valid Notary Public for said County and State, this 2nd day of May, 2002, by Kerry P. Hoffman.

Annette M. Newland

Notary Public: Annette M. Newland
9 Southridge Way
Littleton, Colorado
80223

My Commission Expires: October 2, 2004

260

Form 3000-3
(January 1999)

261606-00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2002 JUL 30 AM 9:49
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No. WYW 155437

Lease Effective Date (Anniversary Date) May 01, 2002

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Burlington Resources Oil & Gas Company LP
   Street 3300 N. "A" Street, Building 6
   City, State, ZIP Code Midland, Texas 79705 - 50.00% Interest (See Back Side)

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such document or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interest Reserved e	 Previously reserved or conveyed f
Township 29 North, Range 110 West, 6th PM Section 17: All Section 18: Lots 1-4 Section 18: E½, E½W½ Section 19: Lots 1-4 Section 19: E½, E½W½ Section 20: All Sublette County, Wyoming 293749	100%	100%	- 0 -	- 0 -	- 0 -

RECORDED Nov. 4 2002 10:15 AM
IN BOOK 123 of G PAGE 260
FEES $ 14.00 m
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands:

☐ Assignment approved for attached land description

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

Assignment approved effective AUG 0 1 2002

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

Chief, Fluid Minerals Adjudication (Title)

2002 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Pannonian Energy, Inc.
14 Inverness Drive East
Suite 236
Englewood, Colorado 80112
45.00% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, Colorado 80111
5.000% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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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 May, 2002

Name of Assignor as shown on current lease Kerry P. Hoffman
Please type or print

Assignor Kerry P. Hoffman
Kerry P. Hoffman

or

Attorney-in-fact _____
(Signature)

P. O. Box 277
(Assignor's Address)

Williston (City) North Dakota (State) 58802 (Zip Code)

Executed this June 21 day of , 2002

BURLINGTON RESOURCES OIL & GAS COMPANY LP

Assignee _____
(Signature)

or

Attorney-in-fact S. Keith Frank
S. Keith Frank

PANNONIAN ENERGY, INC.

By: Howard A Sloup President

SHAMA ZOE LIMITED PARTNERSHIP

By: Zalman A. Hall President

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

ACKNOWLEDGMENT

State of Colorado)
) ss.
County of Arapahoe)

The foregoing instrument was acknowledged before me, a valid Notary Public for said County and State, this 2nd day of May, 2002, by Kerry P. Hoffman.

Annette M. Newland

Notary Public: Annette M. Newland
9 Southridge Way
Littleton, Colorado
80223



My Commission Expires: October 2, 2004

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 John Robert Kvenild, a married man dealing in his sole and separate property

Of 237 Sunflower, Casper, Wyoming 82604, 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

293823

Nov. 7 02 1:10 p
123,046 963
FEES $ 14.00
SUBLETTE WYOMING
By Cathy Seaton

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

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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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

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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.

John Robert Kvenild, a married man dealing in his sole and separate property

SS # 520-44-8753

STATE of Wyoming

COUNTY of Natrona

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25 day of ~~July~~ September, 200 2,

Personally appeared John Robert 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: March 26, 2004

GAYLE A. JOHNSON-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires March 26, 2004

Notary Public: Gayle A. Johnson
Address:

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 John Robert 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

John Robert Kvenild, a married man dealing in
his sole and separate property

2666

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

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

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

Wyoming Oil & Gas Lease Serial Number 00-00626 **Assignment Approval Date -** MAY 31 2001

ASSIGNOR, with name and address at, Contex Energy Company
1645 Court Place, Suite 212
Denver, CO 80202

being the owner of 100 **percent** Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

(All)

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

1) **ASSIGNEE, with name and address at:** EOG Resources, Inc.
P. O. Box 4362
Houston, TX 77210-4362

100 **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.

CERTIFICATE
I Certify that this is a True and Comparable copy of the Official Record on file in the Wyoming Office of State Lands & Investments
10/7/02
DATE
Asst. Director, Office of State Lands & Investments

3) **ASSIGNEE, with name and address at:**

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

293824
Nov. 7 2002 1:10p
Book 1230 G 2666
FEES $ 11.00
SUBLETTE COUNTY, WYOMING
By Cathy Scott

4) **ASSIGNEE, with name and address at:**

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

5) **ASSIGNEE, with name and address at:**

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

and reserving unto ASSIGNOR, -0-

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

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

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

Hobacreek Ne254-001

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th **day of** November **, 20** 00 **.**

ASSIGNOR - Conlex Energy Company	**Assignee (1) -** EOG Resources, Inc.
By -	**By -** R. L. Adams
Title - Gary Butler, President	**Title -** R. L. ADAMS 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, 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. (Al 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, than all such parties in interest must sign the document before assignment approval wil! be given.**

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

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

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

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

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75899-000

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
MAR 20 2000

Wyoming Oil & Gas Lease Serial Number 99-00412 Assignment Approval Date -

ASSIGNOR, with name and address at, Enron Oil & Gas Company
600 Seventeenth Street, Suite 1100 N
Denver, Colorado 80202

being the owner of 100% percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 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: Seneca Resources Corporation
1201 Louisiana, Suite 400
Houston, Texas 77002

33.33% percent interest in the total leasehold, or as described in particular above.

CERTIFICATE
I Certify that this is a True and Comparable copy of the Official Record on file in the Wyoming Office of State Lands & Investments
10/17/02
DATE
Asst. Director, Office of State Lands & Investments

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:

293825
Nov 7 00 1:10 pm
BOOK 230 PG 268
FEES $ 11.00
SUBLETTE C
By Cathy Soter

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, 66.67% Leasehold Interest.

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be 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.

Page 1 of 1 of Lease # 99-00412 assignment dated August 30, 1999.

[redacted] [redacted] [redacted]

SIGNED AS TO TRANSFER AND ACCEPTANCE this 2 day of June, 1999.

ASSIGNOR – Enron Oil & Gas Company	ASSIGNEE (1) - Seneca Resources Corporation
By -	By - John F. McKnight
Title - Andrew C. Morris Agent and Attorney-in-Fact	Title - Vice President, Land & Legal
Attest -	Attest -
ASSIGNEE (2) -	ASSIGNEE (3) -
By -	By -
Title -	Title -
Attest -	Attest -
ASSIGNEE (4) -	ASSIGNEE (5) -
By -	By -
Title -	Title -
Attest -	Attest -

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

NOTICE OF PAID UP OIL AND GAS LEASE

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 9th day of August, 2002, by and between Carl A. Hittle, with an address of C/O Wyoming Retirement Center, 890 US Highway 20 South, Basin, WY 82410, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

293826

Nov. 7 2002 1:10p
123 O+G
FEES $ 11.00
SUBLETTE C
COUNTY CLERK
WYOMING
By Cathy Seaton

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 6th day of September, 2002.

LESSOR:
Carl A. Hittle

Carl A. Hittle
By: _____

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Big Horn)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 30 day of August, 2002 by CARL A Hittle, Lessor.

WITNESS my hand and official seal.

NOTARY PUBLIC
MARY JO FAWCETT
COUNTY OF BIGHORN
STATE OF WYOMING
My Commission Expires Mar. 7, 2005

Mary Jo Fawcett
Notary Public

My Commission expires: MARCH 7, 2002

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 6TH day of SEPTEMBER, 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.

NICKI M. SMALDONE
NOTARY PUBLIC
STATE OF COLORADO

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

272

NOTICE OF PAID UP OIL AND GAS LEASE

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 29th day of August, 2002, by and between Cynthia Vanleuven, with an address of C/O John Charles Sommers, 4115 South 15 East, Idaho Falls, ID 83404, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

Nov. 7 2002 1:10p
293827 123 of 6 272
FEES $ 11.00
SUBLETTE C YOMING
By Cathy Seaton

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 6th day of September, 2002.

LESSOR:
Cynthia Vanleuven

By: Cynthia Vanleuven

LESSEE:
Ultra Resources, Inc.

By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 21 ST day of August, 2002 by Cynthia VanBeuren, Lessor.

WITNESS my hand and official seal.

Angie Thompson
Notary Public

My Commission expires: 11/20/06

ANGIE THOMPSON NOTARY PUBLIC STATE OF IDAHO

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 6TH day of SEPTEMBER, 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.

Nicki Smaldone
Notary Public

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

My Commission expires: 4.10.06

NOTICE OF PAID UP OIL AND GAS LEASE

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 9th day of August, 2002, by and between John Charles Sommers, with an address of 4115 South 15 East, Idaho Falls, ID 83404, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

293828

Nov. 7 2002 1:10p
123 OG 274
FEES $11.00
SUBLETTE COUNTY, WYOMING
By Cathy Scott

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 6th day of September, 2002.

LESSOR:
John Charles Sommers

By: John C. Sommers

LESSEE:
Ultra Resources, Inc.

By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 19th day of August, 2002 by JOHN C. SOMMERS, Lessor.

IRMA ANGUIANO NOTARY PUBLIC STATE OF IDAHO

WITNESS my hand and official seal.

Irma Anguiano
Notary Public

My Commission expires: 01/10/07

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 6TH day of SEPTEMBER, 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

276

NOTICE OF PAID UP OIL AND GAS LEASE

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 19th day of August, 2002, by and between Tamara L. Sommers, with an address of ~~C/O John Charles Sommers, 4115 South 15 East, Idaho Falls, ID 83404~~ P.O. Box 2361 Idaho Falls, Idaho 83403-2361 (208) 524-5449, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

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

293829
Nov. 7 2002 1:10p
1230+6 276
FEES $11.00
SUBLETTE C
By Kathy Sexton

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 19 day of August, 2002.

LESSOR:
Tamara Sommers

By: _____
Tamara L. Sommers

LESSEE:
Ultra Resources, Inc.

By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 19TH day of AUGUST, 2002 by TAMARA L. SOMMERS, Lessor.

WITNESS my hand and official seal.

Bonnie L Brown
Notary Public

BONNIE L. BROWN NOTARY PUBLIC STATE OF IDAHO

My Commission expires: 11-04-06

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 19th 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.

Nicki Smaldone
Notary Public

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

My Commission expires: 4-10-06

NOTICE OF PAID UP OIL AND GAS LEASE

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 29th day of August, 2002, by and between MaryAnne Almquist, with an address of P O Box 405, Pinedale, WY 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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

Nov. 7 2002 1:10p
293830 123 046 978
FEES $ 11.00 SUBLETTE COUNTY, WYOMING
By Cathy Scoten

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 30th day of August, 2002.

LESSOR:
MaryAnne Almquist

MaryAnne Almquist
By: _____

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 26 day of August, 2002 by MaryAnne Almquist, Lessor.

WITNESS my hand and official seal.

Tracey L Hoover
Notary Public

My Commission expires: 8/8/06

TRACEY L. HOOVER – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/8/06

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 30TH 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

NOTICE OF PAID UP OIL AND GAS LEASE

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 19th day of August, 2002, by and between Florence Ann Anspach, with an address of 206 Second Street, Lyman, WY 82937, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

293831

Nov 7 2002 1:10p
123046
280
FEE $ 11.00
SUBLETTE C
WYOMING
By Cathy Scott

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 19th day of August, 2002.

LESSOR:
Florence Ann Anspach

Florence Ann Anspach
By: _____

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Uinta)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 19th day of August, 2002 by [illegible], Lessor.

WENDY L. NELSON Notary Public
County of Uinta State of Wyoming
My Commission Expires _____

WITNESS my hand and official seal.

[illegible]
Notary Public

My Commission expires: 11-25-04

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 19th 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Nicki Smaldone
Notary Public

My Commission expires: 4-10-06

NOTICE OF PAID UP OIL AND GAS LEASE

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 9th day of August, 2002, by and between Sandra L. Burton ~~Burton~~, with an address of P O Box 1735, Riverton, WY 82501, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

Nov 7 2002 1:10p
123 046 282
293832
FEES $ 11.00
SUBLETTE COUNTY CLERK
WYOMING
By Cathy Scott

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 21 day of August, 2002.

LESSOR:
Sandra L. Burton ~~Burton~~

By: Sandra L. Burton

LESSEE:
Ultra Resources, Inc.

By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Fremont)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 21st day of August, 2002 by Sandra L. Barton, Lessor.

WITNESS my hand and official seal.

CAROL J. SWEN... NOTARY PUBLIC
STATE OF WYOMING COUNTY OF FREMONT
MY COMMISSION E...RES OCT. 11, 2005

Carol J. Swenson
Notary Public

My Commission expires: Oct. 11, 2005

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 21st 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

NOTICE OF PAID UP OIL AND GAS LEASE

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 9th day of August, 2002, by and between Mary Grace Jensen, with an address of 5962 West Feldspar Way, West Jordon, UT 66044, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

293833 RECORDED NOV 7 2002 1:10
IN BOOK 123 OF B PAGE 284
FEES $ 11.00
SUBLETTE COUNTY WYOMING
By Cathy Burton

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 25th day of August, 2002.

LESSOR:
Mary Grace Jensen

By: Mary Grace Jensen

LESSEE:
Ultra Resources, Inc.

By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 23rd day of August, 2002 by Mary Grace Jensen Lessor.

WITNESS my hand and official seal.

NOTARY PUBLIC
MICHAEL G. NELSON
2370 South 2300 West
Salt Lake City, UT 84119
My Commission Expires
June 13, 2004
STATE OF UTAH

Michael G. Nelson
Notary Public

My Commission expires: June 13, 2004

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 23RD 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki Smaldone
Notary Public

My Commission expires: 4·10·06

NOTICE OF PAID UP OIL AND GAS LEASE

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 28th day of Aug, 2002, by and between Ida Christine Jensen, with an address of 1529 New Hampshire, Lawrence, KS 66044, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

Township 32 North, Range 110 West, 6th P.M. 293834

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

NOV. 7 2002 1:10P
123 O+G PAGE 286
FEES $ 11.00
SUBLETTE C
YOMING
By Cathy Scott

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 28 day of Aug, 2002.

LESSOR:
Ida Christine Jensen

Ida Christine Jensen
By: _____

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Kansas)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 28th day of August, 2002 by Ida Christine Jonson, Lessor.

WITNESS my hand and official seal.

NOTARY PUBLIC - State of Kansas
CATHY A. REINHARDT
My Appt. Exp. 7/28/06

Notary Public

My Commission expires: 28 July 2006

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 28 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

NOTICE OF PAID UP OIL AND GAS LEASE

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 ~~23~~ 9th day of Aug, 2002, by and between Patricia Gore, with an address of P O Box 666, Palmer, AK 99645, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

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

293835

RECORDED Nov 7 2002 1:10P
IN BOOK 423 OF G PAGE 288
FEES $ 11.00
SUBLETTE COUNTY CLERK
WYOMING
By Cathy Soto

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 23 day of Aug, 2002.

LESSOR:
Patricia Gore

Patricia M. Gore
By: _____

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Alaska)
) ss.
COUNTY OF Mat-Su Boro)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 23 day of August, 2002 by Patricia M. Gore, Lessor.

Patricia M. Gore

WITNESS my hand and official seal.

Official Seal
State of Alaska
Notary Public
Arlene S. Deel
Commission Expires 09/14/03

Arlene S. Deel
Notary Public

My Commission expires: 9/14/03

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 23RD 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki Smaldone
Notary Public

My Commission expires: 4-10-06

NOTICE OF PAID UP OIL AND GAS LEASE

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 29th day of August, 2002, by and between George F. Hittle, with an address of P O Box 1901, Cheyenne, WY 82003, (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) the parties have entered into a Paid Up Oil and Gas Lease covering the following described property:

293836

RECORDED Nov 7 2002 1:00
IN BOOK 123 OIG PAGE 290 290
FEES $11.00
SUBLETTE
COUNTY CLERK
WYOMING
By Cathy Scott

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 undersigned refer to the Paid Up Oil and Gas Lease for all of the terms and provisions of the agreement 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, but is for the purpose of giving record notice of the existence of the Paid Up Oil and Gas Lease instead of recording the agreement at length.

WHEREFORE this Notice is executed this 30th day of August, 2002.

LESSOR:
George F. Hittle

By: OE 126102

LESSEE:
Ultra Resources, Inc.

Robin Benko
By: Robin Benko
Its: Agent and Attorney-in-Fact

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing Notice of Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 26th day of August, 2002 by George Hittle, Lessor.

VICKY DEMSHAR - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 24, 2004

WITNESS my hand and official seal.

Vicky Demshar
Notary Public

My Commission expires: July 24, 2004

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing Notice of Paid Up Oil and Gas Lease was signed and acknowledged before me this 30th 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.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Nicki Smaldone
Notary Public

My Commission expires: 4.10.06

292

0075272-000 WYW-130249 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

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)

Meadow Canyon
0075272-000

Lease Serial No.
WYW130249

Lease Effective Date
(Anniversary Date)
September 1, 1993

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 1188
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 31 North, Range 112 West, 6th P.M. Section 20: E1/2NE1/4 Section 21: NW1/4, N1/2SW1/4, SE1/4SW1/4 Containing 360.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293895

RECORDED Nov 8 2002 3:15 PM
IN BOOK 123 046 PAGE 292
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Future rental payments must be made on or before the anniversary date to:
[illegible]
P.O. Box 3630
Denver, CO 80217

EOG AND ADMIN
DEC 19 1994

FOR ASSIGNEE

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 21 1994

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

By Phyllis A Stone
(Authorized Officer)

LAND LAW EXAMINER — DEC 21 1994
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 6th day of May, A.D. 1994, 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 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, 19 94

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 6th day of May, 19 94

Enron Oil & Gas Company by:

Assignee _____
or (Signature)
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

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)

75631-000
Meadow Canyon Prospect

Lease Serial No.: WYW-138539
Lease Effective Date (Anniversary Date): April 1, 1996
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* 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 20: SE1/4NE1/4, NE1/4SW1/4, S1/2SW1/4, SE1/4 Section 21: SW1/4NW1/4, SW1/4, W1/2SE1/4 Section 28: N1/2NW1/4 Containing 680.00 acres more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

293896

RECORDED Nov 8 2002 3:15PM
IN BOOK 123 O+G PAGE 294
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING

EOG LAND ADM
BY:
AUG 13 1997
FILE # 75631-000
TAB: ASSIGN

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 1 1997

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

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

Chief, Leasable Minerals Section
(Title)

AUG 04 1997
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 12 day of March, 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 12 day of March, A.D. 19 96.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 12th day of March, 19 96

Name of Assignor as shown on current lease: Hanson & Strahn Energy Land Services, Inc.
Please type or print

Assignor: Marc 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 10th day of April, 1987

Assignee: Enron Oil & Gas Company by:
(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. GOVERNMENT PRINTING OFFICE: 1994–673-004/01053

296

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

75740-08
Meadow Canyon

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-131651

Lease Effective Date
(Anniversary Date)
March 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink. 293697

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Enron Oil & Gas Company
PO Box 4362
Houston, TX 77210-4362

Recorded Nov 8 2000 3:15
In Book 123 O+G Page 296
Fee $11.00
Sublette County
State of Wyoming
By Cathy Soo

*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 05: Lot 4(39.51) Section 06: Lots 1(39.62), 2(39.72), 3(39.84), 4(20.36), 5(20.35), S1/2NE1/4, SE1/4NW1/4 Containing 319.40 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	4.00%

FOR ASSIGNEE

This Assignment is subject to a forty-five (45) day reassignment rider, no liability for failure to notify or reassign through clerical error, in favor of Gulf Coast Oil And Gas Company, and also subject to the terms and conditions of that certain letter agreement by and between Hanson & Strahn, Inc. and Gulf Coast Oil And Gas Company dated August 12, 1997.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

EOG LAND ADM
BY: _____
JUN 03 1998
FILE # _____
TAB: _____

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 JAN 01 1998

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

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

LAND LAW EXAMINER
(Title)

MAY 28 1998
(Date)

[redacted] [redacted] [redacted]

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 25th day of August, A.D. 19 97, 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 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. 19 97.

LYNN R DRAKE · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 25th day of August, 19 97

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor Marc Randal Strahn
or (Signature) President
Attorney-in-fact No Attest Required
(Signature)

PO Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 25th day of November, 1997.

ENRON OIL & GAS COMPANY

Assignee _____
(Signature)
or Agent &
Attorney-in-fact Andrew C. Morris (Signature)

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

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

298

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

1997 AUG 25 AM 11: 32

RECEIVED
CHEYENNE, WYOMING

Meadow Gurgle
75740-000

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-131651

Lease Effective Date (Anniversary Date) March 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Hanson & Strahn, Inc.
   Street P.O. Box 3020
   City, State, ZIP Code Cheyenne, WY 82003 - 3020

*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
*Subject to Attached Reassignment Rider Sublette County, Wyoming Township 31 North, Range 112 West; 6th P.M. Section 5: Lot 4 Section 6: Lots 1 through 5, S/2NE/4, SE/4NW/4 Containing 319.40 acres 293898 RECORDED NOV. 8 2000 3:50 IN BOOK 123 OMG PAGE 298 FEES $ 14.00 COUNTY CLERK SUBLETTE COU LE, WYOMING By Patricia Smith	100%	100%	0%	4.00% Of 8/8ths	0%

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; SEP 01 1997

Assignment approved effective _____

☐ Assignment approved for attached land description

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

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

LAND LAW EXAMINER JAN 16 1998
(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.

State of Texas
County of Midland

The foregoing instrument was acknowledged before me this 13Th day of August, 1997, by Shane Spear, President of Gulf Coast Oil and Gas Company, a Deleware Corporation.

CHRISTINA A. LEONARD
Notary Public, State of Texas
My Commission Expires
OCTOBER 21, 2000

Christina A. Leonard
Notary Public

My Commission Expires:

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 21st day of August, A.D. 1997, 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 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 August, A.D. 1997.

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

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 13th day of August, 19 97

Name of Assignor as shown on current lease Gulf Coast Oil and Gas Company
Please type or print

Assignor Gulf Coast Oil and Gas Company
or
Attorney-in-fact By: Shane Spear
(Signature)
Shane Spear, President
P.O. Box 309
(Assignor's Address)
Hobbs, New Mexico 88241
(City) (State) (Zip Code)

Executed this 21st day of August, 97 . 19

Hanson & Strahn, Inc.

Assignee By: Marc Randal Strahn
(Signature)
or
Attorney-in-fact Marc Randal Strahn, President
No Attest Required
(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

REASSIGNMENT RIDER

In the event that Assignee desires to relinquish or surrender the herein assigned lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor forty-five (45) days prior to the next accruing rental date. Assignor shall then have the right for a period of thirty (30) days after receipt of such notification in which to request a reassignment. Upon receipt of such request, Assignee shall then assign to Assignor the leasehold rights it desired to relinquish, without any further burdens or overrides other than those set forth in this assignment. It is agreed that Assignee shall incur no liability for failure to so notify, or reassign, through clerical error, oversight or otherwise.

Gulf Coast Oil & Gas Company by

Shane Spear, President

Hanson & Strahn, Inc. by

Marc Randal Strahn, President

Attest No Attest Required

No Attest Required

FILED
OF LAND RECORDS
97 AUG 25 AM 11:32
CAMPBELL COUNTY
WYOMING

[redacted] [redacted] [redacted]

75743-000
Meadow Canyon

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 97-00569 **Assignment Approval Date -** _____

ASSIGNOR, with name and address at, Hanson & Strahn, Inc.
PO Box 3020
Cheyenne, WY 82003

being the owner of 100.00% percent Leasehold and Operating Rights
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 31 North, Range 113 West, 6th P.M.
Section 16: N1/2

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

1) ASSIGNEE, with name and address at: Enron Oil & Gas Company
PO Box 4362
Houston, TX 77210-4362

293899

100.00% percent interest in the total leasehold, or as described in particular above.

RECORDED Nov. 8 2002 3:15PM
IN BOOK 123 O+G PAGE 301
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 6, Leasing of Subsurface Resources.

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

Page 1 *of* 1 *of Lease #* 97-00569 *assignment dated* December 9, 1997

Meadow Canyon
75743-000

SIGNED AS TO TRANSFER AND ACCEPTANCE this 9th day of December 1997.

ASSIGNOR - Hanson & Strahn, Inc.	Assignee (1) - Enron Oil & Gas Company
By - Marc Randal Strahn	By - Andrew C. Morris Agent & Attorney-in-Fact
Title - Marc Randal Strahn, President	Title -
Attest - No Attest Required	Attest -
Assignee (2) -	Assignee (3) -

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 9th day of December, A.D. 1997, 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 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 9th day of December, A.D. 1997.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
Notary Public

My Commission Expires:

Address: Cheyenne, Wyoming

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

D 2004 TS [illegible]

Form 3000-3
(January 1996)

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-144154

Lease Effective Date
(Anniversary Date)
February 1, 1998

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

293900

RECORDED NOV 8 2002 3:15p
IN BOOK 123 046 AGE 303
FEES $ 11.00
SUBLETTE COU [illegible] LE, WYOMING
By Cathy Seaton

*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 4: Lots 3(39.83), 4(39.86), S1/2NW1/4, SW1/4 Section 5: Lots 1(39.91), 2(39.98), 3(40.04), 4(40.11), S1/2N1/2, S1/2 Section 8: All Section 17: N1/2, N1/2S1/2, SE1/4SW1/4 Containing 2,119.73 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BLM LAND ADM
BY
SEP 24 1998
FILE #
TAB

BLM LAND ADM
DEC 10 1998
FILE ROOM RECEIPT

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 JUL 01 1998

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

/s/ Mary J. Rugwell
By _____
(Authorized Officer)

LAND LAW EXAMINER SEP 25 1998
(Title) (Date)

303

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor _____ President
(Signature)
or
Attorney-in-fact No Attest Required
(Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 13th day of May, 1998

Enron Oil & Gas Company

Assignee _____
(Signature)
or
Attorney-in-fact Andrew C. Morris
Agent and Attorney-in-Fact
(Signature)

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

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

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

Form 3000-3
(January 1996)

98 JUN -1 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: WYW-144155

Lease Effective Date (Anniversary Date): February 1, 1998

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

293901

RECORDED Nov. 8 2002 3:50
IN BOOK 123 OF G AT PAGE 305
FEES $11.00
SUBLETTE COUNTY CLERK
SUBLETTE COU LE WYOMING
By Cathy Scott

*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 9: All Containing 640.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BUREAU OF LAND MGMT
DEC 10 1998
FILE ROOM RECEIPT

BUREAU OF LAND MGMT
BY:
SEP 30 1998
FILE #
TAB

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

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER — SEP 25 1998
(Title) (Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 assigament are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor Marc Randal Strahn
or (Signature)
Attorney-in-fact No Attest Required
(Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 13th day of May, 1998

Enron Oil & Gas Company

Assignee _____
or (Signature)
Attorney-in-fact Andrew C. Morris
(Signature)
Agent and Attorney-in-Fact

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

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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.: WYW-144152
Lease Effective Date (Anniversary Date): February 1, 1998
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Enron Oil & Gas Company
   City, State, ZIP Code: P.O. Box 4362, Houston, TX 77210-4362

293902

Recorded Nov. 8 2002 3:50
In Book 123 Pg 6 As Inst. No. 307
Fees $ 11.00
Sublette County Clerk
Wyoming

*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 3: SW1/4NW1/4 Containing 40.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BLM WYO LAND ASM
DEC 10 1998
FILE ROOM RECEIPT

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 JUL 01 1998

☐ Assignment approved for attached land description

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

By **/s/ Mary J. Rugwell**
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

307

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Enron Oil & Gas Company

Assignee _____ (Signature)
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

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

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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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-144153
Lease Effective Date (Anniversary Date): February 1, 1998
New Serial No.:

BUREAU OF LAND MANAGEMENT
98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

293903

RECORDED DEC 8 2002 3:15
IN BOOK 123 OF G AT PAGE 309
FEES $ 11.00
SUBLETTE COU
WYOMING

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 4: Lots 1(39.76), 2(39.79), S1/2NE1/4, SE1/4 Containing 319.55 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BOR LAND ADM
DEC 10 1998
FILE ROOM RECEIPT

BOR LAND ADM
SEP 30 1998

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER (Title)

SEP 25 1998 (Date)

309

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN A DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1998

Lynn Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.

Assignor Marc Randal Strahn (Signature) President
Please type or print
or
Attorney-in-fact No Attest Required (Signature)

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 13th day of May, 19 98

Enron Oil & Gas Company

Assignee _____ (Signature)
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

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

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

Form 3000-3
(January 1996)

BOG LAND MANAGEMENT

98 JUN -1 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-144157

Lease Effective Date
(Anniversary Date)
February 1, 1998

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

293904

RECORDED Jun 8 1998 3:15
IN BOOK 123 O-G PAGE 311
FEES $ 11.00
SUBLETTE COUNTY
WYOMING

*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 22: SE1/4NE1/4 Section 34: SW1/4 Section 35: SW1/4SW1/4 Containing 240.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BOG LAND ADM
DEC 10 1998
FILE ROOM RECEIPT

BOG LAND ADM
SEP 30 1998

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn Drake
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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 1998

Assignee Enron Oil & Gas Company
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

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

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

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.: WYW-144158
Lease Effective Date (Anniversary Date): February 1, 1998
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street: Enron Oil & Gas Company
   City, State, ZIP Code: P.O. Box 4362, Houston, TX 77210-4362

293905

RECORDED NOV 8 2002 9:15
IN BOOK 183 OF 313
FEES $ 11.00
SUBLETTE COU
SUBLETTE, WYOMING

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

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

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

2. This assignment conveys the following interest:

Land Description (a)	Percent of Interest: Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests: Reserved (e)	Previously reserved or conveyed (f)
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
Township 32 North, Range 113 West, 6th P.M. Section 8: SE1/4SE1/4 Section 10: Lot 4(10.68), SW1/4NW1/4, W1/2SW1/4 Section 15: NE1/4SW1/4, S1/2SW1/4 Section 18: Lots 3(40.68), 4(40.64), E1/2, E1/2W1/2 Containing 852.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BOG LAND ADM
DEC 10 1993
FILE ROOM RECEIPT

BOG LAND ADM
BY
SEP 24 1998
FILE #
TAB:

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER (Title)

SEP 25 1998 (Date)

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 1998, 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 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 2nd day of February, A.D. 1998.

LYNN R DRAKE NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 10, 1999

Lynn R Drake
Notary Public

Address: Cheyenne, Wyoming

My Commission Expires: _____

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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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 98

Name of Assignor as shown on current lease Hanson & Strahn, 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 13th day of May, 19 98

Enron Oil & Gas Company

Assignee _____ (Signature)
or
Attorney-in-fact Andrew C. Morris (Signature)
Agent and Attorney-in-Fact

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

Form 3000-3
(January 1996)

98 JUN -1 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.: WYW-144159
Lease Effective Date (Anniversary Date): February 1, 1998
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

293906

RECORDED Nov 8 2002 3:15
IN BOOK 123046 AGE 315
FEES $11.00
SUBLETTE COU

*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 9: Lots 1(11.23), 2(11.67), S1/2NE1/4, NE1/4SW1/4, S1/2SW1/4, SE1/4 Section 17: NE1/4, S1/2 Section 20: NW1/4NE1/4, W1/2, SE1/4SE1/4 Section 21: NE1/4NE1/4, S1/2NE1/4, NE1/4SW1/4, S1/2SW1/4, SE1/4 Section 28: All Containing 2,302.90 acres, more or less Sublette County, Wyoming	100.00%	100.00%	None	None	None

BLM LAND ADM
DEC 10 1993
FILE FROM RECEIPT

BLM LAND ADM
SEP 28 1998
FILED

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 JUL 01 1998

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

By /s/ Mary J. Rugwell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 25 1998
(Date)

315

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

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of February, A.D. 19 98, 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 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 2nd day of February, A.D. 19 98.

LYNN R DRAKE NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES AUG. 10, 1999

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 2nd day of February, 19 98

Name of Assignor as shown on current lease Hanson & Strahn, Inc.
Please type or print

Assignor Marc Rdal
(Signature)
or
Attorney-in-fact No Attest Required
(Signature)

President

P.O. Box 3020
(Assignor's Address)

Cheyenne, WY 82003
(City) (State) (Zip Code)

Executed this 13th day of May, 1998

Assignee Enron Oil & Gas Company
(Signature)
or
Attorney-in-fact Andrew C. Morris
(Signature)

Agent and Attorney-in-Fact

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

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

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

[redacted] [redacted] [redacted]

Horse Creek
76329-000

Form 3000-?
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01 JAN 22 AM 9:09

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-138250

Lease Effective Date
(Anniversary Date)
February 1, 1996

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

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

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6th PM Section 2: Lots 1-4; S2N2, S2 containing 641.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	5%

Subject to Reassignment Rider provisions contained in that certain Record Title Assignment from Liberty Petroleum Corporation to Contex Energy Company covering this lease.

293907

RECORDED Nov. 8 2002 3:20 PM
IN BOOK 123 0+6 PAGE 317
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 11 2002
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

ORIGINAL

UNITED STATES OF AMERICA

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

[✓] Assignment approved for above described lands;

Assignment approved effective FEB 1 2001

By 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)

MAR 15 2001 (Date)

Horse Creek
76329-000

317

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 8th day of January ,20 01

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

Assignor _____
(Signature) Gary Butler, President

or
Attorney–in-fact _____
(Signature)

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

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

Executed this 8th day of January ,20 01

EOG Resources, Inc.

Assignee _____
(Signature)

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

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

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

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

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

293987

RECORDED Nov. 13 2002 9:55AM
IN BOOK 123 0+6 PAGE 319
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Kuster

Do not write or type above this line; for recorder use only.

Farm Credit Services of America FLCA, 1401 Wilkins Circle, P O Box 878 Casper, WY 82602-0878 FORM 5064 (7-2002)

CTL 2: 300 CTL 3: 401 CIF: 77490 Note No: 201

Farm Credit Services of America

ASSIGNMENT OF PROCEEDS OF OIL, GAS, OR MINERAL LEASE, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

WHEREAS, Gundry-White Properties, LLC, of 518 17th Street , Suite 1108 Denver, CO 80202 , State of Colorado, (**Owner**) is the owner and holder of a certain oil, gas, gravel, rock, or other mineral, including geothermal resources, lease dated April 24, 2001, executed by Jay B. Downs and Rebecca S. Downs, as trustees of the Jay B. Downs Living Trust, dated 3-5-98 and Rebecca S. Downs and Jay B. Downs, as Trustees under the Rebecca S. Downs Living Trust, dated 3-5-98, of 398 Middle Piney Road, Big Piney, Wyoming 83113 , State of Wyoming, as **Lessor**(s) to Gundry-White Properties, LLC, of 518 17th Street, Suite 1108 Denver, CO 80202, State of Colorado, (named therein as **Lessee**) upon the following described real estate in Sublette County, Wyoming:

Township 30 North, Range 112 West. 6th P.M.
Sec. 20: E/2SE/4
Sec. 21: NW/4NE/4, S/2NE/4,W/2,SE/4
Sec. 22: NW/4SW/4
Sec. 28: N/2N/2,S/2NW/4,S/2
Sec. 29: NE/4NE/4,S/2NE/4,SE/4

Said lease being recorded in Book 118 Page 582 on June 28, 2001, of the records of said County; and

WHEREAS, Farm Credit Services of America, FLCA (Lender), Omaha, Nebraska, a corporation, is the owner and holder of a mortgage(s)/trust deed(s) on all or part of the above-described real estate executed by Jay B. Downs and Rebecca S. Downs, AKA Rebecca Sue Downs, Husband and wife Jay B. Downs, trustee and Rebecca S Downs, Trustee for Jay B. Downs Living Trust, Dated March 5, 1998 Rebecca S Downs, Trustee and Jay B. Downs, Trustee for Rebecca S Downs Living Trust, dated March 5, 1998 (Mortgagor/Trustor) dated December 30, 1998, recorded in Book 74 mtgG Page 77 of the real estate records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described land and as additional security for the payment of the note(s) secured by the mortgage/trust deed, the undersigned, and each of them, do hereby represent that they are the sole and only owners of the above-described property subject to the mortgage/trust deed and do hereby assign, transfer, and convey to Lender all rents, royalties, bonuses, payments, damages, and delay moneys due or to become due in accordance with the provisions of the lease, under the following terms and conditions:

1. All sums payable under the above-described lease will be paid to the parties entitled thereto according to the terms of the lease without reference to this assignment until such time as Lender shall notify the owner of the lease (as shown in the "Acceptance of Notice of Assignment") in writing, requesting payment to Lender; and the undersigned hereby authorizes and directs the owner of the lease, upon receipt of such notice, to make payment of all such amounts to Lender in lieu of payment to the undersigned or a deposit thereof as provided in the lease or otherwise.

2. All of the amounts when received by Lender will be applied, at the option of Lender, in such proportions as Lender, in its sole discretion, may deem proper, regardless of whether the items upon which said amounts are applied represent principal or interest or advancements, or are due or not due. Lender, at its option, may deliver part or all of said amounts to Mortgagor(s)/Trustor(s) and/or other parties entitled thereto, without prejudice to take and retain any future amount(s), and without prejudice to any of its other rights under this or any other instrument(s) in connection with the loan.

3. This assignment will be binding upon the heirs, successors, and assigns of all parties hereto. Upon payment in full of the mortgage/trust deed this assignment will become inoperative and void. A satisfaction or release of the mortgage/trust deed will have the same force and effect as a full and complete release and a reassignment by separate instrument of any interest acquired hereunder.

Dated:

(This assignment, to be valid and binding on Lender, must be signed by all present owners of the real estate, junior lien holders, and all parties personally liable on the loan.)

Jay B Downs as trustee

Rebecca S Downs as trustee

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, owner of the lease, or the person being properly authorized to act on behalf of all owner of the lease, referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; payment of any and all amounts due or to become due in connection with the lease shall be made in accordance with the provisions of the assignment.

Jay B. Downs — *Rebecca S. Downs*

STATE OF Wyoming }
COUNTY OF Sublette } ss

On this 6th day of November 2002, before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that [P[illegible] [Pronoun] voluntary act and deed.

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

My commission expires NOV. 8, 2005

Notary Public in and for said County and State of Wyoming

WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

In consideration of the execution of the foregoing assignment, by all the proper parties in interest and in further consideration of the execution of the foregoing Acceptance of Notice of Assignment by the owner of the lease, or by an agent authorized to act on behalf of all owner(s) of the lease, the undersigned Lender hereby waives the priority of its mortgage/trust deed to and in favor of the lease only to the extent above described.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its corporate seal affixed hereto on the date set out in the acknowledgment.

Farm Credit Services of America, FLCA,

By [illegible]

STATE OF Wyoming }
COUNTY OF Natrona } SS

On this 8 day of [illegible], before me, a Notary Public, personally appeared [illegible] being by me personally known, and duly sworn, did say that he is [illegible] of the corporation executing the foregoing instrument; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and him.

(SEAL) DEBBIE L. SMITH - NOTARY PUBLIC County of Natrona State of Wyoming My Commission Expires June 20, 2004

My commission expires

Notary Public in and for said County and State

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

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.
WYW54137

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

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 111 WEST SECTION 33: NW/4SW/4 Containing 40.00 acres, more or less Sublette County, Wyoming	.327295%	.327295%	NONE	NONE	7.0%

LIMITED IN DEPTH FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF A DEPTH OF 10,044' AS ENCOUNTERED IN THE FEDERAL 30-33 WELL, LOCATED IN THE SW/4 OF SEC 33-27N-111W.

293988 RECORDED Nov. 13 2002 9:55 AM IN BOOK 123 O+G PAGE 321 FEES $14.00 COUNTY CLERK 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)

WY2531-01-A(FIGURE FOUR)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 1st day of November, xx 2002

Name of Transferor GCIL III LIMITED PARTNERSHIP
Please type or print

Transferor Jeffrey V. Ware
(Signature)

or

Attorney-in-fact JEFFREY V. WARE
(Signature)

301 SOUTH MARKET STREET
(Transferor's Address)

WICHITA KANSAS 67202
(City) (State) (Zip Code)

Executed this 2nd day of November, xx 2002.

LARIO OIL & GAS COMPANY

Transferee
(Signature)

xx Michael W. O'Shaughnessy, President

ATTEST
(Signature)
Assistant Secretary

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 1st day of November, 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

(SEAL)

Andria L. Christensen
NOTARY PUBLIC
Address: P.O. Box 29
Denver, Colorado 80202

ANDRIA L. CHRISTENSEN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 4/24/2006

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 2nd day of November, 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, 1006

(SEAL)

Andria L. Christensen
NOTARY PUBLIC
Address: P.O. Box 29
Denver, Colorado 80202

ANDRIA L. CHRISTENSEN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 4/24/2006

RATIFICATION OF ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of the 3rd day of June, 1994, Royalty Deed (Corrected Assignment of Royalty) was made, executed, and delivered by Gordon M. Mickelson of Big Piney, Wyoming, as assignor, to John S. Kvenild, William J. Kvenild, and John R. Kvenild, and unto their heirs and assigns forever, as assignees, as recorded on July 12, 1994, in book 97 Oil and Gas, page 364, of the Sublette County Clerk and Recorder's office, covering the following described lands, hereinafter referred to as the Subject Lands. Said instrument was executed to correct that certain Assignment of Royalty, dated January 10, 1969, recorded on January 22, 1969, in Book 25, page 423, of the Sublette County Clerk and Recorder's office.

Township 30 North, Range 112 West, 6th P.M.
Section 20: E1/2SE1/4
Section 21: NW1/4NE1/4, S1/2NE1/4, W1/2, SE1/4
Section 22: NW1/4SW1/4
Section 28: W1/2, SE1/4, N1/2NE1/4
Section 29: NE1/4NE1/4, S1/2NE1/4, SE1/4

WHEREAS, said document was executed by Gordon M. Mickelson, as Assignor, but the Assignees named therein did not join in the execution thereof.

NOW THEREFOR, 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, each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove described Royalty Deed (Corrected Assignment of Royalty), as recorded in Book 97, page 264, of the Sublette County Clerk & Recorder's office, as though the undersigned had joined with Gordon Mickelson, the assignor, in the execution thereof.

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.

EXECUTED this 28 day of October, 2002.

John S. Kvenild

William J. Kvenild, also known as William K. Kvenild

John R. Kvenild

293989

RECORDED Nov. 13 2002 9:55 AM
IN BOOK 123 O+G PAGE 324
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1, day of Nov, 2002, personally appeared, John S. Kvenild, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: May 4, 2004

SEAL:

NANCY LICHTY-NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires May 4, 2004

Nancy L. Lichty

address P. O. Box 2680
Casper, Wy 82602

STATE OF Wyoming)
) ss
COUNTY OF Natrona)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1, day of Nov., 2002, personally appeared, John R. Kvenild, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: May 4, 2004

SEAL:

NANCY LICHTY-NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires May 4, 2004

Nancy L. Lichty

address P. O. Box 2680
Casper, Wy 82602

STATE OF Wyoming)
) ss
COUNTY OF Albany)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21, day of October, 2002, personally appeared, William J. Kvenild, also known as William K. Kvenild, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 5-11-03

SEAL:

ANGIE K. WINDLE - NOTARY PUBLIC
COUNTY OF ALBANY
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 11, 2003

Angie K. Windle

address 3908 Grand Ave.
Laramie, WY 82070

CORRECTION OF DESCRIPTION OF LEASE

WHEREAS, the undersigned, as the lessor, did under the date of July 1, 2002, make and execute unto Contex Energy Company as lessee, that certain oil and gas lease, covering the certain lands owned by me, situated in Sublette County. State of Wyoming, and described in said lease 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

containing 635.67 acres more or less

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 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/2NE/4**
Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
Section 11: S/2NW/4, N/2SW/4

Containing 635.67 acres more or less

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, I do hereby declare that it was and is my intention to lease for oil and gas purposes the identical tract of land last above described; and I 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 seals this 24 day of October, 2002

William J. Kvenild

William J. Kvenild, a married man dealing in his sole and separate property

293993

RECORDED Nov. 14 2002 8:50a M
IN BOOK 123 D+G PAGE 326
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ACKNOWLEDGEMENT

STATE OF Wyoming
COUNTY OF Albany

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24 day of October, 2002, personally appeared William J. Kvenild

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 5-11-03

ANGIE K. WINDLE - NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES MAY 11, 2003

Angie K. Windle
Notary Public
Address: 3908 Grand Ave.
Laramie, WY 82070

CORRECTION OF DESCRIPTION OF LEASE

WHEREAS, the undersigned, as the lessor, did under the date of July 1, 2002, make and execute unto Contex Energy Company as lessee, that certain oil and gas lease, covering the certain lands owned by me, situated in Sublette County. State of Wyoming, and described in said lease 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

containing 635.67 acres more or less

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 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/2NE/4**
Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
Section 11: S/2NW/4, N/2SW/4

Containing 635.67 acres more or less

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, I do hereby declare that it was and is my intention to lease for oil and gas purposes the identical tract of land last above described; and I 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 seals this 28 day of October, 2002

294600

John Robert Kvenild, a married man dealing in his sole and separate property

RECORDED Dec. 14 2002 8:50 A.M.
IN BOOK 123 OF 6 PAGE 327
FEES $8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Coles

ACKNOWLEDGEMENT

STATE OF Wyoming
COUNTY OF Natrona

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2002, personally appeared John Robert Kvenild III

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 4-13-05

Emily M. Bertagnole
Notary Public
Address: 301 Thelma Dr
Casper, WY 82609

EMILY M. BERTAGNOLE - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 13, 2005

327

328

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:	Richard J. Robertson, a married man dealing in his sole and separate property
Lessee:	Contex Energy Company
Dated:	August 15, 2002
Recorded:	Book 123, Page 40
	In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
	Section 29: E/2, SW/4
	Section 32: N/2N/2
	containing 640.00 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 9th day of September, 2002.

294001

RECORDED Dec. 14 2002 8:55 AM
IN BOOK 123 OF G PAGE 328
FEES $8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 9th day of September, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires January 24, 2005

My Commission Expires 01/24/2005

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

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by EOG RESOURCES, INC. of P. O. Box 4362, Houston, TX 77210-4362, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said EOG RESOURCES, INC., hereinafter called "Assignee", its successors and assigns, the following Oil and Gas Lease, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said lease covers the lands identified and described therein situated in Sublette County, Wyoming, to wit:

Lessor: Mickelson Land Limited Partnership a Wyoming Limited Partnership
Lessee: Contex Energy Company
Dated: August 15, 2002, Effective November 12, 2002
Recorded: Book 123, Page 44
In the records of Sublette County, Wyoming
Covering: TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH PM
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lot 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
containing 3,710.88 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 26th day of August, 2002.

294002

RECORDED Dec. 14 2002 8:56 AM
IN BOOK 123 O&G PAGE 329
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 26th day of August, 2002.

My Commission Expires: January 24, 2005

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

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

330

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:	Theron M. Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, James Avery Greenwood and Elizabeth Greenwood, now known as Elizabeth Greenwood Brown
Lessee:	Contex Energy Company
Dated:	August 15, 2002, Effective November 12, 2002
Recorded:	Book 123, Page 48-68 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH PM Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4 Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4 Section 17: NW/4 Section 18: Lots 1 (40.76), 2 (40.72) TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M. Section 31: S/2NE/4, SE/4 Section 32: S/2N/2, S/2 Section 33: S/2N/2, S/2 Section 34: W/2 TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M. Section 11: Lot 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4 Section 12: Lot 4 (16.50), S/2SW4, SW/4SE/4 Section 13: N/2N/2, SE/4NE/4, SW/4NW/4 TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M. Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 35: S/2 containing 3,710.88 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 26th day of August, 2002.

294003
RECORDED Nov. 14 2002 8:55 AM
IN BOOK 123 OR PAGE 330
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 26th day of August, 2002.

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

My Commission Expires: January 24, 2005

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

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by EOG RESOURCES, INC. of P. O. Box 4362, Houston, TX 77210-4362, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said EOG RESOURCES, INC., hereinafter called "Assignee", its successors and assigns, the following Oil and Gas Lease, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said lease covers the lands identified and described therein situated in Sublette County, Wyoming, to wit:

Lessor: Robert V. Thompson, a widower
Lessee: Contex Energy Company
Dated: August 15, 2002, Effective November 12, 2002
Recorded: Book 123, Page 64
In the records of Sublette County, Wyoming
Covering: TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH PM
Section 7: Lots 1 (15.15), 2 (15.85), 3 (16.65), 7 (40.55), S/2NE/4, N/2SE/4, SE/4NW/4
Section 8: Lots 3 (14.05), 4 (14.55), SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lots 1 (40.76), 2 (40.72)
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P.M.
Section 11: Lot 1 (16.10), S/2NE/4, N/2SW/4, SE/4SW/4, SE/4
Section 12: Lot 4 (16.50), S/2SW4, SW/4SE/4
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 34: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 35: S/2
containing 3,710.88 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 28th day of August, 2002.

294004

RECORDED Dec 14 2002 8:55AM
IN BOOK 123 016 PAGE 331
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 28th day of August, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

My Commission Expires: January 24, 2005

Elly Barnes
Notary Public

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

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:	Circle Cattle Company Limited Partnership, a Wyoming Limited Partnership
Lessee:	Contex Energy Company
Dated:	August 15, 2002
Recorded:	Book 123, Page 72 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 31 NORTH, RANGE 113 WEST, 6TH P.M. Section 17: S/2SE/4 Section 19: S/2NE/4, N/2SE/4 Section 20: N/2NE/4, NE/4NW/4, W/2NW/4, SE/4NW/4, SW/4NE/4, NW/4SW/4 Section 21: NW/4NW/4, W/4NE/4, E/2NW/4 containing 760.00 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 26th day of August, 2002.

294005

RECORDED Oct. 14 2002 8:55 AM
IN BOOK 123 O+G PAGE 332
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

STATE OF COLORADO
COUNTY OF DENVER

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

Given under my hand and seal of office, this the 26th day of August, 2002.

My Commission Expires: January 24, 2005

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/24/2005

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

[redacted] [redacted] [redacted]

PLEASE RETURN TO:
THE OIL & GAS ASSET
CLEARINGHOUSE, INC.
P.O. BOX 671787
HOUSTON, TX 77267-178-

LEASEHOLD
SUBLETTE COUNTY, WY

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TOTALFINAELF E&P USA, INC.**, a Delaware corporation, successor in interest to ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company), whose address is 800 Gessner, Suite 700, Houston, Texas 77024 ("Assignor"), does hereby grant, bargain, sell, transfer, assign, convey and deliver unto:

1/2 Interest to:
T.C. Craighead & Company
PO Box 576
Ardmore, OK 73402

1/4 Interest to:
Dennis Mitchell
Box 711
Yankton, SD 57078

1/4 Interest to:
Ronald E. Slover
3614 Royal Road
Amarillo, TX 79109

(hereinafter referred to as "Assignee"), subject to all of the provisions hereof and all acreage, depth and other limitations, if any, set forth on Exhibit "A" attached hereto and made a part hereof, all of Assignor's right, title and interest in and to the Oil, Gas and Mineral Leases described in Exhibit "A" (the "Leases" or "LEASES"), together with all property and rights incident thereto.

TO HAVE AND TO HOLD the Leases, as herein limited, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, its heirs, successors and assigns, as to each Lease for so long as such Lease is in force and effect, subject to the following:

Assignee shall comply with and does hereby assume, to the extent of the interests herein conveyed to Assignee, all express and implied covenants and obligations contained in, or arising out of, the Leases, including without limitation, the obligation to properly plug and abandon the wells and restore the property covered thereby.

This Assignment is accepted by the Assignee subject to the terms and conditions of the Leases, as well as any assignments, operating agreements, leases, permits, rights-of-way, licenses, easements, options, orders, product purchase and sale contracts, gas processing agreements, gas gathering agreements, and/or any other agreements or contracts attributable to, affecting, or otherwise relating to the Leases, whether or not recorded, and Assignee assumes the obligations of Assignor with respect thereto.

THIS ASSIGNMENT IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED OR OTHERWISE PROVIDED OR SHOWN TO THE ASSIGNEE BY ASSIGNOR OR ANY THIRD PARTY WITH RESPECT TO THE LEASES, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE LEASES, OR THE VALUE OF THE LEASES BASED ON THE SALES PRICES OF ANY SUCH HYDROCARBONS. GRANTEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OF GRANTOR OR ANY OTHER PARTY IN DECIDING TO ACQUIRE THE LEASES AND HAS MADE ITS OWN INDEPENDENT ASSESSMENT

294073

RECORDED Nov. 18 2002 10:52AM
IN BOOK 193 Q+6 PAGE 333
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

333

By Cathy Scott

SALE 177C
LOT - 97

333

OF THE VALUE THEREOF.

WAIVER OF CONSUMER RIGHTS. TO THE EXTENT APPLICABLE TO THIS TRANSACTION, ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE (A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS). AFTER CONSULTATION WITH AN ATTORNEY OF ITS CHOICE, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER. EACH PARTY ACKNOWLEDGES THAT THE PARTIES HERETO DO NOT OCCUPY DISPARATE BARGAINING POSITIONS. TO THE EXTENT PERMITTED BY LAW, ASSIGNEE FURTHER WAIVES ITS RIGHTS UNDER ANY SIMILAR LAWS, STATUTES OR RULES OF THE JURISDICTION IN WHICH THE LANDS AFFECTED BY THIS CONVEYANCE ARE LOCATED.

ASSIGNEE REPRESENTS THAT IT IS A KNOWLEDGEABLE AND SOPHISTICATED OIL AND GAS INVESTOR AND IS ACQUIRING THE INTEREST DESCRIBED HEREIN FROM ASSIGNOR FOR ITS OWN BENEFIT AND NOT FOR RESALE. ASSIGNEE, TO THE EXTENT LAWFUL, WAIVES ANY RIGHTS UNDER ANY FEDERAL OR STATE LAW OR REGULATION UNDER WHICH SUCH INTEREST MAY BE CLASSIFIED AS A SECURITY.

AS BETWEEN THE PARTIES HERETO, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ANY CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS ASSIGNMENT WHICH CANNOT BE RESOLVED BY MUTUAL AGREEMENT SHALL, UPON WRITTEN NOTICE BY ONE PARTY TO THE OTHER, BE SUBMITTED TO BINDING ARBITRATION, IN ACCORDANCE WITH AND SUBJECT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL ARBITRATION HEARINGS HELD PURSUANT TO THIS PARAGRAPH SHALL BE CONDUCTED IN HOUSTON, TEXAS, U.S.A. OR SUCH OTHER LOCATION AGREED UPON BY BOTH PARTIES. THE ARBITRATOR SHALL BE AN ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN THE FIELD OF OIL AND GAS LAW AND SHALL BE JOINTLY AGREED UPON BY THE PARTIES, BUT IF NO AGREEMENT CAN BE REACHED WITHIN THIRTY (30) DAYS, THEN SUCH ARBITRATOR SHALL BE APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES AND SHALL BE ENFORCEABLE IN ANY COURT HAVING JURISDICTION OVER THE PARTY TO BE CHARGED. NO EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES SHALL BE AWARDABLE. IN THE EVENT OF A DECISION ADVERSE TO ASSIGNOR, ASSIGNOR SHALL HAVE THE RIGHT, AT ASSIGNOR'S SOLE OPTION, TO RESCIND THIS ASSIGNMENT, RECEIVE A RECONVEYANCE OF THE INTEREST ASSIGNED HEREIN, AND RETURN ASSIGNEE'S CONSIDERATION (WITHOUT INTEREST) AS ASSIGNEE'S SOLE REMEDY.

THIS ASSIGNMENT IS MADE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE LEASES AND ANY PROPERTY AND RIGHTS INCIDENT THERETO.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the covenants hereof shall run with the land.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Assignment is executed and delivered this 11 day of September, 2002, but shall be made effective as of September 1, 2002.

ASSIGNOR:

TOTALFINAELF E&P USA, INC.

By: _____
Bruno Simon
Vice President

ASSIGNEE:

By: _____

Title: T.C. Craighead as President and Attorney-In-Fact

ASSIGNEE:
T.C. CRAIGHEAD & COMPANY
DENNIS MITCHELL
RONALD E. SLOVER

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

On the 11 day of September, 2002, before me appeared Bruno Simon, to me personally known, who being by me duly sworn did say that he is Vice President of TotalFinaElf E&P USA, Inc., and that the foregoing instrument was signed in behalf of such corporation by authority of the Board of Directors of such corporation and that he acknowledged the instrument to be the free act and deed of the corporation.

My Commission Expires:

JOHN M. WAINWRIGHT
Notary Public, State of Texas
My Commission Expires
June 17, 2005

_____
Notary Public in and for the State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this _____ day of September, 2002.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF HARRIS }

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **T.C. Craighead as President of T.C. Craighead & Company and as Attorney-In-Fact on behalf of Dennis Mitchell and Ronald E. Slover**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of September, 2002.

KATHRIN HOLLAND
MY COMMISSION EXPIRES
October 13, 2002

Kathrin Holland
Notary Public in and for the State of Texas

My Commission Expires: October 13, 2002

EXHIBIT "A"

TFE LEASE NO	ST	COUNTY	LESSOR	LESSEE	DATE	RECORDED BOOK	RECORDED PAGE
01WY003848-000	WY	SUBLETTE	USA WY 049-54136	SAM V MORSE	03/31/76		
01WY003864-000	WY	SUBLETTE	USA WY 049-54162	PATRICIA R PFENNING	03/31/76	54	421
01WY003868-000	WY	SUBLETTE	USA WYW 054471	ANGELO J LIBERATORE	09/01/76		

337

338

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

00140

Serial No. WYW 127354

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. 18 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 John P. Lockridge
   Street 1801 Broadway, #550
   City, State, Zip Code Denver, CO 80202

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: WY-9210-319 *Sale Date (m/d/y): 10 / 06 / 92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

Amount remitted: Filing fee $ 75.00 Rental fee $ 3780.00 Total acres applied for 2520.00
Total $ 3855.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

294074

RECORDED Nov. 18 2002 10:50 AM
IN BOOK 123 016 PAGE 338
FEES $23.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 22 2002
BUREAU OF LAND MANAGEMENT

Total acres in lease _____
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:

X Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER NOV 4 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE DEC 1 1992

[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 either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (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 6th day of October, 19 92.

John L. Lachenbruch
(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 primary term; 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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1986 673-016/95010

WYW127855 2520.000 Acres
T.027ON, R.107OW, 06th PM,
sec. 022 ALL;
025 ALL;
026 NE,N2NW,SENW,S2;
027 ALL;
Sublette County

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 22 2002
BUREAU OF LAND MANAGEMENT

WYW127855

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.

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).

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 22 2002
BUREAU OF LAND MANAGEMENT

WYW127855

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Feb 1 to Jul 31;

On the lands described below:

(2) sec. 25, SE, SENE;

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 22 2002
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW127655

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 22 2002
BUREAU OF LAND MANAGEMENT

Producers 88 - Revised
Wyoming (U)
(12-56)

294075

RECORDED Nov. 18 2002 8:15 A.M.
IN BOOK 123 D+G PAGE 344
FEES $ 14.00
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of September, 2002, by and between **YVONNE G. ZIMMERMAN as TRUSTEE of THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST, dated July 17, 1997, JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, PHILLIP HARDEN ZIMMERMAN, LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, CRISTY V. ZIMMERMAN KING, MARY FRANCES ZIMMERMAN,** and **WILLIAM NOLAN ZIMMERMAN**, of Concordia Parish, Louisiana, hereinafter called lessor (whether one or more), and **SHAMA ZOE LIMITED PARTNERSHIP**, of Englewood, Colorado, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of **TEN AND MORE DOLLARS ($10.00)** in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Southwest Quarter (SW¼) of Section 36, Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming,

it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain **160** acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver free of cost to lessor at the wells or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the **Concordia Bank & Trust Co., at Vidalia, Louisiana** (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of **Three Hundred Twenty Dollars ($320.00)**, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office addressed to the depository bank or lessor (at his last known address as shown by lessee s records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a lesser interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such lesser interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

[redacted] [redacted] [redacted]

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may became due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

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

THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST

By: _____
YVONNE G. ZIMMERMAN, Trustee

_____
JOHN HARRY ZIMMERMAN

_____
FREDRICK LOUIS ZIMMERMAN

_____
PHILLIP HARDEN ZIMMERMAN

_____
LAWERENCIE MAE ZIMMERMAN MAGUIRE

_____
MELISSA F. ZIMMERMAN WROTEN

_____
CRISTY V. ZIMMERMAN KING

_____
MARY FRANCES ZIMMERMAN

_____
WILLIAM NOLAN ZIMMERMAN

SHAMA ZOE LIMITED PARTNERSHIP

By: _____
GILMAN A. HILL, General Partner

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared YVONNE G. ZIMMERMAN in her capacity as Trustee of the Bill D. Zimmerman and Yvonne G. Zimmerman Revocable Living Trust, to me known to be the person described in and who executed the foregoing instrument, an acknowledged that she executed the same as their free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, and PHILLIP HARDEN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Concordia)

On this 6th day of November, 2002, before me personally appeared LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, and CRISTY V. ZIMMERMAN KING, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public SANDRA P. [illegible] LO

My Commission expires: at Death

STATE OF ~~LOUISIANA~~ Mississippi)
County
: ss.
PARISH OF Adams)

On this 24th day of September, 2002, before me personally appeared MARY FRANCES ZIMMERMAN and WILLIAM NOLAN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES NOV. 13, 2004 BONDED THRU STEGALL NOTARY SERVICE

STATE OF COLORADO)
: ss.
COUNTY OF ARAPAHOE)

On this 16th day of September, 2002, before me personally appeared GILMAN A. HILL, to me known, who, being by me duly sworn, did say that he is the General Partner of SHAMA ZOE LIMITED PARTNERSHIP and that said instrument was signed on behalf of said limited partnership, and acknowledged said instrument to be the free act and deed of the partnership.

JoAnn Sarver, Notary Public

My Commission expires November 21, 2002

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

ASSIGNMENT

Roubidoux, LLC whose address is 633 17th St. #1650, Denver, CO 80202 hereinafter called Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey and assign unto Gasconade Oil Co. whose address is 633 17th St. #1650, Denver, CO 80202, all of Assignor's right, title and interest in and to the following described oil and gas lease(s) in Sublette County, WY, to wit:

294181

RECORDED Nov. 25 2002 9:40 AM
IN BOOK 123 OG PAGE 347
FEES $ 11.00 CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

See the attached Exhibit "A"

This Assignment is made, executed, delivered and accepted subject to the following express terms and conditions.

1. This Assignment is made without warranty of title or representation, expressed or implied.

Executed this 13th day of November, 2002.

Effective January 1, 2003.

Witness:

Walter K. Arbuckle

Roubidoux, LLC

W. Clifton Arbuckle, Manager

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of November, 2002, by W. Clifton Arbuckle as Manager of Roubidoux, LLC.

WITNESS my hand and official seal.

Notary Public
Jaxcene L. Heinze

My Commission Expires: 1-4-04

EXHIBIT "A"

Attached to and made a part of that certain
Assignment dated November 13, 2002, by and between
Roubidoux, LLC and Gasconade Oil Co.

Lessor: David W. Robbins, et ux
Lessee: Anschutz Western Corporation
Dated: 2-12-98, effective 11-2-98
Recorded: Book 108 at Page 466
Legal: T35N, R112W 6th PM
Sec. 1: Lots 1-3, SWNE, E½SW, W½SE
12: NE

T35N, R111W 6th PM
Sec. 7: Lot 2, SENW

T36N, R112W 6th PM
Sec. 36: All

Sublette County, WY

CORRECTION OF DESCRIPTION OF LEASE

WHEREAS, the undersigned, as the lessor, did under the date of July 1, 2002, make and execute unto Contex Energy Company as lessee, that certain oil and gas lease, covering the certain lands owned by me, situated in Sublette County. State of Wyoming, and described in said lease 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

containing 635.67 acres more or less

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 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/2NE/4**
Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
Section 11: S/2NW/4, N/2SW/4

294195

RECORDED Nov. 25 2002 3:00 PM
IN BOOK 230 G PAGE 349
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 635.67 acres more or less

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, I do hereby declare that it was and is my intention to lease for oil and gas purposes the identical tract of land last above described; and I 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 seals this 30 day of October, 2002

Barbara J. Tonn

Barbara J. Tonn, formerly known as Barbara Jean Storey, a married woman dealing in her sole and separate property

ACKNOWLEDGEMENT

STATE OF Montana
COUNTY OF Gallatin

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of October, 2002, personally appeared Barbara J. Tonn

_____, 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 a free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 8/30/2003

STATE OF WYOMING NOTARIAL SEAL

Shelley Bed
Notary Public Shelley Bed
Address: 73 Chestnut Rd.
Bozeman, Mt. 59715

350

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

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of April, 2002, by and between John Fredlund and Bess Snyder Fredlund, husband and wife

Of P. O. Box 1362, Billings, Montana 59103, 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 22: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 23: SW/4NW/4, W/2SW/4, SE/4SW/4
Section 25: NW/4NW/4
Section 26: N/2N/2, SW/4NW/4, NW/4SW/4
Section 27: NE/4, E/2NW/4, NE/4SE/4

294213

RECORDED Nov. 27 2002 11:00a M
IN BOOK 123 P46 PAGE 350
FEES $ 14.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By [illegible]

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

And containing 1080.00 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, effective November 13, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such 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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance 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

Madison 75778 .010

[redacted] [redacted] [redacted]

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.

John Fredlund

Bess Snyder Fredlund

STATE of Montana

COUNTY of Yellowstone

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25 day of April, 200 2.

Personally appeared John Fredlund and Bess Snyder Fredlund, husband and wife

Identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed the same as t heir 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: 01-15-2005

JACQUELINE BRYANT NOTARIAL SEAL STATE OF MONTANA

Jacqueline Bryant

Notary Public:

Address: Billings, MT

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 April 19, 2002, effective November 13, 2002 by and between John Fredlund and Bess Snyder Fredlund, husband and wife, Lessor, and Contex Energy Company, Lessee, to-wit:

Notwithstanding anything to the contrary herein contained, wherever the term one-eighth ($1/8^{th}$) royalty appears in the body of said lease, the term shall be changed to seventeen and one-half percent (17.5%) royalty.

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

John Fredlund

Bess Snyder Fredlund

Produced 08
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of April, 2002, by and between Fred W. Marble, a married man dealing in his sole and separate property

Of P. O. Box 796, Billings, Montana 59103, 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 22: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 23: SW/4NW/4, W/2SW/4, SE/4SW/4
Section 25: NW/4NW/4
Section 26: N/2N/2, SW/4NW/4, NW/4SW/4
Section 27: NE/4, E/2NW/4, NE/4SE/4

294214

RECORDED Nov. 27 20 02 11:00 AM
IN BOOK 123 O&G PAGE 353
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

And containing 1080.00 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, effective November 13, 2002 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such 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 royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed~~. FWM

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

Meadow Gas ... 75778.011

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.

FWM

~~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.

FWM

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.

FWM

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.

Frank W Marble

Fred W. Marble, a married man dealing in his sole and separate property

STATE of Montana

COUNTY of Yellowstone

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of May, 200 2.

Personally appeared Fred W. Marble, a married man dealing in his sole and separate property

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: July 03, 2004

Roberta Marble

Notary Public:

Address: Billings, MT

STATE of ooo

COUNTY

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 April 19, 2002, effective November 13, 2002 by and between Fred W. Marble, 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 ($1/8^{th}$) royalty appears in the body of said lease, the term shall be changed to seventeen and one-half percent (17.5%) royalty.

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

Fred W. Marble

Fred W. Marble, a married man dealing in his
sole and separate property

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease dated September 16, 2002, from **YVONNE G. ZIMMERMAN as TRUSTEE of THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST, dated July 17, 1997, JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, PHILLIP HARDEN ZIMMERMAN, LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, CRISTY V. ZIMMERMAN KING, MARY FRANCES ZIMMERMAN,** and **WILLIAM NOLAN ZIMMERMAN**, of Concordia Parish, Louisiana, as Lessors, to **SHAMA ZOE LIMITED PARTNERSHIP**, of Englewood, Colorado, as Lessee, recorded in Book 123 of Oil and Gas, Page 344, of the land records of Sublette County, Wyoming, is owned by Shama Zoe Limited Partnership in so far as it covers the following-described land in Sublette County, Wyoming, to-wit:

Southwest Quarter (SW¼) of Section 36, Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration we, YVONNE G. ZIMMERMAN as TRUSTEE of THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST, dated July 17, 1997, JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, PHILLIP HARDEN ZIMMERMAN, LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, CRISTY V. ZIMMERMAN KING, MARY FRANCES ZIMMERMAN, and WILLIAM NOLAN ZIMMERMAN, and each of us, do hereby ratify, approve, confirm, and adopt the above-described oil and gas lease in so far as it covers the above-described land, and do hereby lease, demise, and let said land unto SHAMA ZOE LIMITED PARTNERSHIP, subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now if full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above-described land may be divided as follows:

Credit to:	Address:	Amount:
The Bill D. Zimmerman and Yvonne G. Zimmerman Revocable Living Trust, dated July 17, 1997	111 Shady Lane, Ferriday, LA 71334	8/48
John Harry Zimmerman	8007 Edwina Dr, Little Rock, AR 72209	8/48
Fredrick Louis Zimmerman	Rt 1, Box 61AA, Jonesville, LA 71343	8/48
Phillip Harden Zimmerman	P.O. Box 2804, Deville, LA 71328	8/48
Lawerencie Mae Zimmerman Maguire	69 Marin Avenue, Natchez, MS 39120	6/48
Melissa F. Zimmerman Wroten	69 Marin Avenue, Natchez, MS 39120	1/48
Cristy V. Zimmerman King	69 Marin Avenue, Natchez, MS 39120	1/48
Mary Frances Zimmerman	108 Vine Street, Natchez, MS 39120	6/48
William Nolan Zimmerman	108 Vine Street, Natchez, MS 39120	2/48

and that payment or tender of the amount above set forth opposite his name, directly of to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties or to their successors in interest will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of each of the above-named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above-identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

Witness our hands this 23rd day of September 2002.

RECORDED Nov 27 2002 11:00AM
IN BOOK 123 O+G PAGE 356
FEES $ 11.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST

294215

By: Yvonne G. Zimmerman
YVONNE G. ZIMMERMAN, Trustee

John Harry Zimmerman
JOHN HARRY ZIMMERMAN

Fredrick Louis Zimmerman
FREDRICK LOUIS ZIMMERMAN

Phillip Harden Zimmerman
PHILLIP HARDEN ZIMMERMAN

Lawerencie Mae Zimmerman Maguire
LAWERENCIE MAE ZIMMERMAN MAGUIRE

Melissa F. Zimmerman Wroten
MELISSA F. ZIMMERMAN WROTEN

Cristy V. Zimmerman King
CRISTY V. ZIMMERMAN KING

Mary Frances Zimmerman
MARY FRANCES ZIMMERMAN

William Nolan Zimmerman
WILLIAM NOLAN ZIMMERMAN

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared YVONNE G. ZIMMERMAN in her capacity as Trustee of The Bill D. Zimmerman and Yvonne G. Zimmerman Revocable Living Trust, to me known to be the person described in and who executed the foregoing instrument, an acknowledged that she executed the same as her free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, and PHILLIP HARDEN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Concordia)

On this 6th day of November, 2002, before me personally appeared LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, and CRISTY V. ZIMMERMAN KING, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: at Death

SANDRA P. [illegible]
For [illegible]

STATE OF ~~LOUISIANA~~ Mississippi)
County
PARISH ~~OF~~ Adams)

On this 24th day of September, 2002, before me personally appeared MARY FRANCES ZIMMERMAN and WILLIAM NOLAN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 13, 2004
BONDED THRU STEGALL NOTARY SERVICE

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2002, by and between **YVONNE G. ZIMMERMAN as TRUSTEE of THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST, dated July 17, 1997; JOHN HARRY ZIMMERMAN; FREDRICK LOUIS ZIMMERMAN; PHILLIP HARDEN ZIMMERMAN; LAWERENCIE MAE ZIMMERMAN MAGUIRE; MELISSA F. ZIMMERMAN WROTEN; CRISTY V. ZIMMERMAN KING; MARY FRANCES ZIMMERMAN;** and **WILLIAM NOLAN ZIMMERMAN**, of Concordia Parish, Louisiana;

WHEREAS, the parties to this agreement are owners as tenants in common of certain real and mineral property located in Sublette County, Wyoming, described as:

Southwest Quarter (SW¼) of Section 36, Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming;

WHEREAS, the parties own the surface of said property in the following undivided interests as tenants in common:

THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST	4/24 interest
JOHN HARRY ZIMMERMAN	4/24 interest
FREDRICK LOUIS ZIMMERMAN	4/24 interest
PHILLIP HARDEN ZIMMERMAN	4/24 interest
LAWERENCIE MAE ZIMMERMAN MAGUIRE	2/24 interest
MELISSA F. ZIMMERMAN WROTEN	1/24 interest
CRISTY V. ZIMMERMAN KING	1/24 interest
MARY FRANCES ZIMMERMAN	2/24 interest
WILLIAM NOLAN ZIMMERMAN	2/24 interest;

WHEREAS, the parties own the minerals interests in said property in the following undivided interests as tenants in common:

THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST	8/48 interest
JOHN HARRY ZIMMERMAN	8/48 interest
FREDRICK LOUIS ZIMMERMAN	8/48 interest
PHILLIP HARDEN ZIMMERMAN	8/48 interest
LAWERENCIE MAE ZIMMERMAN MAGUIRE	6/48 interest
MELISSA F. ZIMMERMAN WROTEN	1/48 interest
CRISTY V. ZIMMERMAN KING	1/48 interest
MARY FRANCES ZIMMERMAN	6/48 interest
WILLIAM NOLAN ZIMMERMAN	2/48 interest;

WHEREAS, the parties have entered into a certain Oil and Gas Lease covering said property, which lease is dated the 16th day of September, 2002, and wherein Shama Zoe Limited Partnership, of Englewood, Colorado, is Lessee;

WHEREAS, the parties desire to designate a depository for proceeds from said mineral lease and to designate an agent to deposit and disburse said proceeds; and

WHEREAS, the parties desire to enter into a written agreement to set forth the terms and conditions of the agency.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

1. The bonus consideration and all future delay rentals under the Oil and Gas Lease with Shama Zoe Limited Partnership, its successors and assigns, shall be paid into an account in the Concordia Bank and Trust Co., P.O. Box 518, Vidalia, Louisiana 71373, Account No. 40-6393-7, which account is in the names of Fred H. Zimmerman, and John Zimmerman.

294216

RECORDED Dec. 27 2002 11:00AM
IN BOOK 123 Of G PAGE 358
FEES $ 14.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2. For the mutual convenience of the parties and to simplify dealings with the lessee, John Zimmerman is hereby appointed agent for the parties to this agreement to be responsible for the safekeeping and proper disbursement of all of said proceeds deposited in this account.

3. It is understood and agreed that John Zimmerman will maintain this account and the proceeds deposited therein to pay the property taxes on the lands subject to the lease.

4. The funds will maintained for this purpose until exhausted or until the parties no longer own the property. Should the parties convey the property, any remaining funds in the account will be disbursed to the parties in proportion to their mineral interests as set forth above.

5. The parties agree to indemnify and hold Shama Zoe Limited Partnership harmless from any liability for depositing the proceeds subject to this agreement into the account identified above.

6. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

THE BILL D. ZIMMERMAN AND YVONNE G. ZIMMERMAN REVOCABLE LIVING TRUST

By: _____
YVONNE G. ZIMMERMAN, Trustee

_____
JOHN HARRY ZIMMERMAN

_____
FREDRICK LOUIS ZIMMERMAN

_____
PHILLIP HARDEN ZIMMERMAN

_____
LAWERENCIE MAE ZIMMERMAN MAGUIRE

_____
MELISSA F. ZIMMERMAN WROTEN

_____
CRISTY V. ZIMMERMAN KING

_____
MARY FRANCES ZIMMERMAN

_____
WILLIAM NOLAN ZIMMERMAN

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared YVONNE G. ZIMMERMAN in her capacity as Trustee of The Bill D. Zimmerman and Yvonne G. Zimmerman Revocable Living Trust, to me known to be the person described in and who executed the foregoing instrument, an acknowledged that she executed the same as her free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Catahoula)

On this 23 day of September, 2002, before me personally appeared JOHN HARRY ZIMMERMAN, FREDRICK LOUIS ZIMMERMAN, and PHILLIP HARDEN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: Death

STATE OF LOUISIANA)
: ss.
PARISH OF Concordia)

On this 6th day of November, 2002, before me personally appeared LAWERENCIE MAE ZIMMERMAN MAGUIRE, MELISSA F. ZIMMERMAN WROTEN, and CRISTY V. ZIMMERMAN KING, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public
SANDRA P. TU[illegible]ELLO

My Commission expires: at Death

STATE OF ~~LOUISIANA~~ Mississippi)
County
~~PARISH~~ OF Adams)
: ss.

On this 24th day of September, 2002, before me personally appeared MARY FRANCES ZIMMERMAN and WILLIAM NOLAN ZIMMERMAN, to me known to be the persons described in and who executed the foregoing instrument, an acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 13, 2004
BONDED THRU STEGALL NOTARY SERVICE

294291

COUNTY OF SUBLETTE §
§
STATE OF WYOMING §

RECORDED Dec. 3 2002 10:00 AM
IN BOOK 123 046 PAGE 361
FEES $ 32.00 Mary L Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

MINERAL DEED AND ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This Mineral Deed and Assignment of Overriding Royalty Interests (this "Deed") is executed as of the Effective Time from Ocean Energy, Inc., a Louisiana corporation ("Grantor"), whose address is 1001 Fannin, Suite 1600, Houston, Texas 77002, to Black Stone Acquisitions Partners I, L.P., a Delaware limited partnership, ("Grantee"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002. This Deed is executed pursuant to and subject to all of the terms and conditions of that certain Agreement for Purchase and Sale dated August 23, 2002, by and between Grantor and Grantee (the "*PSA*"). Any conflict between the terms and conditions of this Deed and the terms and conditions of the PSA shall be resolved in favor of the terms and conditions of the PSA.

The following terms shall have the meanings assigned:

"*Effective Time*" means 12:01 a.m. local time on January 1, 2002.

"*Assets*" means all right, title and interest of Grantor in and to the following:

Assets. Excluded Assets, as defined herein, the term *"Assets"* shall mean all of the right, title and interest of Grantor in and to:

1) all mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, production payments, net profits interests, and any other oil and gas or other minerals assets owned by Grantor, including, without limitation, all oil, liquid hydrocarbons, gas and their respective constituent products, and any other minerals, including sulfur, coal seam gas, carbon dioxide, helium and other gases (whether or not produced in association with oil and gas, industrial minerals, precious and semi-precious gems and minerals, lead, zinc, copper, coal, lignite, peat, potassium (regardless of the method used to mine and remove the same and regardless of the effect of such mining and removal upon the surface estate, including the destruction thereof), phosphate, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, ruble ilmenite, leucoxene, zircon, monazite, gold, silver, bauxite, limestone, granite, saprolite, kaolin (and other forms of clay), scoria, caliché, sand, gravel, aggregate and other mined or quarried stone, bedrock, and other rock materials (regardless of the method used to quarry, mine or remove same), geothermal energy (including entrained methane, hydrostatic pressure and thermal energy) and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous (all such

substances are defined for purposes of this Agreement as *"Minerals"),* in, on and under all lands in the forty-eight (48) contiguous states of the United States and Alaska (the *"Lands")* as of the Effective Date, including, without limitation those lands described in Exhibit A hereto (Grantor's right, title and interest in and to the Minerals in, on and under each tract of Land and royalty and overriding royalty interests in the same being herein called a *"Mineral Interest"* and in, on and under all such Lands being herein collectively called the *"Mineral Interests");*

2) to the extent it is within the power and authority of Grantor to so grant (i) the right of ingress and egress, at all times for the purpose of exploring and drilling for Minerals, and operating and producing Minerals from the Lands and removing the same therefrom, and of laying pipelines, storing oil, building tanks, processing and treating plants and facilities, power stations, telephone lines, roads and other structures necessary to produce, save, care for, treat, store, compress, process, and transport said products, and (ii) all rights with respect to the use and occupation of the surface of the Lands and the subsurface depths under the Lands; and (iii) the right of ingress and egress across the Lands.

3) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Mineral Interest being a part thereof, including all production of Minerals from such pool or unit allocated to any such Mineral Interest;

4) all contracts, agreements, oil and gas or other Mineral leases and other arrangements, to the extent the same relate to the Mineral Interests (the *"Contracts"*);

5) all executive rights, including the right to execute leases, to the extent such executive rights relate to the Mineral Interests (the *"Executive Rights"*);

6) for those Mineral Interests which Grantee identifies to Grantor as properties in which Grantor is not retaining any working or other associated interests, originals, and otherwise, copies of all mineral files, lease files, contract files, abstracts and title opinions, maps, production records, well files and accounting records (but not including general financial or tax accounting records relating to the business of Grantor as a whole) related directly to the Assets the (*"Records"*); provided, however, where Grantor is retaining original Records, Grantor shall provide Grantee with access to same upon reasonable written request and during normal business hours;

7) any and all proceeds and revenues attributable to the Assets on or after the Effective Time, including, without limitation, proceeds and revenues attributable to production and leasing activities relating to the Assets on or after the Effective Time, and paid in the ordinary course of business after the Effective Time, and revenues from the settlement of contract disputes with lessees, purchasers or transporters of oil or gas or other Minerals or byproducts produced from the Mineral Interests, including, without limitation, settlement of take-or-pay disputes, insofar as such proceeds are attributable to periods of time on or after the Effective Time; and

[redacted] [redacted] [redacted]

Excluded Assets. Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale contemplated hereby (collectively, the *"Excluded Assets")*

1) any refund of costs, taxes or other expenses borne by Grantor or its predecessors in title attributable to the period prior to the Effective Time;

2) any and all proceeds and revenues attributable to the Assets and payable to Grantor including, without limitation, proceeds and revenues attributable to production and leasing activities, relating to the Assets prior to the Effective Time, regardless when paid;

3) any and all proceeds and revenues payable to Grantor under Contracts including, without limitation, from the settlement of contract disputes with lessees, purchasers or transporters of oil and gas or other Minerals or byproducts produced from the Mineral Interests, including, without limitation, settlement of take-or-pay disputes, insofar as such proceeds are attributable to periods of time prior to the Effective Time;

4) any and all fee surface interests owned by Grantor;

5) except to the extent expressly described on Exhibit A attached hereto, all Minerals in, on and under lands located offshore, including, without limitation, lands located on the Outer Continental Shelf; or in state coastal waters;

6) any and all assets of Grantor described on Exhibit B attached hereto.

Grant. Grantor, 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 Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the Permitted Encumbrances (as such term is defined in the PSA), has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto Grantee, its successors and assigns, the Assets, SAVE AND EXCEPT, and Grantor does hereby exclude the Excluded Assets herefrom:

Habendum. To have and to hold the above-described Assets unto Grantee, its successors and assigns, forever, against those claiming by, through or under Grantor, but not otherwise, which such special warranty shall survive only for a period of one year from [the closing date] subject to the terms of the PSA. Except as otherwise expressly provided herein, this Deed is made without warranty of any kind, expressed, implied, statutory, or otherwise, and all warranties that might arise by statute or by common law are expressly disclaimed and excluded.

Without in any way limiting the foregoing, Grantee hereby accepts the Assets covered by this Deed, subject to the Permitted Encumbrances (as such term is defined in the PSA).

Further Assurances. So long as authorized by applicable law to do so, Grantor will do, execute, acknowledge, and deliver all further acts, conveyances, notices, releases or other instruments, as may be reasonably necessary or appropriate to fully assure Grantee, its successors and assigns, all of their respective rights, titles, interests, estates, remedies, powers, and privileges granted, conveyed, and transferred by this Deed, or purported so to be.

Taxes. Grantor shall be responsible for the payment of taxes and assessments relating to the Assets which accrue prior to the Effective Time. Grantee shall be responsible for the payment of taxes and assessments relating to the Assets which accrue on and after the Effective Time.

Successors and Assigns. All of the terms and provisions of this Deed shall extend to, be binding upon, and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, representatives, successors, and assigns.

Subject to Existing Options and Leases. This Deed is made subject to any valid and subsisting document relating to the Mineral Interests as set forth in the PSA.

IN WITNESS WHEREOF, the parties have caused this Deed to be duly executed on the date in the acknowledgments appended hereto, but effective for all purposes as of the Effective Time. The Deed may be executed in multiple original counterparts (all such counterparts shall constitute but one and the same Deed, except that (a) to facilitate recordation, certain counterparts hereof may include only that portion of the foregoing referenced Exhibits which contain descriptions of the Assets located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibits shall be included in such counterparts by reference only, (b) only those counterparts hereof being retained by Grantor and Grantee or otherwise containing counterpart descriptions of the Assets located in (or otherwise subject to recording or filing requirements and/or otherwise subject to recording or filing requirements and/or protections of the recording or filing acts or regulations of) the State of Louisiana are executed by Grantee, (c) the execution of this Deed by Grantor may not be witnessed on these counterparts hereof containing descriptions of Assets located in states where witnesses are not required by applicable law, and (d) the execution of this Deed by Grantor may not be attested on those counterparts hereof containing Assets in states where attestation is not required and/or encouraged by applicable law. Complete copies of this Deed containing all of the foregoing referenced Exhibits will be retained by Grantor and Grantee.

GRANTOR

OCEAN ENERGY, INC.

By: _____
Hank Wood
Attorney-in-Fact

GRANTEE

BLACK STONE ACQUISITIONS PARTNERS I, L.P.

By: BLACK STONE INTERESTS, L.L.C.,
General Partner

By: _____
Richard D. Eicher
Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 27, 2002, by Hank Wood, as Attorney-in-Fact of Ocean Energy, Inc., a Louisiana corporation.

Witness my hand and official seal.

DEBBIE K. McGEE
Notary Public, State of Texas
My Commission Expires
MAY 18, 2004

Debbie K McGee
Notary Public

Residing at Harris County, Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 27, 2002, by Richard D. Eicher, as Vice President of Black Stone Interests, L.L.C., General Partner of Black Stone Acquisitions Partners I, L.P, a Delaware limited partnership.

Witness my hand and official seal.

DEBBIE K. McGEE
Notary Public, State of Texas
My Commission Expires
MAY 18, 2004

Debbie K McGee
Notary Public

Residing at Harris County, Texas.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Mineral Deed and Assignment of Overriding Royalty Interests from Ocean energy, Inc., a Louisiana corporation, to Black Stone Acquisitions Partners I, L.P., a Delaware limited partnership dated Effective January 1, 2002.

Lease No.. WY-135230-003678-00-01
Lessor/Grantor: WATERS, VIOLA ET AL
Lessee/Grantee: EDWARD J ACKMAN
Lease Date 3/17/1981
Recorded.. Book 61 , Page 508 File
Desc..... 028N 112W 035
T28N R112W
SEC 35:
LOTS 7 (19.80 ACS), 10 (9.58 ACS), & 11 (39.22 ACS) &
THE BED OF THE GREEN RIVER
RIPARIAN RIGHTS THERETO.
HBP: SPLIT RIVER FEE #24-35

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

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

029N 112W 025
N/2NW/4

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

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

029N 112W 035
ALL

[redacted] [redacted] [redacted]

EXHIBIT "B"
Excluded Assets

Attached to and made a part of that certain Mineral Deed and Assignment of Overriding Royalty Interests from Ocean energy, Inc., a Louisiana corporation, to Black Stone Acquisitions Partners I, L.P., a Delaware limited partnership dated Effective January 1, 2002

[None]

RETURN TO:
BLACK STONE MINERALS COMPANY, L.P.
1001 FANNIN, SUITE 2020
HOUSTON, TX 77002
ATTN: ELIZABETH SMITH

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

ASSIGNMENT AND CONVEYANCE OF
ROYALTIES AND MINERAL INTERESTS

WHEREAS, Kenneth Penman Sr. and Sharon Penman were the owners of certain leased and unleased mineral, mineral interests, royalty interest, overriding royalty interests, non-participating royalty interests, and other interests in oil, gas and other minerals in, under or that may be produced form properties in the above referenced county, or pooled therewith, which property may include but is not limited to production of oil, gas or other minerals from such properties or production that may have been produced and stored on such property or elsewhere, all of which minerals, mineral interest, royalties, overriding royalties, non-participation royalty interests, and interests in production are referred to herein as the "Mineral Interest", and

WHEREAS, Kenneth Penman Sr., and Sharon Penman ("Debtors) filed for relief under Chapter 7 of the Bankruptcy Code in Case No. 01-21874, in the United States Bankruptcy Court (the "Court "), District of Wyoming (the "Bankruptcy Case"), and Gary A. Barney was appointed by the Court as the Chapter 7 Trustee for the estate of the debtors, (the "Trustee"); and

WHEREAS, upon the filing of the Bankruptcy Case, all interests of Debtor became the property of the bankruptcy estate and under control of the Trustee; and

WHEREAS, the undersigned Trustee, on behalf of the estate of Debtor, us the present owner of the Mineral Interests (said Trustee being sometimes hereinafter also referred to Assignor); and

294292

RECORDED Dec. 3 2002 10:00AM
IN BOOK 123 D+G PAGE 370
FEES $26.00 M. L. Lobuda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Sutton

WHEREAS, Ralph F. Penman, whose address is 501 East Walnut, Rawlins, Wyoming 82301, hereinafter referred to as "Assignee", has purchased said Mineral Interests; and

WHEREAS, a true copy of the Trustee's Motion for Authority to Sell said interests and Notice of Time to Object is attached hereto as Exhibit "A", and

WHEREAS, Assignee has tendered the required consideration to Trustee.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor for all purposes, Assignor does hereby SELL, ASSIGN, TRANSFER, BARGAIN and CONVEY unto Assignee, its successors and assigns, all of its right title and interest in and to the following:

a. each and every mineral interest, royalty interest, overriding royalty interest, no-participating royalty interest, oil gas, and mineral lease, and every interest of every description whatsoever in leased, unleased, producing, non-producing, produced or stored, severed and unsevered interests in oil, gas and other minerals of every conceivable type and description, including rights of reversion and future interests, including any rights of way, easements, or other surface interest, if any, as may be owned by Assignor legally or equitably, for property situated in the State of Wyoming and more particularly in Sublette County, Wyoming; and
b. notwithstanding and in addition to item (a) above, all of Assignor's right, title and interest in the properties described in Exhibit "B" attached hereto and made a part hereof;
c. all of Assignor's interest in any equipment and personal property including oil or liquid hydrocarbons stored on or situated on the Mineral Interests or properties or used in connection therewith together with the right of ingress and egress, if any, as necessary for the operation thereof; and
d. all of Assignor's interest in any Oil and Gas Leases, oil or natural gas sales agreements, pooling and unitization agreements, options or other contractual rights associated with the mineral properties, together with proceeds thereof; and
e. Said sale is subject to all prior leases.

TO HAVE AND TO HOLD the above described mineral interest, together with

all and singular the right an appurtenances thereto belonging, unto Assignee, its successors and assigns, forever.

It is the intention of the Assignor by this instrument to convey unto Assignee all of it said Mineral Interests in the State of Wyoming, and specifically those in Sublette County, Wyoming.

All of Assignor's interest in oil, condensate or liquid hydrocarbons (hereinafter called "Oil") in storage on leasehold premises hereby assigned shall be owned by Assignee as of 7:00 am on the first day of the month of the effective date hereof.

Ad valorem taxes assessed against the assigned premises for the year in which this conveyance is effective and all previous years, shall be assumed by Assignee.

This assignment and Conveyance is made and accepted without covenants, representation, or warranty of any kind or nature, express, implied or statutory, including without limitation any warranty of fitness for any particular purpose, nor any covenants, representation or warranties of title. Any covenants, representation or warranties implied by statute or law by the use of the words "sell", "assign", "transfer", "bargain", or "convey", or similar words in this Assignment and Conveyance are hereby expressly disclaimed, waived and negated.

All of the terms and provisions of this instrument shall inure to the benefit of and shall be binding on the representatives, successors and assigns of each of the parties to the agreement.

IN WITNESS WHEREOF, this Assignment is signed on the dates acknowledged, to be effective as of 7:00 a.m. _____, 2002.

[redacted] [redacted] [redacted]

Assignee:

By: Ralph F Penman
Ralph F. Penman

Assignor:

By: _____
Gary A. Barney, Trustee

STATE OF WYOMING)
) SS.
COUNTY OF CARBON)

This instrument was acknowledged before me on this 28th day of October 2002, by Ralph F. Penman.

Notary Public

VICKIE RENTFRO - NOTARY PUBLIC
County of Carbon
State of Wyoming
My Commission Expires 3-21-06

My commission expires: 3-21-06

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

This instrument was acknowledged before me this 24th day of October 2002, by Gary A. Barney, Trustee in the bankruptcy estate of Kenneth Penman Sr. and Sharon Penman, on behalf of said bankruptcy estate.

Notary public

My commission expires: June 14 2003

NOTARY PUBLIC
LORI WILLIS
STATE OF WYOMING
COUNTY OF FREMONT
My Commission Expires June 15, 2003

EXHIBIT "a"

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF WYOMING

FILED IN THE
US BANKRUPTCY COURT
DISTRICT OF WYOMING
2002 AUG 26 PM 3:12
JOYCE W. HARRIS, CLERK
BY
DEPUTY CLERK

In re:

KENNETH PENMAN, SR.)
SHARON PENMAN)
)
Debtor(s).)

Case No. 01-21177
Chapter 7

NOTICE PURSUANT TO LOCAL BANKRUPTCY RULE 2002 OF TRUSTEE'S PROPOSED INTENT TO SELL PERSONAL PROPERTY OF THE ESTATE

TO ALL PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that the movant named below has applied to this Court or is intending to take action as follows:

Trustee intends to sell to Ralph F. Penman, 501 E. Walnut Street, Rawlins, WY 82301 for the sum of One Thousand Eight Hundred and no/100's ($ 1,800.00) cash, any and all of the debtors' interest in and to minerals, royalties, and oil and gas interests located in Sublette County, Wyoming, including but not limited to, Section 28, Township 27 North, Range 113 West, free and clear of any liens and encumbrances..

A copy of the pleading is available for inspection in the Bankruptcy Clerk's Office, or upon request from the Trustee.

YOU ARE NOTIFIED that if you desire to oppose this action, you must file with the Court and serve on the undersigned a written objection to the requested relief on or before the 16 day of September, 2002. In the absence of a timely objection, the relief sought may be granted by the Court without further hearing. If you file a written response, the Court will set the matter for, and provide notice of, a hearing.

DONE this 23 day of August, 2002.

Gary A. Barney, Trustee
267 Main Street
Lander, WY 82520 (307) 332-4848

I, Gary A. Barney, do hereby certify that on this 23 day of August, 2002, a true and correct copy of the above NOTICE was Mailed to the following: All on Court Matrix.

Gary A. Barney,

EXHIBIT "B"

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF WYOMING

In re:

KENNETH PENMAN SR. SHARON PENMAN	)	Case No. 01-21874
	)	Chapter 7
Debtor(s).	)	

TRUSTEE'S STATEMENT OF PROPERTY SOLD

COMES NOW Gary A. Barney, Trustee in the above estate and hereby states that the following described property of the estate was sold by the Trustee:

PROPERTY SOLD	NAME OF PURCHASER	PRICE
Any and all of debtors' interest In and to minerals, royalties, And oil and gas interests, located In Sublette County, Wyoming, Including But not limited to, Section 28, Township 27 North, Range 113 West.	Ralph Penman	$1,800.00

DATED this 30th day of October, 2002.

/s/ Gary A. Barney, Trustee

EXHIBIT "C"
TO ASSIGNMENT AND CONVEYANCE OF
ROYALTIES AND MINERAL INTERESTS

All Mineral Interests owned by the Bankruptcy Estate of Kenneth Penman, Sr. and Sharon Penman in the State of Wyoming, and specifically those in Sublette County, Wyoming, Chapter 7 Bankruptcy Case No. 01-21874, District of Wyoming, including, but not limited to the following:

Section 28, Township 27 North, Range 113 West, Sublette County, Wyoming

This interest is an overriding royalty interest in the following wells:

BNG 30-28 (Frontier
BNG 30-28 (Muddy)
BNG 43-28 (Frontier)
SLB 2-28 (Frontier)
SLB 2-28 (Baxter)
SLB 6-28 (Frontier)
SLB 6-28 (Baxter)
SLB 7-28A (Frontier)
SLB 7-28A (Baxter)

STATE OF WYOMING)
: ss.
COUNTY OF CARBON)

294293

RECORDED Dec. 3 2002 10:00 AM
IN BOOK 123 O&G PAGE 377
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

ASSIGNMENT AND CONVEYANCE OF ROYALTIES AND MINERAL INTERESTS

WHEREAS, Kenneth Penman Sr. and Sharon Penman were the owners of certain leased and unleased minerals, mineral interests, royalty interest, overriding royalty interests, non-participating royalty interests, and other interests in oil, gas and other minerals in, under or that may be produced from properties located in Sublette County, Wyoming, or pooled therewith, which property may include but is not limited to production of oil, gas or other minerals from such properties or production that may have been produced and stored on such property or elsewhere, all of which minerals, mineral interests, royalties, overriding royalties, non-participation royalty interests, and interests in production are referred to herein as the "Mineral Interests;" and

WHEREAS, Kenneth Penman, Sr. and Sharon Penman ("Debtors") filed for relief under Chapter 7 of the Bankruptcy Code in Case No. 01-21874, in the United States Bankruptcy Court (the "Court"), District of Wyoming (the "Bankruptcy Case"), and Gary A. Barney was appointed by the Court as the Chapter 7 Trustee for the estate of the debtors (the "Trustee"); and

WHEREAS, upon the filing of the Bankruptcy Case, all interests of the Debtor became the property of the bankruptcy estate and under the control of the Trustee; and

WHEREAS, the Trustee, on behalf of the estate of the Debtor assigned the Mineral Interests to Ralph F. Penman, whose address is 501 East Walnut, Rawlins, Wyoming 82301, hereinafter referred to as "Assignor;" and

WHEREAS, Assignor now desires to assign and convey such Mineral Interests to Amy Mendez whose address is 1996 Happy Hollow Dr., Rawlins, Wyoming;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor for all purposes, Assignor does hereby SELL, ASSIGN, TRANSFER, BARGAIN and CONVEY unto Assignee, her successors and assigns, all of his right, title and interest in and to the following:

a. each and every mineral interest, royalty interest, overriding royalty interest, non-participating royalty interest, oil gas, and mineral lease, and every interest of every description whatsoever in leased, unleased, producing, non-producing, produced or stored, severed and unsevered interests in oil, gas and other minerals of every conceivable type and description, including rights of reversion and future interests, including any rights of way, easements, or other surface interest, if any, as may be owned by Assignor legally or equitably, for property situated in Sublette County, Wyoming;

b. notwithstanding and in addition to item (a) above, all of Assignor's right, title and interest in the properties described in Exhibit "A" attached hereto and made a part hereof;

c. all of Assignor's interest in any equipment and personal property including oil or liquid hydrocarbons stored on or situated on the Mineral Interests or properties or used in connection therewith together with the right of ingress and egress, if any, as necessary for the operation thereof; and

d. all of Assignor's interest in any Oil and Gas Leases, oil or natural gas sales agreements, pooling and unitization agreements, options or other contractual rights associated with the mineral properties, together with proceeds thereof; and

e. said sale is subject to all prior leases.

TO HAVE AND TO HOLD the above described Mineral Interests, together with all and singular the right and appurtenances thereto belonging, unto Assignee, her heirs, successors and assigns, forever.

It is the intention of the Assignor by this instrument to convey unto Assignee all of his Mineral Interests in Sublette County, Wyoming.

All of Assignor's interest in oil, condensate or liquid hydrocarbons (hereinafter called "Oil") in storage on leasehold premises hereby assigned shall be owned by Assignee as of 7:00 a.m. on the first day of the month of the effective date hereof.

Ad valorem taxes, if any, assessed against the assigned premises for the year in which this conveyance is effective and all previous years, shall be assumed by Assignee.

This Assignment and Conveyance is made and accepted without covenants, representation, or warranty of any kind or nature, express, implied or statutory, including without limitation any warranty of fitness for any particular purpose, nor any covenants, representation or warranties of title. Any covenants, representations or warranties implied by statute or law by the use of the words "sell," "assign," "transfer," "bargain," or "convey," or similar words in this Assignment and Conveyance are hereby expressly disclaimed, waived and negated.

All of the terms and provisions of this instrument shall inure to the benefit of and shall be binding on the heirs, representatives, successors and assigns of each of the parties.

IN WITNESS WHEREOF, this Assignment and Conveyance of Royalties and Mineral Interest is signed on the date acknowledged to be effective as of 7:00 a.m. Nov 27th, 2002.

Assignee:

Amy Mendez

Assignor

Ralph F. Penman

STATE OF WYOMING)
: ss
COUNTY OF CARBON)

The foregoing instrument was acknowledged to before me by Ralph F. Penman, this 19 day of November, 2002.

Notary Public

My commission expires: May 2, 2004.

STATE OF WYOMING)
: ss
COUNTY OF CARBON)

The foregoing instrument was acknowledged to before me by Amy Mendez, this 27 day of November, 2002.

Notary Public

My commission expires: 5-14-05.

MICHELLE CLEMENTS - NOTARY PUBLIC
State of Wyoming
My Comm. Exp. May 14, 2005

EXHIBIT "A:
TO ASSIGNMENT AND CONVEYANCE OF
ROYALTIES AND MINERAL INTERESTS

All Mineral Interests owned by Assignor in Sublette County, Wyoming, including, but not limited to the following:

Section 28, Township 27 North, Range 113 West, Sublette County, Wyoming

An overriding royalty interest in the following wells:

BNG 30-28 (Frontier)
BNG 30-28 (Muddy)
BNG 43-28 (Frontier)
SLB 2-28 (Frontier)
SLB 2-28 (Baxter)
SLB 6-28 (Frontier)
SLB 6-28 (Baxter)
SLB 7-28A (Frontier)
SLB 7-28A (Baxter)

MEMORANDUM OF
EXTENSION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

On August ___, 2002, an Extension, Amendment and Ratification of Oil and Gas Lease was made and entered into by and between ROBERT M. MILLER, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MILDRED M. MILLER, DECEASED; ROBERT M. MILLER AND TARA L. MILLER, HUSBAND AND WIFE; KATHLEEN A. MILLER; AND SHAD Z. ROBERTS AND PATRICIA M. ROBERTS, HUSBAND AND WIFE (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 (the "Lease"), 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:

294294

RECORDED Dec. 3 2002 10:06AM
IN BOOK 123 OR 6. PAGE 382
FEES $17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

Robert M. Miller, Individually and as
Personal Representative of
the Estate of Mildred M. Miller, Deceased

Tara L. Miller, wife of Robert M. Miller

Kathleen A. Miller
Kathleen A. Miller

Shad Z. Roberts and Patricia M. Roberts,
husband and wife

LESSEE:

AZTEC ENERGY CORPORATION

By: _____
Dan C. Perry
Its: President

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of August, 2002, by Robert M. Miller, Individually and as Personal Representative of the Estate of Mildred M. Miller, Deceased, on behalf of said Estate, and by his wife, Tara Miller.

_____
Notary Public, State of _____

STATE OF Wyoming

COUNTY OF Sublette

This instrument was acknowledged before me on the 1st day of ~~August~~ October, 2002, by Kathleen A. Miller.

_____
Notary Public, State of _____

NINA LYNCH – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 13, 2005

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of August, 2002, by Patricia M. Roberts and her husband, Shad Z. Roberts, husband and wife.

_____
Notary Public, State of _____

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on the 16th day of August, 2002, by Dan C. Perry as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Notary Public, State of Wyoming

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

MEMORANDUM OF
EXTENSION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

Reference is made to the fact that the mineral interest of Matthew D. Miller and Lisa R. Miller, Husband and wife, in and to the lands described on Exhibit "A" attached hereto and made a part hereof has been transferred, sold and conveyed, and the owner of record of such mineral interest is Freedom Management Group, Inc., a California Corporation, 970 W. Broadway, #189, Jackson, WY 83001. On August 20 2002, an Extension, Amendment and Ratification of Oil and Gas Lease was made and entered into by and between FREEDOM MANAGEMENT GROUP, INC., a California corporation ("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 (the "Lease"), 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:

FREEDOM MANAGEMENT, INC.,
A California Corporation

By: Douglas M. Standing (signature)
DOUGLAS M. STANDING (printed name)
CONTROLLER (title)

294295

RECORDED Dec. 3 2002 10:05AM
IN BOOK 123 D46 PAGE 386
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

LESSEE:

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Dan C. Perry
Its: President

STATE OF California

COUNTY OF Madera

This instrument was acknowledged before me on the 30 day of August, 2002, by Douglas A. Hardin, in the capacity of President of FREEDOM MANAGEMENT, INC., a California Corporation, on behalf of said corporation.

Marilyn M. Clayton
Notary Public, State of California

MARILYN M. CLAYTON
COMM. #1309953
NOTARY PUBLIC - CALIFORNIA
MADERA COUNTY
My Comm. Expires July 3, 2005

STATE OF WYOMING

COUNTY OF SUBLETTE

This instrument was acknowledged before me on the 16th 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

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

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
00 SEP 29 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-104180

Lease Effective Date (Anniversary Date)
June 1, 1987

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **CamWest Exploration LLC**
   Street **1825 Lawrence Street, Suite 300**
   City, State, ZIP Code **Denver, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 107 West, 6th P.M. Section 03: Lots 2, 3, and S/2 Section 10: All Section 11: All Section 13: All Section 14: E/2 Section 23: NE/4 Section 24: N/2, SW/4, N/2SE/4, SW/4SE/4 Containing 3,349.44 acres, more or less Sublette County, Wyoming	75%	56.25%	18.75	The difference between leasehold burdens and 20%	Those of Record

294296

RECORDED Dec. 3 2002 10:05 AM
IN BOOK 123 046 PAGE 389
FEES $ 11.00
SUBLETTE COUNTY PINEDALE WYOMING
COUNTY CLERK

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 07 2002
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY— DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective OCT 01 2000

By _____ (Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER (Title) NOV 01 2000 (Date)

ORIGINAL

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~~

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

Executed this 6th day of September, 2000

Name of Assignor as shown on current Assignor: Ultra Resources, Inc.
Please type or print

Assignor or Attorney-in-fact: Robert Bench (Signature)

304 Inverness Way South
(Assignor's Address)

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

Executed this 11th day of September, 2000

CamWest Exploration LLC

Assignee or Attorney-in-fact: John A. Dillon, Vice President, Exploration
(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.~~

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

01 DEC 26 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-104180

Lease Effective Date
(Anniversary Date)
June 1, 1987

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* NXT Energy USA Inc.
   Street 750, Phoenix Place 840 - 7th Avenue S.W.
   City, State, ZIP Code Calgary, Alberta T2P 3G2 Canada

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

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 107 West 6th P.M. Section 3: Lot 2, Lot 3, S/2 Section 10: All Section 11: All Section 13: All Section 14: E/2 Section 23: NE/4 Section 24: N/2, SW/4, N/2SE/4, SW/4SE/4 Containing 3,349.44 acres, more or less Sublette County, Wyoming	100.00%	5.625%	94.375%	-0-	Those of Record

294297

RECORDED Dec 3 2002 10:05AM
IN BOOK 123 OR PAGE 391
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy of the official records on file
NOV 07 2002
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

ORIGINAL

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

[X] Assignment approved for above described lands;

Assignment approved effective JAN 01 2002

By _____ (Authorized Officer)

[ ] Assignment approved for attached land description

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

Chief, Fluid Minerals Adjudication (Title) JAN 23 2002 (Date)

rt 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

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

Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the Unite 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 CRF Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

or 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 yalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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.

ecuted this 29th day of November, 20 01

ame of Assignor as shown on current lease CamWest Exploration LLC

Please type or print

ssignor or Attorney-in-Fact John A. Dillon, (Signature) VP Exploration

(Signature)

1825 Lawrence Street, Suite 300
(Assignor's Address)

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

Executed this 11th day of December, 20 01

NXT Energy USA Inc.

Assignee or Attorney-in-Fact Daniel C. Topolinsky, (Signature) President

(Signature)

blic reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, d 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 and Management, (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

tle 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 atements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENT:

That the undersigned **Holmes P. McLish, *a.k.a.* H. P. McLish; 633 17th Street, Suite 1650; Denver, Colorado 80202-3660**, hereinafter called ***ASSIGNOR***, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto : **McLish Resources LP LLP; 633 17th Street, Suite 1650; Denver Colorado 80202-3660**, hereinafter called ***ASSIGNEE***, and its heirs and assigns, does hereby convey all right, title and interest attributed to the overriding royalty interests owned and received from all oil, gas and other minerals produced, saved and marketed under the terms of the oil and gas lease(s) more particularly set forth and described on the attached Exhibit "A" to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, ***ASSIGNOR*** has executed and delivered this assignment of overriding royalty interest as of this Second day of October, 2002

Holmes P. McLish, *a.k.a.* H. P. McLish

STATE OF COLORADO }
}
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this Second day of October, 2002 by **Holmes P. McLish, *a.k.a.* H. P. McLish.**

Witness my hand and seal.

NOTARY PUBLIC

Wesley W. Lilley
7074 South Elm Street
Littleton, Colorado 80122

My Commission Expires: December 15, 2003

294318

RECORDED Dec. 4 2002 2:00 PM
IN BOOK 123 O+G PAGE 393
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

ATTACHED AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST by HOLMES P. McLISH a.k.a. H.P. McLISH.

Township 34 North-Range 109 West 6thPM
Section 6: Lot 2 (39.84)

Township 34 North -Range 109 West 6thPM
Section 31: NESW, SE
Section 32: SW

SUBLETTE COUNTY WYOMING

[redacted] [redacted] [redacted]

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 25th day of November, 2002, to be effective as between the parties as of April 1, 2002.

Neil A. McMurry, aka Mick McMurry

STATE OF ~~COLORADO~~ WYOMING)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 25th day of November 2002, by Neil A. McMurry, aka Mick McMurry.

My commission expires: 6 April 2003

Witness my hand and official seal.

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

Notary Public

294435

J:\ROSAS\Nerd Royalties, LLC\Assignment Overriding Royalty

RECORDED Dec. 12 2002 8:15AM
IN BOOK 123046 PAGE 395
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy

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
12-231	USA WYE-6933	7/1/51	Unit Agreement Terminated 12/1/01	T30N R108W Sec 17: SW Sec 18: E2 Sec 20: W2
11-238	USA WYW-144996	7/1/51	HBP	T30N R109W Sec 6: Lots 1,2, S2NE Sec 29: W2 Sec 31: E2

STATEMENT OF ASSIGNEES TO ACCOMPANY
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN UNITED STATES OF AMERICA OIL AND GAS LEASE NOS. USA WYE-6933;
USA WYW-144996.

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 25th day of November, 2002.

Assignee's Address

By: Neil A. McMurry
Neil A. McMurry, Manager
NERD Royalties LLC
5410 E. 22nd Street
Casper, Wyoming 82609

STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 25th day of November, 2002 by Neil A. McMurry, Manager, NERD Royalties LLC, as Assignee.

My Commission Expires 6 April 2003

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

Thomas R Blevins
Notary Public
Name: Thomas R. Blevins
Address Casper, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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

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

WHEREAS, Assignor desires to assign to CIRCLING EAGLE, LTD., a Texas Limited Partnership, 7801 Broadway, Suite 200, San Antonio, Texas, 78209 ("Assignee"), the herein described overriding royalty interest attributable to production from the Lands covered by the Leases;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER and CONVEY to Assignee an overriding royalty interest equal to the amount by which 22% of the oil, gas and liquid hydrocarbons produced, saved and sold from the Lands covered by the Leases described on Exhibit "A" exceeds the royalty, overriding royalty and other payments burdening such production which are of record as of the Effective Date of this Assignment of Overriding Royalty Interest. It is the intent of Assignor to retain a 78% net revenue interest in and to each of the Leases described on the attached Exhibit "A".

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

The overriding royalty interest conveyed is subject, however, to the following:

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

2. That certain Oil and Gas Lease Exchange Agreement, as amended, dated May 10, 2000, by and between ASSIGNOR and Shama Zoe Limited Partnership;

3. That certain Agreement-Grindstone Prospect dated March 19, 2001, as amended, by and between ASSIGNOR and AEC Oil & Gas (USA) Inc.;

4. That certain Exploration Agreement-North Jonah II dated December 18, 2001, as amended, by and between ASSIGNOR and AEC Oil & Gas (USA) Inc;

294468

RECORDED Dec. 13 2002 12:00 PM
IN BOOK 123 OAG PAGE 398
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

5. The terms, provisions, conditions and limitations contained in any contracts or agreements affecting the Leases to which ASSIGNOR is subject at the time of execution of this Assignment of Overriding Royalty Interest;

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

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

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

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

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

EXECUTED AND EFFECTIVE November 1, 2002.

ASSIGNOR

AZTEC ENERGY CORPORATION

By: Dan C. Perry
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on November 1, 2002, by Dan C. Perry, as President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

LISA D. SCALF
MY COMMISSION EXPIRES
July 1, 2006

My Commission Expires:

July 1, 2006

NOTARY PUBLIC, State of Texas

LISA D. SCALF
(Printed Notary Name)

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
WYW-101779	Shama Kafar Ltd. Part.	01/01/89	Bk. 98, P. 475	760.00	760.00	760.00	32N-111W
				1684.34	1684.34	---	Sec. 15: W/2, W/2SE
							Sec. 22: NE, N/2SE, SESE
							Sec. 26: NWNW, SENW, being 760 acres, m/l
WYW-102774	Liberty Petroleum Corp.	01/01/89	Bk. 98, P. 484	200.00	200.00	200.00	32N-111W
							Sec. 25: SWSW
							Sec. 26: NENW, S/2SE
							Sec. 35: NENE, being 200 acres, m/l
							And
				1640.00	1640.00	328.00	Sec. 23: N/2, SW, NESE, S/2SE
				40.00	40.00	---	Sec. 24: All
				320.00	320.00	---	Sec. 25: E/2, E/2NW, being 1,640 acres, m/l
WYW-153201	Shama Kafar Ltd. Part.	01/01/89	Bk. 98, P. 536	600.00	600.00	600.00	32N-111W
(seg. from 114059)							Sec. 22: NW
							Sec. 34: W/2, W/2SE, SESE, being 600 acres, m/l
WYW-131921	Douglas K. Sauter	04/01/94	Bk. 99, P. 464	80.00	80.00	80.00	32N-111W
				440.00	440.00	---	Sec. 10: S/2SW, being 80 acres, m/l
WYW-153280	Abby Corporation	07/01/87	Bk. 98, P. 496	240.00	240.00	240.00	32N-111W
(seg. from 104824)				805.52	805.52	---	Sec. 10: E/2NE, SE, being 240 acres, m/l
WYW-104824	Abby Corporation	07/01/87	Bk. 98, P. 496	240.00	240.00	240.00	32N-111W
							Sec. 15: NE, E/2SE, being 240 acres, m/l
WYW-102773	Liberty Petroleum Corp.	08/01/88	Bk. 98, P. 481	1280.00	1280.00	1280.00	32N-111W
							Sec. 13: All
							Sec. 14: All, being 1,280 acres, m/l

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
WYW-153754	LCM, Ltd.	09/01/90	Bk. 99, P. 264	360.00	360.00	360.00	32N-110W
(seg. from 121408/153403)				40.00	40.00	—	Sec. 17: W/2, SWSE, being 360 acres, m/l
WYW-121408	LCM, Ltd.	09/01/90	Bk. 99, P. 264	640.00	640.00	96.00	32N-110W
							Sec. 20: W/2, W/2E/2, being 480 acres, m/l
WYW-097288	Gilman A. Hill	01/01/86	Bk. 98, P. 467	452.43	452.43	452.43	31N-110W
				1479.98	1479.98	—	Sec. 6: E/2SW
							Sec. 7: NESW
							Sec. 18: Lots 2,3,4, SENW, E/2SW, W/2SE, SESE,
							being 452.43 acres, m/l
WYW-131390	CNG Producing Co.	02/01/94	Bk. 104, P. 399	602.49	602.49	602.49	32N-110W
				120.00	120.00	---	
							Sec. 31; Lots 1-4, E/2W/2, E/2, being 602.49 acres
WYW-153408	CNG Producing Co.	02/01/94	Bk. 104, P. 399	280.00	280.00	280.00	32N-110W
(seg. from 131390)							Sec. 32: NW, N/2SW, SWSW, being 280 acres, m/l
WYW-131386	Starwood, Inc.	02/01/94	Bk. 103, P. 534	40.00	40.00	40.00	32N-110W
							Sec. 11: NESE, being 40 acres, m/l
WYW-131387	Starwood, Inc.	02/01/94	Bk. 103, P. 536	640.00	640.00	640.00	32N-110W
							Sec. 15: All, being 640 acres, m/l
WYW-135439	Shama Zoe Ltd. Part.	04/01/93	Bk. 98, P. 662	80.00	80.00	80.00	32N-110W
				680.00	680.00		Sec. 9: W/2NE, being 80 acres, m/l
WYW-129702	John P. Strang	08/01/93		600.00	600.00	600.00	31N-111W
							Sec. 2: SWNW, NWSW
							Sec. 11: S/2NW
							Sec. 13: S/2N/2, N/2SW, SESW, SE

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
							being 600 acres, m/l
WYW-131389	Starwood, Inc.	02/01/94	Bk. 103, P. 540	400.00	400.00	80.00	32N-110W
				1600.00	1600.00	—	Sec. 29: W/2, W/2NE, being 400 acres, m/l
WYW130319	Shama Zoe Ltd. Part.	10/01/93	Bk. 98, P. 682	40.00	40.00	40.00	31N-111W
				40.00	40.00	—	Sec. 12: NWNE, being 40 acres, m/l
WYW-135433	Liberty Petroleum Corp.	11/01/86	Bk. 98, P. 472	824.82	824.82	824.82	31N-110W
							Sec. 6: Lots 1-7, SWNE, SENW, W/2SE
							Sec. 7: Lots 1, 2, W/2NE, E/2NW, SE
							Sec. 18: NENE, being 824.82 acres, m/l
WYW-153410	Liberty Petroleum Corp.	11/01/86	Bk. 98, P. 472	160.00	160.00	160.00	31N-110W
(seg. from 135433)							Sec. 17: NW, being 160 acres, m/l
WYW-101774-	Liberty Petroleum Corp.	11/01/86	Bk. 98, P. 472	359.84	359.84	359.84	31N-111W
							Sec. 1: Lots 1, 2, S/2NE, SE
							Sec. 12: NENE, containing 359.84 acres, m/l
High Mountain Ranches, Inc., Rimfire Ranch, LLC, John and Shaun Andrikopolous, Jt. Tenants	Aztec Energy Corporation	12/16/93	Bk. 101, P. 259 Bk. 111, P. 651 Bk. 121, P. 71	1842.00	1360.00	1360.00	32N-111W
							Sec. 22: SW, SWSE
							Sec. 25: W/2NW, N/2SW, SESW
							Sec. 26: NE, N/2SE, SESW, N/2SW, SWNW
							Sec. 27: N/2NE, W/2, being 1,360 acres, m/l

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

403

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
Wilcox, Leslie F. et ux	Aztec Energy Corporation	02/22/00	Bk. 113, P. 493	680.00	170.00	170.00	31N-110W
				1176.61	294.15	---	Sec. 6: SENE, E/2SE
							Sec. 7: E/2NE, being 680 acres, m/l
Higgins, J. Marion et ux	Aztec Energy Corporation	03/01/02	Bk 114, P. 341	680.00	85.00	85.00	Same as Wilcox
				1176.61	147.08	---	
Higgins, Ted Lance Trust	Aztec Energy Corporation	03/01/02	Bk. 114, P. 335	680.00	85.00	85.00	Same as Wilcox
				1176.61	147.08	---	
Bonnie B. Alexander, et vir	Aztec Energy Corporation	08/01/00	Bk. 116, P. 155	680.00	85.00	85.00	Same as Wilcox
				1176.61	147.08	---	
Wilma Bloom Davis, et vir	Aztec Energy Corporation	08/01/00	Bk. 116, P. 152	680.00	85.00	85.00	Same as Wilcox
				1176.61	147.08	---	
WYW-118866		01/01/90		601.21	601.21	120.24	32N-110W
							Sec. 30: Lots 1, 2, 3, 4, E/2, E/2W/2,
							being 601.21 acres, m/l
WYW-121407		09/01/90		1197.67	1197.67	239.53	32N-110W
				746.93	746.93	---	Sec. 18: Lots 1-4, E/2, E/2W/2
							Sec. 19: Lots 1-4, E/2, E/2W/2,
							being 1,197.67 acres, m/l
WYW131391	Starwood, Inc	02/01/94	Bk. 103, P. 542	267.64	267.64	267.64	33N-110W
							Sec. 6: Lots 4, 5, 6, 7, SENW, E/2SW
							being 267.64 acres, m/l
WYW131392	Starwood, Inc	02/01/94	Bk. 103, P. 544	1825.56	1825.56	1825.56	33N-110W
							Sec. 7: Lots 1, 2, 3, 4, E/2NW, SE, W/2NE, E/2SW
							Sec 18: Lots 1, 2, 3, 4, E/2NW, SE, NE, E/2SW

404

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
							Sec 19: Lots 1, 2, 3, 4, E/2NW, SE, NE, E/2SW
							being 1,825.56 acres, m/l
WYW131393	Starwood, Inc.	02/01/94	Bk. 103, P. 546	1280.00	1280.00	1280.00	33N-110W
							Sec. 29: All
							Sec. 32: All
							being 1,280.00 acres, m/l
WYW131914	Douglas K. Sauter	03/31/94	Bk. 99, P. 454	640.00	640.00	640.00	33N-110W
							Sec. 20: All, being 640 acres, m/l
WYW133084	Shama Zoe Limited Part.	07/31/94	Bk. 98, P. 709	720.00	720.00	720.00	33N-110W
							Sec. 21: W/2W/2
							Sec. 28: W/2W/2, E/2SW
							Sec. 33: W/2W/2, NENW, W/2SE, SWNE
							being 720.00 acres, m/l
WYW131400	Starwood, Inc.	02/01/94	Bk. 103, P. 558	640.00	640.00	640.00	33N-111W
							Sec. 24: All, being 640 acres, m/l
WYW130841	Shama Zoe Limited Part.	11/30/93	Bk. 98, P. 698	319.88	319.88	319.88	33N-111W
							Sec. 1: Lots 1, 2, S/2NE, SE, being 319.88 acres, m/l
Grindstone Cattle Co. et al.	Aztec Energy Corporation	08/22/00	Bk. 116, P. 378	2720.00	2720.00	2720.00	33N-110W
			& Bk 122, P 533				Sec. 15: S/2SW
							Sec. 16: All
							Sec. 21: SE, NE, E/2W/2
							Sec. 22: NW, SWNE, W/2SE, SW
							Sec. 27: NW, NWNE, W/2SE, SW
							Sec. 28: NE, E/2NW
							Sec. 34: W/2NE, NESW, W/2SE, SESE
							Sec. 34: NW, being 2,720 acres, m/l

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

406

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
Grindstone Cattle Co. et al.	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	766.48	766.48	31N-110W
			& Bk 122, P 536				Sec. 7: Lots 3, 4, SESW
							Sec. 17: NWNE, S/2NE, NESW, SWSW, SWSE
							Sec. 18: Lot 1, NENW, NWNE, S/2NE, NESE
							Sec. 20: NWNE, NENW
							31N-111W
							Sec. 11: S/2NE, SE
							Sec. 12: S/2N/2, S/2
							Sec. 13: N/2N/2
							containing 1,532.95 acres, m/l
Mildred M. Miller Est. et al	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	459.89	459.89	same as above
			&				
Robt. M. Miller, et ux	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	76.65	76.65	same as above
			&				
Patricia M. Roberts, et vir.	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	76.65	76.65	same as above
			&				
Matthew D. Miller, et ux.	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	76.65	76.65	same as above
			&				
Kathleen A. Miller	Aztec Energy Corporation	08/22/00	Bk. 116, P. 366	1532.95	76.65	76.65	same as above
			&				
Deborah C. Carrick, et vir	McMurry Energy Co.	04/30/01	Bk. 118, P. 154	1040.00	104.00	15.60	32N-111W
							Sec. 26: SWSW
							Sec. 27: S/2NE, SE
							Sec. 34: NE
							Sec. 35: SENE, W/2NE, NW, S/2
							being 1,040 acres, m/l

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
Lois Jantz	McMurry Energy Co.	10/10/00		1040.00	104.00	15.60	same as above
Thomas Sanford	McMurry Energy Co.	10/10/00		1040.00	104.00	15.60	same as above
Deborah C. Carrick, et vir	McMurry Energy Co.	04/30/01	Bk. 118, P. 157	996.97	99.70	14.95	31N-111W
							Sec. 1: Lots 3, 4, SWNW, SW less 1 ac in SESW
							Sec. 2: Lots 1, 2, 3, 4, SENW, S/2NE, SE, E/2SW
							Sec. 11: N/2NE
							Sec. 12: N/2NW, less 1 ac. in NENW
							being 996.97 acres, m/l
Lois Jantz	McMurry Energy Co.	10/10/00		996.97	99.70	14.95	same as above
Thomas Sanford	McMurry Energy Co.	10/10/00		996.97	99.70	14.95	same as above
Clara Y. Legg	McMurry Energy Co.	08/29/00	Bk. 116, P. 306	480.00	96.00	14.40	31N-111W
							Sec. 11: SW
							Sec. 14: N/2NW, SWNW
							Sec. 15: SENE, E/2NW, NWNW, SWNW
							being 480 acres, m/l
Robert Mack Smith	McMurry Energy Co.	08/29/00	Bk. 116, P. 303	480.00	96.00	14.40	31N-111W
							Sec. 11: SW
							Sec. 14: N/2NW, SWNW
							Sec. 15: SENE, E/2NW, NWNW, SWNW
							being 480 acres, m/l
Kent Profit	McMurry Energy Co.	08/29/00	Bk. 116, P. 309	480.00	96.00	14.40	31N-111W
							Sec. 11: SW
							Sec. 14: N/2NW, SWNW
							Sec. 15: SENE, E/2NW, NWNW, SWNW

Lessor	Original Lessee	Lease Eff. Date	Recording	Lease Gross Acres	Lease Net Acres	Aztec Net Acres	Legal Description
							being 480 acres, m/l
Darlene J. Smith	McMurry Energy Co.	08/29/00	Bk. 116, P. 334	480.00	96.00	14.40	31N-111W
							Sec. 11: SW
							Sec. 14: N/2NW, SWNW
							Sec. 15: SENE, E/2NW, NWNW, SWNW
							being 480 acres, m/l
Dale J. Jensen, Tre., et al.	McMurry Energy Co.	08/29/00	Bk. 116, P. 386	10.00	2.00	0.30	31N-111W
							Sec. 15: S/2S/2SWNW, being 10 acres, m/l
					34010.81	20668.94	

EXHIBIT "A" TO ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST
FROM AZTEC ENERGY CORPORATION
TO CIRCLING EAGLE, LTD.

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-130316
Lease Effective Date (Anniversary Date): 10-1-93
New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Gasconade Oil Co.
   Street 633 17th St. #1650
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 29 N, R 108 W, 6th PM Sec. 1: Lot 4, SWNE, S½NW, S½ 12: All 13: NE, N½NW, NESE 1,399.79 acres m/l Sublette County, WY	30.0%	30.0%	-0-	-0-	Of Record

294499
294499

RECORDED Dec. 16 2002 8:00 AM
IN BOOK 123 O+G PAGE 409
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 _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

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

STATE OF COLORADO)
ss:
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 9th day of December, 2002, by W. Clifton Arbuckle as Manager, of Roubidoux, LLC.

Witness my hand and seal.

My Commission Expires: 1-4-04

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze

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 9th day of December, 2002
Effective January 1, 2003

Name of Assignor as shown on current lease: Roubidoux, LLC (Please type or print)

Assignor: W. Clifton Arbuckle (Signature)
or Attorney-in-fact: W. Clifton Arbuckle, Manager (Signature)

633 17th St. #1650
(Assignor's Address)

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

Executed this 9th day of December, 2002
Effective January 1, 2003

Gasconade Oil Co.

Assignee: W. Clifton Arbuckle (Signature)
or Attorney-in-fact: W. Clifton Arbuckle, Pres. (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.

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-130317

Lease Effective Date
(Anniversary Date)
10-1-93

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Gasconade Oil Co.
   Street 633 17th St. #1650
   City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 29 N, R 108 W, 6th PM Sec. 2: Lots 1-4, S½N½, S½ 3: S½NE, SENW, N½SE, SESE 11: NE, N½NW, SENW, N½SE, SESE 1,280.00 acres m/l Sublette County, WY	30.0%	30.0%	-0-	-0-	Of Record

294500

RECORDED Dec. 16 2002 8:00 A.M.
IN BOOK 123 O&G PAGE 411
FEES $ 11.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathe Sisler

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)

411

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 acknowleged before me this 9th day of December, 2002, by W. Clifton Arbuckle as Manager, of Roubidoux, LLC.

Witness my hand and seal.

My Commission Expires: 1-4-04

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze

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 9th day of December, 2002
Effective January 1, 2003

Name of Assignor as shown on current lease Roubidoux, LLC (Please type or print)

Assignor W. Clifton Arbuckle (Signature)
or
Attorney-in-fact W. Clifton Arbuckle, Manager (Signature)

633 17th St. #1650
(Assignor's Address)

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

Executed this 9th day of December, 2002
Effective January 1, 2003

Gasconade Oil Co.

Assignee W. Clifton Arbuckle (Signature)
or
Attorney-in-fact W. Clifton Arbuckle, Pres. (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.

Form 3000-3a
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

02 SEP 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-142261

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Stone Energy Corporation
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 107 West, 6th P.M. Section 9: NW/4NE/4 294520 RECORDED Dec. 16 2002 4:10 PM IN BOOK 123 O+G PAGE 413 FEES $ 11.00 [illegible] COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Scott Subject to Participation Agreement dated February 15, 2002	50.00%	14.39740348%	35.60259652%	7.5%	None

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 OCT 0 1 2002

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

Chief, Fluid Minerals Adjudication
(Title)

DEC 0 6 2002
(Date)

FOR ASSIGNEE

413

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.

The foregoing instrument was acknowledged before me this 4th day of September, 2002, by E.J. Louviere, Vice President - Land of Stone Energy Corporation, a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: 02-01-2005

PATTY RICHARDSON NOTARY PUBLIC STATE OF COLORADO

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 28th day of August, 2002

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

Transferor

(Signature)

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

P. O. Box 3092
(Transferor's Address)

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

Executed this 4th day of September, 2002

Stone Energy Corporation

Transferee

Vice President - (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

294590
294590

ASSIGNMENT OF OIL AND GAS LEASE

RECORDED Dec. 20 2002 8:00 AM
IN BOOK 1230+6 PAGE 415
FEES $ 8.00 M L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged. does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., formerly known as Enron Oil & Gas Company, P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated February 23, 1998, from B.J. Baker and Mary Ellen Baker, individually and as husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 107 O&G, Page 596 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 34 North, Range 113 West, 6th P.M.
Section 02: SE1/4

and containing 160.00 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

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

EXECUTED this 17th day of December, 2002, but effective June 9, 1998.

Hanson & Strahn, Inc.

Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 17th day of December, A.D. 2002, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of December, A.D. 2002.

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

My Commission Expires:_____

Notary Public

Address: Cheyenne, Wyoming

STATE OF WYOMING
COUNTY OF SUBLETTE

294523
294623

RECORDED Dec 23 2002 10:20 AM
IN BOOK 1230 G PAGE 416
FEES $11.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Cathy

AMENDED MEMORANDUM OF OPERATING AGREEMENT

WHEREAS, Shell Rocky Mountain Production, LLC (successor to McMurry Energy Company and Nerd Energy Inc.), as Operator, and Williams Production Rocky Mountain Company, (successor to MCNIC Oil and Gas Properties, Inc. and Edward M. Warner), Amoco Production Company (separately and as successor to Snyder Oil Corporation), SWEPI, LP (successor to Fort Collins Consolidated Royalties, Inc.), as Non-Operators, entered into that certain Operating Agreement (A.A.P.L. Form 610-1982) dated March 10, 1998 covering the following described lands in Sublette County, Wyoming:

TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M.
Section 36: All – State of Wyoming Oil and Gas Lease No. 92-00198

WHEREAS, the above said Parties participated in the drilling of the Falcon No. 1-36 Well located in the NE/4NE/4 of said Section 36, Township 30 North, Range 108 West, 6th P.M. Sublette County, Wyoming, and

WHEREAS by Memorandum of Operating Agreement dated April 20, 2000, recorded on May 3, 2000 in Book 115 O & G in Book 115 Page 271, McMurry Oil Company gave third party record notice of the existence of said Operating Agreement under the terms of which the parties voluntarily pooled their working interests resulting in ownership in the above described lands

WHEREAS, Shell Rocky Mountain Production LLC, as successor Operator, is aware of several inconsistencies in the interests of the current parties and has amended Exhibit "A" to said Operating Agreement, to accurately reflect the current parties and their interests by executed letter agreements dated March 21, 2002,

WHEREAS Shell Rocky Mountain Production LLC desires to give third party record notice of the Amended Exhibit "A" to said Operating Agreement to reflect the current parties and their interests in the above described lands as follows:

Section 36: NE/4NE/4 (Drilling Unit – Falcon Creek No. 1-36 Well Ownership)

	Before Payout *	After Payout*
Shell Rocky Mountain Production, LLC	20.625000%	20.525000%
Williams Production Rocky Mountain	42.333333%	37.333333%
BP America Production Company	25.000000%	30.000000%
SWEPI LP	12.041667%	12.041667%
	100.00000%	100.00000%

*Subject to that certain Farmout Agreement between Snyder Oil Corporation, Farmor and MCNIC Oil & Gas Properties, Inc., Farmee.

Section 36: All except NE/4NE/4

Shell Rocky Mountain Production, LLC	20.625000%
Williams Production Rocky Mountain	36.083333%
BP America Production Company	31.250000%
SWEPI LP	12.041667%
	100.00000%

NOW THEREFORE, any party requiring additional information concerning the rights, obligations and ownership of the parties under said Operating Agreement, their

successor and assigns, may contact Shell Rocky Mountain Production LLC at the following address:

Shell Rocky Mountain Production LLC
4582 So. Ulster Street Parkway #Suite 500
Denver, Colorado 80237
Attn: Land Department

IN WITNESS WHEREOF, this Memorandum of Operating Agreement is executed this 16th day of December 2002.

Shell Rocky Mountain Production LLC

By: B.O. Eubanks

State of TEXAS)
) ss.
County of HARRIS)

The foregoing instrument was acknowledged before me this 16th day of December, 2002, by B.O. Eubanks, attorney-in-fact for Shell Rocky Mountain Production LLC, a Delaware Corporation.

Gayle Kacal
Notary Public

My Commission Expires

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

MINERAL QUITCLAIM DEED
AND
ASSIGNMENT OF OIL AND GAS LEASE

KNOWN ALL MEN BY THESE PRESENTS, That **LARRY HUBBARD and LINDA HUBBARD, husband and wife, WAYNE F. HUBBARD and TRAVIS J. HUBBARD and LORI HUBBARD, husband and wife,** Grantors, in consideration of the sum of Ten and NO/100 ($10.00) Dollars to them in hand paid by **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the William M. Fenn Revocable Trust, dated 12/20/02,** and **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the Laura J. Fenn Revocable Trust, dated 12/20/02,** Grantees, the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do remise, release, convey and forever quitclaim an undivided one-half (1/2) interest to **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the William M. Fenn Revocable Trust, dated 12/20/02,** and an undivided one-half (1/2) interest to **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the Laura J. Fenn Revocable Trust, dated 12/20/02,** their heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as Grantors may have or ought to have, in or to all the following described premises, to-wit:

All minerals and mineral rights which are owned by Grantors and which are appurtenant to or underlying the real property described as:

Township 33 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;

Section 10: SW1/4SE1/4;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

THIS SPACE IS INTENIONALLY LEFT BLANK FOR RECORDING

294636

RECORDED Dec. 23 2002 1:30 PM
IN BOOK 123 OR6 PAGE 418
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

To have and to hold the said premises unto the said **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the William M. Fenn Revocable Trust, dated 12/20/02,** and **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the Laura J. Fenn Revocable Trust, dated 12/20/02,** Grantees, their heirs and assigns, to their own proper use and behoof forever. So that neither **LARRY HUBBARD and LINDA HUBBARD, husband and wife, WAYNE F. HUBBARD and TRAVIS J. HUBBARD and LORI HUBBARD, husband and wife,** nor any other person in their name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but every one of them shall by these presents be excluded and forever barred.

This transfer and conveyance of mineral interest specifically includes an assignment of all rights that the Grantors own and hold under that certain Oil and Gas Lease, dated 8/1/01 and recorded at Book 119 of Oil and Gas, Page 570, in the office of the County Clerk, Sublette County, Wyoming, wherein LARRY HUBBARD and LINDA HUBBARD are named as Lessors and ENERGY WEST SERVICES, LLC, is named as Lessee as the same applies to the mineral interest conveyed herein. The Grantors' rights under said lease as to the other mineral interests covered under said lease, which are not described herein, are not effected.

DATED this 18TH day of DECEMBER, 2002.

Larry Hubbard
LARRY HUBBARD

Linda Hubbard
LINDA HUBBARD

12/18/2002 11:23 307-367-4348 WOOD LAW OFFICE PAGE 04

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

The foregoing MINERAL QUITCLAIM DEED AND ASSIGNMENT OF OIL AND GAS LEASE was acknowledged before me by LARRY HUBBARD and LINDA HUBBARD, this 18TH day of DECEMBER, 20 02.

Witness my hand and official seal.

Connie Clements
NOTARY PUBLIC
RESIDING AT: RIGBY, IDAHO

My Commission Expires: 9-14-2008

DATED this 18TH day of DECEMBER, 20 02.

Wayne F. Hubbard
WAYNE F. HUBBARD

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

The foregoing MINERAL QUITCLAIM DEED AND ASSIGNMENT OF OIL AND GAS LEASE was acknowledged before me by WAYNE F. HUBBARD, this 18TH day of DECEMBER, 20 02.

Witness my hand and official seal.

Connie Clements
NOTARY PUBLIC
RESIDING AT: RIGBY, IDAHO

My Commission Expires: 9-14-2008

DATED this 18TH day of DECEMBER, 20 02.

TRAVIS J. HUBBARD

LORI HUBBARD

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

The foregoing MINERAL QUITCLAIM DEED AND ASSIGNMENT OF OIL AND GAS LEASE was acknowledged before me by TRAVIS J. HUBBARD and LORI HUBBARD, this 18TH day of DECEMBER, 20 02.

Witness my hand and official seal.

NOTARY PUBLIC
RESIDING AT: RIGBY, IDAHO

CONNIE CLEMENTS NOTARY PUBLIC STATE OF IDAHO

My Commission Expires: 9-14-2008

PAGE 08

422

Form 3000-3a
(February, 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVE
OMB NO. 1004-00
Expires: October 31,20

Lease Serial No.

WYW-51347

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: Tom Brown, Inc.
   City, State, ZIP Code: 555 17th Street, Suite 1850, Denver, Colorado 80202

294638

RECORDED Dec. 23 2002 3:00 PM
IN BOOK 123 O+G PAGE 422
FEE $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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 o 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 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	Previousl reserved or convey
a	b	c	d	e	f
INSOFAR AS SAID LEASE COVERS: TRACT 1: Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4 Containing 160.0 acres, more or less in Sublette County, Wyoming	24.0%	24.0%	0%	0%	Burdens of Record
TRACT 2: Township 27 North, Range 111 West, 6th P.M. Section 5: SW/4 Containing 160.0 acres, more or less in Sublette County, Wyoming This assignment is limited from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as reached in the Federal 10-5 well located in the NW/4 of Section 5, Township 27 North, Range 111 West, Sublette County, Wyoming	14.4%	14.4%	0%	0%	Burdens of Record

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

STATE OF COLORADO
CITY & COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 25th day of November, 2002 by David M. Mercier as President of Sovereign Investments, Inc.

Witness my hand and official seal

My Commission Expires: March 9, 2006

Notary Public Barbara A. Hinman
13916 Cook St.
Brighton CO 80602

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 abo

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 u 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 U States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor unde 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 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 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 wit 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 otherwi compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Fe oil and gas lease holdings are 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 of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease desc 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 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, a 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 ra royalty due to the United State when this transfer s 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 November, 2002

Name of Transferor as shown on current lease: Sovereign Investments, Inc.
Please type or print

Transferor: SOVEREIGN INVESTMENTS, INC.
or
A-I-F

BY: David M. Mercier

David M. Mercier, President

455 Granville Street, Suite 200
(Transferor's Address)

Vancouver, British Columbia, Canada V6C 1T1
(City) (State) (Zip Code)

Executed this 27th day of November, 2002

Transferee TOM BROWN, INC.
or
A-I-F

BY: Rodney G. Mellott, Attorney in Fact

Serial No.

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data 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 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 fraud statements or representations as to any matter within its jurisdiction.

424

159

294639

RECORDED Dec. 23 2023 3:00 PM
IN BOOK 123 O+G PAGE 424
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to ENRON OIL & GAS COMPANY, whose address is P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain Oil and Gas Lease covering lands in Sublette County, Wyoming, set forth on the attached Exhibit "A".

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

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

EXECUTED this 12th day of November, 1998.

Hanson & Strahn, Inc.

Marc Randal Strahn
President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

On this 12th day of November, A.D. 1998, 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 12th day of November, A.D. 1998.

PEGGY J. LOPEZ - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAR. 19, 1999

My Commission Expires: _____

Peggy J Lopez
Notary Public

Address: Cheyenne, Wyoming

Hanson Strahn
0075876-501

EXHIBIT A

Lessor	Lessee	Description	County	State	Dated	Effective	Recorded
Robert Ralph Parks, Jr., a married man dealing in his sole and separate property	Loma Energy Corp.	Township 34 North, Range 113 West, 6th P.M. 5: Lots 3(38.61), 4(38.63), SW1/4NW1/4 6: Lots 1(38.81), 2(39.15), SW1/4NE1/4 Township 35 North, Range 113 West, 6th P.M. 30: SE1/4SE1/4 31: E1/2, SE1/4NW1/4, NE1/4SW1/4 32: SW1/4, NW1/4SE1/4	Sublette County	Wyoming	4-1-98	4-1-98	109/555 11-20-98

425

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT **EOG RESOURCES, INC.**, a Delaware corporation ("Assignor"), 600-17th Street, Suitte 1100N, Denver, Colorado 80202, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey unto **EOG RESOURCES ACQUISITIONS L.P.**, a Delaware limited partnership ("Assignee"), 333 Clay Street, Suite 4210, Houston, Texas, an overriding royalty interest burdening Assignor's interest in each of the leases described in Exhibit A attached hereto, and all extensions, renewals and replacements thereof (the "Leases"), equal to **2.08333333% of 8/8ths** of all oil, gas and other hydrocarbons and other minerals produced and sold from (or which is attributable or allocated to) the land covered by each Lease (the "Override").

The Override shall not be subject to proportionate reduction to reflect the fact that Assignor may own less than the entire leasehold interest under a Lease, but the Override shall be subject to proportionate reduction, on a Lease by Lease and tract by tract basis, to the extent such Lease covers less than the entire oil and gas fee mineral estate in and under any tract of land covered by such Lease.

The Override on produced substances reserved by Assignor shall be free and clear of all costs and expenses of exploration, development, production and operation but shall bear its proportionate part of any costs for treating, purifying, dehydrating, compressing, gathering, processing and transporting the gas to the point of sale.

Assignee shall have the right from time to time upon 30 days' notice to Assignor and the operator to elect to take the Override share of produced substances in kind at the wellhead or, at Assignee's election, at the point at which Assignor is delivering production to a third-party purchaser and Assignee shall have free use of oil storage tanks and other facilities to the extent the capacity of the same would have been utilized for the Override share of production if Assignee had not elected to take in kind.

The terms of this assignment shall extend to and be binding upon the parties hereto, their respective successors and assigns, and shall be deemed to be covenants running with the Leases and the land covered thereby.

294656

RECORDED Dec 26 2002 1225PM
IN BOOK 1230 + 6 PAGE 426
FEES $ 334.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

#869663 v1

IN WITNESS WHEREOF, this instrument is executed this 18th day of December, 2002.

ASSIGNOR:

EOG Resources, Inc.

By: _____
Name: Kurt D. Doerr
Title: Agent and Attorney-in-Fact

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

The foregoing instrument was acknowledged before me this 18th day of December 2002, by Kurt D. Doerr of EOG Resources, Inc., a Delaware corporation, on behalf of the corporation.

CAROLYN S. BAUGHMAN NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for
The State of Colorado
(Seal)

My Commission expires: July 9, 2005

#869663 v1

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
EOG RESOURCES, INC.							
State :	**WY, SUBLETTE**						
Prospect :	**ALMY TREND, NORTH**						
0075231-000	USA WYW-128712	CONTEX ENERGY COMPANY ALMY TREND, NORTH	1,703.60	1,703.60	03-01-1993	2-28-2003	BK , PG
		T34N-R113W SEC 18: SESE SEC 21: N2NE, SWNE, NW, SESW; NESE, S2SE SEC 22: NE, SENW, S2 SEC 28: NE SEC 31: LOTS 1-4; SENW, E2SW, W2SE, SESE SEC 34: NE CONTAINED 1703.60 ACRES SUBLETTE COUNTY, WYOMING					
0075265-000	USA WYW-129621	HANSON & STRAHN ALMY TREND, NORTH	600.00	600.00	07-01-1993	6-30-2003	BK PG
		T32N-R113W, 6TH MERIDIAN SEC 10: S2NE, SENW, E2SW, N2SE SEC 15: NENE, S2NE, NWNW, SE CONTAINING 600.00 ACRES SUBLETTE COUNTY, WYOMING					
0075273-000	USA WYW-130252	HANSON & STRAHN ALMY TREND, NORTH	2,558.60	2,558.60	09-01-1993	8-31-2003	BK PG
		T33N-R113W SEC 1: LOTS 1, 2, 3 & 4; S2N2, S2 SEC 2: LOTS 1, 2, 3 & 4; S2N2, S2 SEC 3: NESE SEC 11: N2N2, SENE, S2SW SEC 12: NW SEC 14: ALL SEC 23: N2N2 CONTAINING 2558.60 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075455-000	USA WYW-133111	HANSON & STRAHN ALMY TREND, NORTH	80.00	80.00	08-01-1994	7-31-2004	BK PG
		T34N-R113W SEC 5: S2SE CONTAINING 80.0 ACRES SUBLETTE COUNTY, WYOMING					
0075598-000	USA WYW-136849	HANSON & STRAHN ENERGY ALMY TREND, NORTH	680.00	680.00	07-01-1995	6-30-2005	BK PG
		T33N-R113W SEC 15: E2, E2W2 SEC 22: N2N2, SWNW CONTAINING 680.00 ACRES SUBLETTE COUNTY, WYOMING					
0075603-000	USA WYW-137245	HANSON & STRAHN ENERGY ALMY TREND, NORTH	2,338.52	2,338.52	09-01-1995	8-31-2005	BK PG
		T32N-R112W SEC 19: LOTS 1-4 SEC 30: LOTS 1-4 SEC 31: LOTS 1-4 T32N-R113W SEC 11: LOTS 4-7, SESW, S2SE SEC 12: LOTS 5, 6, S2S2 SEC 13: ALL SEC 14: ALL SEC 23: S2 CONTAINING 2338.52 ACRES SUBLETTE COUNTY, WYOMING					
0075604-000	USA WYW-137249	HANSON & STRAHN ENERGY ALMY TREND, NORTH	800.00	800.00	09-01-1995	8-31-2005	BK PG
		T34N-R113W SEC 14: W2SW, SESW SEC 23: W2, SESE SEC 24: SENE, NESW, S2SW, SE CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075621-000	USA WYW-137790	CONTEX ENERGY COMPANY	120.00	120.00	11-01-1995	10-31-2005	BK PG
		ALMY TREND, NORTH					
		T31N-R113W SEC 17: SWSW SEC 28: NESW SEC 33: SENE CONTAINING 120.00 ACRES SUBLETTE COUNTY, WYOMING					
0075626-000	USA WYW-138177	HANSON & STRAHN ENERGY	1,301.18	1,301.18	02-01-1996	1-31-2006	BK PG
		ALMY TREND, NORTH					
		T33N-R113W SEC 4: LOTS 3, 4, S2NW, S2 SEC 6: LOTS 1-5, S2NE, SENW SEC 7: LOTS 2-4, SESW. S2SE T34N-R113W SEC 33: N2N2, SENE, E2SE CONTAINING 1301.18 ACRES SUBLETTE COUNTY, WYOMING					
0075627-000	USA WYW-138178	HANSON & STRAHN ENERGY	560.00	560.00	02-01-1996	1-31-2006	BK PG
		ALMY TREND, NORTH					
		T34N-R113W SEC 17: E2, N2NW, SENW, S2SW SEC 18: NWSE CONTAINING 560.00 ACRES SUBLETTE COUNTY, WYOMING					
0075628-000	USA WYW-138179	HANSON & STRAHN ENERGY	160.00	160.00	02-01-1996	1-31-2006	BK PG
		ALMY TREND, NORTH					
		T34N-R113W SEC 33: SWNE, S2NW, NWSE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE							
Prospect : BACKYARD							
0075496-011	DIANNA J. GOODMAN	HANSON & STRAHN, INC	990.29	2.47	04-07-1998	4-6-2003	BK 108, PG 96
	BACKYARD						

T31N-R113W
SEC 15: S2S2
SEC 21: E2NE
SEC 22: N2N2, S2NW, SWNE

T32N-R114W
SEC 11: LOTS 2(15.61), 3(15.13), SENW

T33N-R113W
SEC 30: S2SE
SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW

CONTAINING 990.29 ACRES
SUBLETTE COUNTY, WYOMING

0075496-012	CHARLES GOODMAN, JR	HANSON & STRAHN, INC	990.29	2.47	04-07-1998	4-6-2003	BK 108, PG 102
	BACKYARD						

T31N-R113W
SEC 15: S2S2
SEC 21: E2NE
SEC 22: N2N2, S2NW, SWNE

T32N-R114W
SEC 11: LOTS 2(15.61), 3(15.13), SENW

T33N-R113W
SEC 30: S2SE
SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW

CONTAINING 990.29 ACRES
SUBLETTE COUNTY, WYOMING

0075496-013	SHELLEY R GOODMAN	HANSON & STRAHN, INC	990.29	2.47	04-07-1998	4-6-2003	BK 108, PG 99

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		BACKYARD						
			T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 990.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-014	ENGER S LUNDERSHAUSEN	BACKYARD	HANSON & STRAHN, INC	990.29	9.86	04-06-1998	4-5-2003	BK 109, PG.547
			T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 990.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-015	SHANE GOODMAN	BACKYARD	HANSON & STRAHN,INC.	990.29	2.47	04-07-1998	4-6-2003	BK 108, PG 292
			T31N-R113W SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWSE T32N-R114W SEC 11: LOTS 2,3, SENW					

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T33N-R113W SEC 30: S2SE SEC 31: LOTS 2,3,4, N2NE, SENW, E2SW CONTAINING 990.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-017	PAMELA C JOHNSON, ET VIR	BACKYARD	HANSON & STRAHN INC	470.29	41.52	03-03-1998	3-2-2003	BK 107 PG 578
			T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-018	SHAVER FAMILY 1990 TRUST	BACKYARD	HANSON & STRAHN INC	470.29	103.79	02-10-1998	2-9-2003	BK 0107, PG 0575
			T32N-R114W, 6TH P.M. SEC 11: LOT 2(15.61), 3 (15.13), SENW T33N-R113W, 6TH P.M. SEC 30: S2SE SEC 31: LOT 2 (39.75), 3 (39.85), 4 (39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-019	PENNY D CHRISMAN	BACKYARD	HANSON & STRAHN INC	470.29	55.36	01-13-1998	1-12-2003	BK 107 PG 39
			T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075496-020	FRANK E SEARS JR REVOC TRUST, ET AL BACKYARD	HANSON & STRAHN INC	470.29	64.30	02-10-1998	2-9-2003	BK 107 PG 528
		T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-021	JOHN N CHRISMAN, ET AL BACKYARD	HANSON & STRAHN INC	470.29	85.06	01-10-1998	1-9-2003	BK 107 PG 36
		T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-022	JOHN J. CHRISMAN, ET UX BACKYARD	HANSON & STRAHN, INC.	470.29	23.21	01-10-1998	1-9-2003	BK. 107, PG 33
		T32N-R114W SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-023	PAMELA C HAMILTON BACKYARD	HANSON & STRAHN INC	470.29	9.37	02-10-1998	2-9-2003	BK 0107, PG 0141

Exhibit "A"

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T32N-R114W, 6TH P.M. SEC 11: LOTS 2 (15.61), 3(15.13), SENW T33N-R113W, 6TH P.M. SEC 30: S2SE SEC 31: LOTS 2 (39.75), 3 (39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-024	FRANK W SEARS	BACKYARD	HANSON & STRAHN INC	470.29	73.64	02-10-1998	2-9-2003	BK 0107, PG 0581
			T32N-R114W, 6TH P.M. SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W, 6TH P.M. SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-026	JULIE S. MCINNIS	BACKYARD	HANSON & STRAHN INC	470.29	4.69	02-10-1998	2-9-2003	BK 0107, PG 0572
			T32N-R114W, 6TH P.M. SEC 11: LOTS 2(15.61), 3(15.13), SENW T33N-R113W, 6TH P.M. SEC 30: S2SE SEC 31: LOTS 2(39.75), 3(39.85), 4(39.95), N2NE, SENW, E2SW CONTAINING 470.29 ACRES SUBLETTE COUNTY, WYOMING					
0075496-028	JULIE S MCINNIS	BACKYARD	HANSON & STRAHN, INC	520.00	5.18	03-30-1998	2-29-2003	BK 108, PG 24
			T31N-R113W					

Exhibit "A"

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
				SEC 15: S2S2 SEC 21: E2NE SEC 22: N2N2, S2NW, SWNE CONTAINING 520 ACRES SUBLETTE COUNTY, WYOMING				
0075516-000	USA WYW-129267	BACKYARD	M J HARVEY JR	960.00	960.00	06-01-1993	5-31-2003	BK PG
				T32N-R113W SEC 33: ALL SEC 34: W2 CONTAINING 960.00 ACRES SUBLETTE COUNTY, WYOMING				

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE Prospect : BAYLINER							
0075847-000	USA WYW-147138	LCM LTD LLC	480.00	480.00	06-01-1998	5-31-2008	BK PG
	BAYLINER						
		T31N-R112W, 6TH P.M. SEC 31: NWNE SEC 32: N2,N2SE,SESE CONTAINING 480.00 ACRES SUBLETTE COUNTY, WYOMING					

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12/17/02

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE **Prospect : HORSE CREEK**							
0075219-000	USA WYW-128192	HANSON & STRAHN ENERGY LAND	587.38	587.38	01-01-1993	12-31-2002	BK PG
		HORSE CREEK					
		T34N-R113W SEC 19: LOTS 1-3; NE, E2NW SEC 29: E2E2, SWNE, NWSE CONTAINING 587.38 ACRES SUBLETTE COUNTY, WYOMING					
0075777-002	THARON M GREENWOOD, ET AL	CONTEX ENERGY COMPANY	2,557.24	2,210.19	08-06-2000	8-5-2005	BK 116 PG 12
		HORSE CREEK					
		T33N-R113W, 6TH PM SEC 20: S2SE SEC 21: SWSW, E2SW, SE SEC 22: W2SW SEC 27: W2NW, SW, W2SE. SESE SEC 28: ALL SEC 29: NE, S2 SEC 30: LOTS 3,4,E2SW,N2SE SEC 32: N2N2 SEC 33: N2N2 SEC 34: NWNE T32N-R114W, 6TH PM SEC 14: NENE CONTAINING 2,559.08 ACRES SUBLETTE COUNTY, WYOMING					
0075777-003	RICHARD J. ROBERTSON	CONTEX ENERGY COMPANY	640.00	320.00	08-15-2002 EFF. 11/1/02	11-1-2007	BK 123 PG 40
		HORSE CREEK					
		T33N-R113W, 6TH PM SEC 29: E2, SW SEC 30: N2N2 CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075779-004	MICKELSON LAND LIMITED PARTNERSHIP HORSE CREEK	CONTEX ENERGY COMPANY	3,710.88	1,855.44	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 44

T32N-R113W,L 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS
SUBLETTE COUNTY, WYOMING

0075779-005	ELIZABETH GREENWOOD BROWN HORSE CREEK	CONTEX ENERGY COMPANY	3,710.88	206.16	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 48

T32N-R113W,L 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS
SUBLETTE COUNTY, WYOMING

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075779-006	JILL GREENWOOD PALM	CONTEX ENERGY COMPANY	3,710.88	206.16	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123 PG 52

HORSE CREEK

T32N-R113W,L 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS
SUBLETTE COUNTY, WYOMING

0075779-007	THARON M GREENWOOD	CONTEX ENERGY COMPANY	3,710.88	206.16	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 56

HORSE CREEK

T32N-R113W,L 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS
SUBLETTE COUNTY, WYOMING

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075779-008	CELESTE GREENWOOD MORI	CONTEX ENERGY COMPANY	3,710.88	206.16	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 60

HORSE CREEK

T32N-R113W,L 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS
SUBLETTE COUNTY, WYOMING

0075779-009	ROBERT V THOMPSON	CONTEX ENERGY COMPANY	3,710.88	824.64	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 64

HORSE CREEK

T32N-R113W, 6PM
SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW
SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE
SEC 17: NW
SEC 18: LOTS 1, 2
T33N-R113W, 6PM
SEC 31: S2NE, SE
SEC 32: S2N2, S2
SEC 33: S2N2, S2
SEC 34: W2
T32N-R114W, 6PM
SEC 11: LOT 1, S2NE, N2SW, SESW, SE
SEC 12: LOT 4, S2SW, SWSE
SEC 13: N2N2, SENE, SWNW
T33N-R114W, 6PM
SEC 34: S2NE, SENW, E2SW, SE
SEC 35: S2
CONTAINING 3710.88 ACRES MORE OR LESS

12/17/02

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		SUBLETTE COUNTY, WYOMING					
0075779-010	JAMES AVERY GREENWOOD	CONTEX ENERGY COMPANY	3,710.88	206.16	08-15-2002 EFF. 11/12/02	11-11-2007	BK 123, PG 68
		HORSE CREEK					
		T32N-R113W, 6PM SEC 7: LOTS 1, 2, 3, 7, S2NE, N2SE, SENW SEC 8: LOTS 3, 4, SWNW, S2SW, W2SE SEC 17: NW SEC 18: LOTS 1, 2 T33N-R113W, 6PM SEC 31: S2NE, SE SEC 32: S2N2, S2 SEC 33: S2N2, S2 SEC 34: W2 T32N-R114W, 6PM SEC 11: LOT 1, S2NE, N2SW, SESW, SE SEC 12: LOT 4, S2SW, SWSE SEC 13: N2N2, SENE, SWNW T33N-R114W, 6PM SEC 34: S2NE, SENW, E2SW, SE SEC 35: S2 CONTAINING 3710.88 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING					
0075796-001	CLIFFORD C BREWER	HANSON & STRAHN, INC	160.00	16.00	02-14-1998	2-13-2003	BK 107 PG 194
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2 CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075796-002	JEAN RAHM, ET VIR	HANSON & STRAHN, INC	160.00	16.00	02-14-1998	2-13-2003	BK 107 PG 197
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2 CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075796-003	BOBBY JOE BREWER	HANSON & STRAHN, INC	160.00	16.00	02-20-1998	2-19-2003	BK 107 PG 191
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2 CONTAINING 160.00 ACRES					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		SUBLETTE COUNTY, WYOMING					
0075796-004	STELLA JUNE MAYS	HANSON & STRAHN, INC	160.00	16.00	02-14-1998	2-13-2003	BK 107 PG 188
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2 CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075796-005	JAMES W BREWER, ET UX	HANSON & STRAHN, INC	160.00	16.00	03-19-1998	3-18-2003	BK 107 PG 599
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2 CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075796-006	JAMES MICHAEL HUNTLEY, ET UX	HANSON & STRAHN, INC	80.00	40.00	02-18-1998	2-17-2003	BK 107 PG 200
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: S2N2N2 CONTAINING 80.00 ACRES SUBLETTE COUNTY, WYOMING					
0075796-007	BRIAN JOHN MACLEAN, ET UX	HANSON & STRAHN, INC	80.00	40.00	02-23-1998	2-22-2003	BK 107 PG 185
		HORSE CREEK					
		T34N-R113W, 6TH PM SEC 9: N2N2N2 CONTAINING 80.00 ACRES SUBLETTE COUNTY, WYOMING					
0075804-001	PATRICK JOHNSON	HANSON & STRAHN	320.00	160.00	02-27-1998	2-26-2003	BK 107, PG 602
		HORSE CREEK					
		T34N-R113W, 6TH P.M. SEC 2: SW SEC 11: NW CONTAINING 320 ACRES SUBLETTE COUNTY, WYOMING					
0075804-002	HORSECREEK TRUST	HANSON & STRAHN	320.00	160.00	02-27-1998	2-26-2003	BK 107, PG 503
		HORSE CREEK					
		T32N-R113W, 6TH P.M. SEC 2: SW					

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 11: NW CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING				
0075805-001	EDITH L BARP, ET VIR	HANSON & STRAHN, INC	1,715.67	171.57	03-03-1998	3-2-2003	BK 107 PG 605
		HORSE CREEK	T33N-113W SEC 3: LOTS 3(39.18), 4(39.01), SWNW, NWSW SEC 4: LOTS 1(38.83), 2(38.65), S2NE T34N-R113W SEC 15: S2SW, W2SE SEC 20: SWNE, E2SW, SE SEC 21: SENE, N2SW, SWSW, NWSE SEC 22: N2NW, SWNW SEC 29: NWNE, SWSE SEC 32: NE, N2SE, SESE SEC 33: SW, SWSE SEC 34: E2SW CONTAINING 1,715.67 ACRES SUBLETTE COUNTY, WYOMING				
0075805-002	CORNELIA M ROBINSON	HANSON & STRAHN, INC	1,715.67	171.57	03-04-1998	3-3-2003	BK 107 PG 593
		HORSE CREEK	T33N-113W SEC 3: LOTS 3(39.18), 4(39.01), SWNW, NWSW SEC 4: LOTS 1(38.83), 2(38.65), S2NE T34N-R113W SEC 15: S2SW, W2SE SEC 20: SWNE, E2SW, SE SEC 21: SENE, N2SW, SWSW, NWSE SEC 22: N2NW, SWNW SEC 29: NWNE, SWSE SEC 32: NE, N2SE, SESE SEC 33: SW, SWSE SEC 34: E2SW CONTAINING 1,715.67 ACRES SUBLETTE COUNTY, WYOMING				

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075805-003	THOMAS DANIEL O'NEIL, III ET UX	HANSON & STRAHN, INC	1,715.67	128.68	03-04-1998	3-3-2003	BK 108 PG 15

HORSE CREEK

T33N-113W
SEC 3: LOTS 3(39.18), 4(39.01), SWNW, NWSW
SEC 4: LOTS 1(38.83), 2(38.65), S2NE

T34N-R113W
SEC 15: S2SW, W2SE
SEC 20: SWNE, E2SW, SE
SEC 21: SENE, N2SW, SWSW, NWSE
SEC 22: N2NW, SWNW
SEC 29: NWNE, SWSE
SEC 32: NE, N2SE, SESE
SEC 33: SW, SWSE
SEC 34: E2SW
CONTAINING 1,715.67 ACRES
SUBLETTE COUNTY, WYOMING

0075805-004	SANDRA E. WOHRMAN	HANSON & STRAHN, INC	1,715.67	128.68	03-04-1998	3-3-2003	BK 108 PG 12

HORSE CREEK

T33N-113W
SEC 3: LOTS 3(39.18), 4(39.01), SWNW, NWSW
SEC 4: LOTS 1(38.83), 2(38.65), S2NE

T34N-R113W
SEC 15: S2SW, W2SE
SEC 20: SWNE, E2SW, SE
SEC 21: SENE, N2SW, SWSW, NWSE
SEC 22: N2NW, SWNW
SEC 29: NWNE, SWSE
SEC 32: NE, N2SE, SESE
SEC 33: SW, SWSE
SEC 34: E2SW
CONTAINING 1,715.67 ACRES
SUBLETTE COUNTY, WYOMING

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075805-010	MARY RUTH NELSON	CONTEX ENERGY COMPANY	635.67	42.38	07-01-2002	7-1-2007	BK 123, PG 118
		HORSE CREEK					
		T33N-R113W SEC 3: LOT 3, 4, SWNW, NWSW SEC 4: LOT 1, 2, S2NE SEC 10: NESW, NWSE, S2SE SEC 11: S2NW, N2SW CONTAINING 635.67 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING					
0075805-011	BARBARA J TONN	CONTEX ENERGY COMPANY	635.67	42.38	07-01-2002	7-1-2007	BK 123, PG 115
		HORSE CREEK					
		T33N-R113W SEC 3: LOT 3, 4, SWNW, NWSW SEC 4: LOT 1, 2, S2NE SEC 10: NESW, NWSE, S2SE SEC 11: S2NW, N2SW CONTAINING 635.67 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING					
0075805-012	MARY A BRIDGER	CONTEX ENERGY COMPANY	635.67	42.38	07-01-2002	7-1-2007	BK 123, PG 112
		HORSE CREEK					
		T33N-R113W SEC 3: LOT 3, 4, SWNW, NWSW SEC 4: LOT 1, 2, S2NE SEC 10: NESW, NWSE, S2SE SEC 11: S2NW, N2SW CONTAINING 635.67 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING					
0075805-013	WILLIAM J KVENILD	CONTEX ENERGY COMPANY	635.67	15.89	07-01-2002	6-30-2007	BK 122 PG 530
		HORSE CREEK					
		T33N-R113W, 6TH P.M. SEC 3: LOTS 3, 4, SWNW, NWSW SEC 4: LOTS 1,2,S2NE SEC 10: NESW, NWSE, S2SE SEC 11: S2NW, N2SW CONTAINING 635.67 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075805-014	EDITH L. BARP, ET VIR	HANSON & STRAHN, INC	320.00	32.00	01-07-1998	1-6-2003	BK 107 PG 24
	HORSE CREEK						
		T33N-113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING					
0075805-015	THOMAS DANIEL O'NEIL III, ET UX	HANSON & STRAHN, INC	320.00	24.00	01-08-1998	1-7-2003	BK 107 PG 27
	HORSE CREEK						
		T33N-113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING					
0075805-016	SANDRA E. WOHRMAN, ET VIR	HANSON & STRAHN, INC.	320.00	24.00	01-08-1998	1-7-2003	BK 107, PG 138
	HORSE CREEK						
		T33N-113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW CONTAINING 320 ACRES SUBLETTE COUNTY, WYOMING					
0075805-017	CORNELIA M. ROBINSON TRUST	HANSON & STRAHN, INC	320.00	32.00	01-08-1998	1-7-2003	BK 107 PG 30
	HORSE CREEK						
		T33N-113W SEC 10: S2SE, NWSE, NESW SEC 11: S2NW, N2SW CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING					
0075805-018	JOHN ROBERT KVENILD	CONTEX ENERGY COMPANY	635.67	15.89	07-01-2002	6-30-2007	BK 123 PG 263
	HORSE CREEK						
		T33N-R113W SEC 3: LOT 3, 4, SWNW, NWSW SEC 4: LOT 1, 2, S2NE SEC 10: NESW, NWSE, S2SE SEC 11: S2NW, N2SW CONTAINING 635.67 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING					

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075831-001	B J BAKER, ET UX	HANSON & STRAHN	160.00	80.00	02-23-1998	2-22-2003	BK 107, PG 596
	HORSE CREEK	T34N-R113W, 6TH P.M. SEC 2: SE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075831-002	FLOYD L BRIGGS, JR. ET AL	HANSON & STRAHN, INC.	160.00	40.00	03-05-1998	3-4-2003	BK 107 PG 467
	HORSE CREEK	T34N-R113W, 6TH P.M. SEC 2: SE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075832-001	MAX F BOROFF JR LIVING TRUST	LOMA ENERGY CORP	800.00	100.00	02-10-1998	2-9-2003	BK 107 PG 590
	HORSE CREEK	T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING					
0075832-002	DIANNE BOROFF LIVING TRUST	LOMA ENERGY CORP	800.00	100.00	02-10-1998	2-9-2003	BK 107 PG 522
	HORSE CREEK	T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING					
0075832-003	SALLY SONDER	LOMA ENERGY CORP	800.00	150.00	02-10-1998	2-9-2003	BK 107 PG 507
	HORSE CREEK	T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING					
0075832-004	LUCY KENDALL, ET VIR	LOMA ENERGY CORP	800.00	75.00	02-10-1998	2-9-2003	BK 107 PG 510

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		HORSE CREEK T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING					
0075832-005	MARION T BOROFF	LOMA ENERGY CORP HORSE CREEK T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING	800.00	150.00	02-10-1998	2-9-2003	BK 107 PG 513
0075832-006	JAMES T BOHN, ET UX	LOMA ENERGY CORP HORSE CREEK T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING	800.00	75.00	02-10-1998	2-9-2003	BK 107 PG 516
0075832-007	ROBERT C THOMPSON, ET UX	LOMA ENERGY CORP HORSE CREEK T34N-R113W SEC 9: S2NE, N2SE SEC 10: ALL CONTAINING 800.00 ACRES SUBLETTE COUNTY, WYOMING	800.00	150.00	02-10-1998	2-9-2003	BK 107 PG 519
0075833-001	ELVIN L BOOTH ET UX	LOMA ENERGY CORP. HORSE CREEK T35N-R113W, 6TH P.M. SEC 34: NE SEC 35: NW CONTAINING 320.00 ACRES SUBLETTE COUNTY, WYOMING	320.00	160.00	02-16-1998	2-15-2003	BK 109 PG 550
0075861-000	USA WYW-146484	HANSON & STRAHN , INC. HORSE CREEK T33N-R113W, 6TH P.M.	316.12	316.12	10-01-1998	9-30-2008	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 5: LOTS 1,4, SENE, S2NW, E2SE SEC 8: NENE CONTAINING 316.12 ACRES SUBLETTE COUNTY, WYOMING				
0075862-000	USA WYW-146486	HANSON & STRAHN , INC. HORSE CREEK	2,560.00	2,560.00	10-01-1998	9-30-2008	BK PG
			T34N-R113W, 6TH P.M. SEC 25: ALL SEC 26: ALL SEC 27: ALL SEC 35: ALL CONTAINING 2560.00 ACRES SUBLETTE COUNTY, WYOMING				
0075875-001	JANICE R. LUHN	LOMA ENERGY CORP. HORSE CREEK	315.13	78.79	03-01-1998	2-28-2003	BK 109 PG 557
			T34N-R113W, 6TH P.M. SEC 1: LOTS 3(39.20), 4(38.88), S2NW SEC 2: LOTS 1(38.62), 2(38.43), S2NE CONTAINING 315.13 ACRES SUBLETTE COUNTY, WYOMING				
0075875-002	JACK L. FOOTE, ET AL	LOMA ENERGY CORP HORSE CREEK	315.13	78.79	03-01-1998	2-28-2003	BK 110 PG 154
			T34N-R113W, 6TH P.M. SEC 1: LOT 3(39.20), 4(38.88), S2NW SEC 2: LOT 1(38.62), 2(38.43), S2NE CONTAINING 315.13 ACRES SUBLETT COUNTY, WYOMING				
0075876-001	ROBERT RALPH PARKS, JR.	LOMA ENERGY CORP.	875.20	770.38	04-01-1998	3-31-2003	BK 109 PG 555

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		HORSE CREEK T34N-R113W, 6TH P.M. SEC 5: LOT 3,4, SWNW SEC 6: LOT 1,2, SWNE T35N-R113W, 6TH P.M. SEC 30: SESE SEC 31: E2, SENW, NESW SEC 32: SW, NWSE CONTAINING 875.20 ACRES SUBLETTE COUNTY, WYOMING					
0075877-001	TAYLOR TRUST DATED 7/20/92	HANSON & STRAHN, INC HORSE CREEK T34N-R113W SEC 01: N2SE,SESE SEC 11: S2SW SEC 12: SE SEC 13: E2,NWSW,S2SW SEC 14: NW,NESW,SE SEC 15: N2NE,SENE,NENW SEC 23: NE,N2SE SEC 24: N2NE,SWNE,NW,NWSW T34N-R112W SEC 07: LOTS 3(38.78), 4(38.85), W2SE,NESE,E2SW SEC 08: NWSW SEC 18: LOTS 1(38.89), 2(38.90), 3(38.92), 4(38.93) E2NW,W2NE,NWSE,NESW SEC 19: LOT 1(38.95),NENW CONTAINING 2,672.22 ACRES, MORE OR LESS. SUBLETTE COUNTY, WYOMING	2,672.22	998.06	01-08-1999	1-7-2003	BK110, PG 588
0076127-000	WYW-150876	CONTEX ENERGY HORSE CREEK T33N-R113W, 6TH P.M. SEC 3: LOTS 1, 2, S2NE, SWSW SEC 9: E2, N2NW, SENW, S2SW SEC 10: S2NE, NW, W2SW, SESW, NESE T34N-R113W, 6TH P.M. SEC 20: N2NE, SENE, NW, NWSW	2,358.89	2,358.89	08-01-2000	7-31-2010	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 23: SWSE SEC 28: W2, SE SEC 34: NW, W2SW, SE CONTAINING 2358.89 ACRES SUBLETTE COUNTY, WYOMING				
0076128-000	USA WYW-150880	CONTEX ENERGY HORSE CREEK	223.25	223.25	08-01-2000	7-31-2010	BK PG
			T32N-R114W, 6TH P.M. SEC 8: LOTS 3, 4, S2NW, E2SW SEC 13: SENW CONTAINING 223.25 ACRES SUBLETTE COUNTY, WYOMING				
0076129-000	USA WYW-150881	CONTEX ENERGY HORSE CREEK	1,480.00	1,480.00	08-01-2000	7-31-2010	BK PG
			T33N-R114W, 6TH P.M. SEC 12: NWNE SEC 13: ALL SEC 14: ALL SEC 15: NE CONTAINING 1480.00 ACRES SUBLETTE COUNTY, WYOMING				
0076130-000	USA WYW-150882	CONTEX ENERGY HORSE CREEK	1,280.00	1,280.00	08-01-2000	7-31-2010	BK PG
			T33N-R114W, 6TH P.M. SEC 24: ALL SEC 25: ALL CONTAINING 1280.00 ACRES SUBLETTE COUNTY, WYOMING				
0076131-000	USA WYW-150883	CONTEX ENERGY HORSE CREEK	400.00	400.00	08-01-2000	7-31-2010	BK PG
			T34N-R114W, 6TH P.M. SEC 25: NE, N2NW, SENW, S2SW, SWSE CONTAINING 400.00 ACRES SUBLETTE COUNTY, WYOMING				
0076137-000	ST WY 00-00399	CONTEX ENERGY HORSE CREEK	640.00	640.00	07-02-2000	7-1-2005	BK PG
			T32N-R114W				

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 36: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING				
0076175-000	USA WYW-143672	ULTRA RESOURCES HORSE CREEK	1,080.00	1,080.00	12-01-1997	11-30-2007	BK 118 PG 702
			T33N-R113W, 6TH P.M. SEC 8: S2SW, SWSE SEC 18: E2 SEC 19: E2 SEC 29: NW SEC 30: NE CONTAINING 1080.00 ACRES SUBLETTE COUNTY, WYOMING				
0076176-000	USA WYW-143673	ULTRA RESOURCES HORSE CREEK	1,480.00	1,480.00	12-01-1997	11-30-2007	BK PG
			T33N-R113W, 6TH P.M. SEC 17: W2NE, W2, SE SEC 20: N2, SW, N2SE SEC 21: N2, NWSW CONTAINING 1480.00 ACRES SUBLETTE COUNTY, WYOMING				
0076206-000	USA WYW-129705	FRED ENGLE HORSE CREEK	79.65	79.65	08-01-1993	7-31-2003	BK PG
			T33N-R113W, 6TH P.M. SEC 31: LOT 1, NENW CONTAINING 79.65 ACRES SUBLETTE COUNTY, WYOMING				
0076252-000	ST WY 00-00630	CONTEX ENERGY COMPANY HORSE CREEK	240.00	240.00	10-02-2000	10-1-2005	BK PG
			T33N-R114W SEC 34: N2N2, SWNW, NWSW CONTAINING 240 ACRES SUBLETTE COUNTY, WYOMING				
0076253-000	ST WY 00-00629	CONTEX ENERGY COMPANY	200.00	200.00	10-02-2000	10-1-2005	BK PG

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		HORSE CREEK T33N-R114W SEC 27: NWSW, S2S2 CONTAINING 200 ACRES SUBLETTE COUNTY, WYOMING					
0076328-000	USA WYW-133245	GREGOR KLURFELD HORSE CREEK T33N-R114W SEC 01: LOTS 1,2,3,4,S2NE,SENW,N2SW,SWSW,NWSE SEC 11: ALL SEC 23: ALL CONTAINING 1,720.60 ACRES. SUBLETTE COUNTY, WYOMING	1,720.60	1,720.60	07-01-1994	11-1-2003	BK PG
0076329-000	USA WYW-138250	LIBERTY PETROLEUM CORPORATION HORSE CREEK T33N-R114W, 6TH P.M. SEC 02: LOTS 1,2,3,4,S2N2,S2 CONTAINING 641.00 ACRES SUBLETTE COUNTY, WYOMING	641.00	641.00	02-01-1996	1-31-2006	BK PG
0076330-000	USA WYW-138662	GREGOR KLURFELD HORSE CREEK T32N-R114W, 6TH PM SEC 25: E2,SENW,SW CONTAINING 520.00 ACRES SUBLETTE COUNTY, WYOMING	520.00	520.00	04-01-1996	3-31-2006	BK PG
0076333-000	ST WY 00-00835	CONTEX ENERGY COMPANY HORSE CREEK T33N-R113W SEC 16: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	12-02-2000	12-1-2005	BK PG
0076336-000	ST WY 00-00838	CONTEX ENERGY COMPANY	160.00	160.00	12-02-2000	12-1-2005	BK PG

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ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		HORSE CREEK T33N-R113W SEC 23: SE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0076339-000	ST WY 00-00842	CONTEX ENERGY COMPANY HORSE CREEK T33N-R113W SEC 36: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	12-02-2000	12-1-2005	BK PG
0076392-000	USA WYW-152769	CONTEX ENERGY COMPANY HORSE CREEK T32N-R114W SEC 13: SWNE; N2S2; SWSW; SESE CONTAINING 280.0 ACRES SUBLETTE COUNTY, WYOMING	280.00	280.00	05-01-2001	4-30-2011	BK PG
0076434-000	ST WY 01-00194	CONTEX ENERGY COMPANY HORSE CREEK T31N-R113W SEC 16: S2 CONTAINING 320.0 ACRES SUBLETTE COUNTY, WYOMING	320.00	320.00	04-02-2001	4-1-2006	BK PG
0076435-000	ST WY 01-00195	CONTEX ENERGY COMPANY HORSE CREEK T32N-R113W SEC 16: ALL CONTAINING 640.0 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	04-02-2001	4-1-2006	BK PG
0076728-000	USA WYW-137343	JOHN P LOCKRIDGE HORSE CREEK	791.12	791.12	09-01-1995	8-31-2005	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T33N-R113W SEC 18: LOTS 1-4, E2W2 SEC 19: LOTS 1-4, E2W2 SEC 30: LOTS 1, 2, E2NW CONTAINING 791.12 ACRES SUBLETTE COUNTY, WYOMING				
0076813-000	ST WY 02-00090	CONTEX ENERGY COMPANY HORSE CREEK	640.00	640.00	04-02-2002	4-1-2007	BK PG
		T33N-R114W, 6TH P.M. SEC 36: ALL CONTAINING 640.00 ACRES SUBLETTE COUNTY, WYOMING					
0076814-001	DAVID S. BUDD AND BONNIE B. BUDD	CONTEX ENERGY COMPANY HORSE CREEK	811.30	135.22	03-06-2002	3-5-2005	BK 121 PG 748
		T32N-R113W SEC 8: LOTS 1, 2, S2NE, N2SW, SENW, NESE SEC 9: LOTS 3, 4, S2NW, NWSW T33N-R113W SEC 34: S2NE, SE SEC 35: SW CONTAINING 811.30 ACRES SUBLETTE COUNTY, WYOMING					
0076814-002	CARL E. BUDD	CONTEX ENERGY COMPANY HORSE CREEK	811.30	270.43	03-06-2002	3-5-2005	BK 121 PG 752
		T32N-R113W SEC 8: LOTS 1, 2, S2NE, N2SW, SENW, NESE SEC 9: LOTS 3, 4, S2NW, NWSW T33N-R113W SEC 34: S2NE, SE SEC 35: SW CONTAINING 811.30 ACRES SUBLETTE COUNTY, WYOMING					
0076947-001	THE CIRCLE CATTLE COMPANY LTD. PARTNERSHIP	CONTEX ENERGY COMPANY HORSE CREEK	760.00	680.00	08-15-2002	8-14-2007	BK 123, PG 72

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T31N-R113W,6PM SEC 17: S2SE SEC 19: S2NE, N2SE SEC 20: N2NE, NENW, W2NW, SENW, SWNE, NWSW SEC 21: NWNW, W2NE, E2NW CONTAINING 760 ACRES MORE OR LESS SUBLETTE COUNTY, WYOMING				

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE Prospect : MASON								
0075508-000	USA WYW-134460	MASON	HANSON & STRAHN	240.00	240.00	11-01-1994	10-31-2004	BK PG
			T31N-R113W SEC 30: S2NE, SE CONTAINING 240.00 ACRES SUBLETTE COUNTY, WYOMING					

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE Prospect : MEADOW CANYON							
0075272-000	USA WYW-130249	HANSON & STRAHN MEADOW CANYON	360.00	360.00	09-01-1993	8-31-2003	BK PG
		T31N-R112W SEC 20: E2NE SEC 21: NW, N2SW, SESW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING					
0075631-000	USA WYW-138539	HANSON & STRAHN MEADOW CANYON	680.00	680.00	04-01-1996	3-31-2006	BK PG
		T31N-R113W SEC 20: SENE, NESW, S2SW, SE SEC 21: SWNW, SW, W2SE SEC 28: N2NW CONTAINING 680.00 ACRES SUBLETTE COUNTY, WYOMING					
0075740-000	USA WYW-131651	GULF COAST OIL AND GAS COMPANY MEADOW CANYON	319.40	319.40	03-01-1994	2-29-2004	BK PG
		T31N-R112W SEC 5: LOT 4 (39.51) SEC 6: LOTS 1(39.62), 2(39.72), 3(39.84), 4(20.36), 5(20.35), S2NE, SENW CONTAINING 319.40 ACRES SUBLETTE COUNTY, WYOMING					
0075750-000	USA WYW-144154	HANSON & STRAHN, INC. MEADOW CANYON	2,119.73	2,119.73	02-01-1998	1-31-2008	BK PG
		T31N-R113W SEC 4: LOTS 3, 4, S2NW, SW SEC 5: LOTS 1,2,3,4, S2N2, S2 SEC 8: ALL SEC 17: N2, N2S2, SESW CONTAINING 2,119.73 ACRES SUBLETTE COUNTY, WYOMING					

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075751-000	USA WYW-144155	HANSON & STRAHN, INC. MEADOW CANYON T31N-R113W SEC 9: ALL CONTAINING 640 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	02-01-1998	1-31-2008	BK PG
0075752-000	USA WYW-144156	HANSON & STRAHN, INC. MEADOW CANYON T31N-R113W SEC 14: W2 CONTAINING 320 ACRES SUBLETTE COUNTY, WYOMING	320.00	320.00	02-01-1998	1-31-2008	BK PG
0075755-000	USA WYW-144152	HANSON & STRAHN, INC. MEADOW CANYON T31N-R113W SEC 3: SWNW CONTAINING 40 ACRES SUBLETTE COUNTY, WYOMING	40.00	40.00	02-01-1998	1-31-2008	BK PG
0075756-000	USA WYW-144153	HANSON & STRAHN, INC. MEADOW CANYON T31N-R113W SEC 4: LOTS 1, 2, S2NE, SE CONTAINING 319.55 ACRES SUBLETTE COUNTY, WYOMING	319.55	319.55	02-01-1998	1-31-2008	BK PG
0075757-000	USA WYW-144157	HANSON & STRAHN, INC. MEADOW CANYON T31N-R113W SEC 22: SENE SEC 34: SW SEC 35: SWSW CONTAINING 240 ACRES SUBLETTE COUNTY, WYOMING	240.00	240.00	02-01-1998	1-31-2008	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075758-000	USA WYW-144158	HANSON & STRAHN, INC.	852.00	852.00	02-01-1998	1-31-2008	BK PG
		MEADOW CANYON					
		T32N-R113W SEC 8: SESE SEC 10: LOT 4, SWNW, W2SW SEC 15: NESW, S2SW SEC 18: LOTS 3, 4, E2, E2W2 CONTAINING 852 ACRES SUBLETTE COUNTY, WYOMING					
0075759-000	USA WYW-144159	HANSON & STRAHN, INC.	2,302.90	2,302.90	02-01-1998	1-31-2008	BK PG
		MEADOW CANYON					
		T32-R113W SEC 9: LOTS 1, 2, S2NE, NESW, S2SW, SE SEC 17: NE, S2 SEC 20: NWNE, W2, SESE SEC 21: NENE, S2NE, NESW, S2SW, SE SEC 28: ALL CONTAINING 2302.90 ACRES SUBLETTE COUNTY, WYOMING					
0075760-000	USA WYW-144160	HANSON & STRAHN, INC.	1,360.00	1,360.00	02-01-1998	1-31-2008	BK PG
		MEADOW CANYON					
		T32N-R113W SEC 22: ALL SEC 27: E2NE, W2, SE SEC 34: NE CONTAINING 1360 ACRES SUBLETTE COUNTY, WYOMING					
0075761-000	USA WYW-144161	HANSON & STRAHN, INC.	320.00	320.00	02-01-1998	1-31-2008	BK PG
		MEADOW CANYON					
		T32N-R113W SEC 23: N2 CONTAINING 320 ACRES SUBLETTE COUNTY, WYOMING					
0075762-000	USA WYW-144162	HANSON & STRAHN, INC.	80.00	80.00	02-01-1998	1-31-2008	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		MEADOW CANYON T32N-113W SEC 27: W2NE CONTAINING 80 ACRES SUBLETTE COUNTY, WYOMING					
0075763-000	USA WYW-144163	HANSON & STRAHN, INC. MEADOW CANYON T32N-R113 SEC 29: ALL CONTAINING 640 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	02-01-1998	1-31-2008	BK PG
0075764-000	USA WYW-144164	HANSON & STRAHN, INC. MEADOW CANYON T32N-R113W SEC 32: ALL CONTAINING 640 ACRES SUBLETTE COUNTY, WYOMING	640.00	640.00	02-01-1998	1-31-2008	BK PG
0075769-000	USA WYW-144169	HANSON & STRAHN, INC. MEADOW CANYON T31N-R114W SEC 1: LOTS 1, 2, 3, 4, S2N2, S2 SEC 2: LOTS 2,3,4, S2N2, E2SW, SE CONTAINING 1,169.62 ACRES SUBLETTE COUNTY, WYOMING	1,169.62	1,169.62	02-01-1998	1-31-2008	BK PG
0075770-000	USA WYW-144172	HANSON & STRAHN, INC. MEADOW CANYON T31N-R114W SEC 24: N2NE4, SWSE CONTAINING 120 ACRES SUBLETTE COUNTY, WYOMING	120.00	120.00	02-01-1998	1-31-2008	BK PG
0075771-000	USA WYW-144171	HANSON & STRAHN, INC.	320.00	320.00	02-01-1998	1-31-2008	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		MEADOW CANYON T31N-R114W SEC 12: E2 CONTAINING 320 ACRES SUBLETTE COUNTY, WYOMING					
0075773-000	MARVIN D. PRICE, ET UX	HANSON & STRAHN, INC MEADOW CANYON T33N-R112W SEC 18: LOTS 3(39.63), 4(39.64), SESW T33N-R113W SEC 3: S2SE, SENW, E2SW, NWSE SEC 10: N2NE SEC 11: SE, SWNE SEC 12: SWSW SEC 13: N2NW, SENW, W2NE, SENE, NESE CONTAINING 959.27 ACRES SUBLETTE COUNTY, WYOMING	959.27	959.27	12-18-1997	12-17-2005	BK 107, PG 12
0075774-003	RONALD W BALL, ET AL	MARC RANDAL STRAHN MEADOW CANYON T33N-R113W SEC 25: S2NE, SE, E2SW T32N-R112W SEC 7: W2SE, NESW, SESE, LOT 4(23.67 ACS), LOT 5(21.75 ACS) SEC 8: SWSW T33N-R112W SEC 29: SWNE, S2NW, SW, W2SE SEC 30: LOT 2(39.89 ACS), LOT 3(39.93 ACS), LOT 4(39.98 ACS), SENW, E2SW, E2 SEC 31: LOTS 1(40.00), 2(40.00), 3(40.00), E2NW, NESW, NE, N2SE SEC 32: N2NW, NWNE T32N-R113W SEC 11: N2S2 SEC 12: LOT 1(43.36 ACS), LOT 2(44.15 ACS), N2S2	2,492.73	2,166.27	12-18-1997	12-17-2005	BK 106, PG 652
0075775-001	FEAR FAMILY TRUST	HANSON & STRAHN, INC MEADOW CANYON	880.00	600.00	12-22-1997	12-21-2003	BK 106, PG 658

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T32N-R114W SEC 13: SESW, SWSE SEC 23: SENE, NESE, W2SE, SESE SEC 24: W2 SEC 25: N2NW, SWNW SEC 26: NE CONTAINING 880 ACRES SUBLETTE COUNTY, WYOMING				
0075775-004	BONNEY EKEN & LESLIE A PRENTICE	HANSON & STRAHN, INC	560.00	140.00	10-30-2000	10-29-2005	BK 116 PG 682
	MEADOW CANYON		T32N-R114W, 6TH P.M. SEC 23: W2SE, SESE SEC 24: SW SEC 25: N2NW, SWNW SEC 26: NE CONTAINING 560.00 ACRES SUBLETTE COUNTY, WYOMING				
0075775-005	MICHAEL C WARREN, ET UX	E&M OIL CORP	560.00	140.00	08-10-1999	8-9-2004	BK 112 PG 330
	MEADOW CANYON		T32N-R114W, 6TH P.M. SEC 23: W2SE, SESE SEC 24: SW SEC 25: N2NW, SWNW SEC 26: NE CONTAINING 560.00 ACRES SUBLETTE COUNTY, WYOMING				
0075778-007	ST WY 00-00836	CONTEX ENERGY COMPANY	360.00	180.00	12-02-2000	12-1-2005	BK PG
	MEADOW CANYON		T33N-R113W SEC 22: S2NE,SENW,E2SW,SE CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING				
0075778-008	ST WY 00-00837	CONTEX ENERGY COMPANY	360.00	180.00	12-02-2000	12-1-2005	BK PG
	MEADOW CANYON						

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		T33N-R113W SEC 23: S2N2,SW SEC 25: NWNW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING					
0075778-009	ST WY 00-00626	CONTEX ENERGY COMPANY MEADOW CANYON	280.00	140.00	10-02-2000	10-1-2005	BK PG
		T33N-R113W SEC 27: NE, E2NW, NESE CONTAINING 280 ACRES SUBLETTE COUNTY, WYOMING					
0075778-010	JOHN FREDLUND ET UX	CONTEX ENERGY COMPANY MEADOW CANYON	1,080.00	270.00	04-19-2002 Eff. 11/13/02	11-12-2007	BK PG
		T33N-R113W SEC 22: S2NE, SENW, E2SW, SE SEC 23: SWNW, W2SW, SESW SEC 25: NWNW SEC 26: N2N2, SWNW, NWSW SEC 27: NE, E2NW, NESE CONTAINING 1080.00 ACRES SUBLETTE COUNTY, WYOMING					
0075778-011	FRED W MARBLE	CONTEX ENERGY COMPANY MEADOW CANYON	1,080.00	270.00	04-19-2002 Eff. 11/13/02	11-12-2007	BK PG
		T33N-R113W SEC 22: S2NE, SENW, E2SW, SE SEC 23: SWNW, W2SW, SESW SEC 25: NWNW SEC 26: N2N2, SWNW, NWSW SEC 27: NE, E2NW, NESE CONTAINING 1080.00 ACRES SUBLETTE COUNTY, WYOMING					
0075787-000	USA-WYW 144669	HANSON & STRAHN, INC. MEADOW CANYON	40.00	40.00	04-01-1998	3-31-2008	BK PG

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T31N-R113W, 6TH P.M. SEC 15: NESE CONTAINING 40.00 ACRES SUBLETTE COUNTY, WYOMING				
0075788-000	USA-WYW 144670	HANSON & STRAHN, INC. MEADOW CANYON	321.83	321.83	04-01-1998	3-31-2008	BK PG
			T32N-R113W, 6TH P.M. SEC 30: LOTS 1, 2, 3, 4, E2W2 CONTAINING 321.83 ACRES SUBLETTE COUNTY, WYOMING				
0075789-000	USA-WYW 144671	HANSON & STRAHN, INC. MEADOW CANYON	321.40	321.40	04-01-1998	3-31-2008	BK PG
			T32N-113W, 6TH P.M. SEC 31: LOTS 1, 2, 3, 4, E2W2 CONTAINING 321.40 ACRES SUBLETTE COUNTY, WYOMING				
0075791-000	T E O'BRIEN RANCH, INC	HANSON & STRAHN INC MEADOW CANYON	360.00	360.00	01-22-1998	1-21-2003	BK 107 PG 42
			T33N-R113W SEC 34: NENE SEC 35: N2 CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING				
0075792-000	JOHN E WARDELL	HANSON & STRAHN MEADOW CANYON	160.00	160.00	02-04-1998	2-3-2003	BK 107, PG 45
			T33N-R113W, 6TH P.M. SEC 35: SE CONTAINING 160 ACRES SUBLETTE COUNTY, WYOMING				
0075793-001	DONALD M HOPKINS, ET UX	HANSON & STRAHN INC MEADOW CANYON	160.00	6.67	01-12-1998	1-11-2003	BK 107 PG 132

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T32N-R114W SEC 14: W2NE, SENE, SENW CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING				
0075793-002	MURIEL GRAY MEADOW CANYON	HANSON & STRAHN INC	160.00	6.67	03-03-1998	3-2-2003	BK 107 PG 525
			T32N-R114W SEC 14: W2NE, SENE, SENW CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING				
0075793-003	GORDON H.& PATRICIA H. BROWN,IND.&TT MEADOW CANYON	HANSON & STRAHN, INC	200.00	30.00	05-05-1998	5-4-2003	BK 108 PG 61
			T32N-R114W, 6TH P.M. SEC 11: SWSW SEC 14: W2NE,SENE,SENW CONTAINING 200.00 ACRES SUBLETTE COUNTY, WYOMING				
0075793-004	HELEN L. HOPKINS,IND.& TTEE TRST 8/11/94 MEADOW CANYON	HANSON & STRAHN, INC	200.00	30.00	05-05-1998	5-4-2003	BK 108 PG 58
			T32N-R114W, 6TH P.M. SEC 11: SWSW SEC 14: W2NE, SENE, SENW CONTAINING 200.00 ACRES SUBLETTE COUNTY, WYOMING				
0075794-001	HOWARD BALLEW FAMILY TRUST MEADOW CANYON	LOMA ENERGY CORP.	2,313.87	55.71	01-02-1998	1-1-2003	BK 107, PG 15
			T33N-R113W SEC 5: SW, W2SE SEC 6: LOTS 6(37.43),7(38.05), E2SW,SE SEC 7: LOT 1(38.39), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2S2, SESE SEC 9: SWNW, N2SW SEC 15: W2W2 SEC 17: E2NE T33N-R114W SEC 1: SWNW, SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW				

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T34N-R114W SEC 26: W2SW CONTAINING 2313.87 ACRES SUBLETTE COUNTY, WYOMING				
0075794-002	KARL M. JOHNSON	LOMA ENERGY CORP. MEADOW CANYON	2,313.87	55.71	01-02-1998	1-1-2003	BK 107, PG 17
			T33N-R113W SEC 5: SW, W2SE SEC 6: LOTS 6(37.43),7(38.05), E2SW,SE SEC 7: LOT 1(38.39), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2S2, SESE SEC 9: SWNW, N2SW SEC 15: W2W2 SEC 17: E2NE T33N-R114W SEC 1: SWNW, SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW T34N-R114W SEC 26: W2SW CONTAINING 2313.87 ACRES SUBLETTE COUNTY, WYOMING				
0075794-004	BLAKE C VANDEWATER, ET UX	LOMA ENERGY CORP MEADOW CANYON	2,313.87	55.71	01-02-1998	1-1-2003	BK 107, PG 22
			T33N-R113W SEC 5: SW, W2SE SEC 6: LOTS 6(37.43),7(38.05), E2SW, SE SEC 7: LOT 1(38.39), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2S2, SESE SEC 9: SWNW, N2SW SEC 15: W2W2 SEC 17: E2NE T33N-R114W SEC 1: SWNW, SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW T34N-R114W SEC 26: W2SW				

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ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			CONTAINING 2313.87 ACRES SUBLETTE COUNTY, WYOMING				
0075794-006	ROBERTA A JEWETT	LOMA ENERGY CORP MEADOW CANYON	2,313.87	334.23	07-08-1998	7-7-2003	BK 106, PG 517
			T33N-R113W, 6TH PM SEC 5: SW, W2SE SEC 6: LOTS 6(37.43), 7(38.05), E2SW, SE SEC 7: LOT 1(38.38), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2S2, SESE SEC 9: SWNW, N2SW SEC 15: W2W2 SEC 17: E2NE T33N-R114W, 6TH PM SEC 1: SWNW, SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW T34N-R114W, 6TH PM SEC 26: W2SW CONTAINING 2313.87 ACRES SUBLETTE COUNTY, WYOMING				
0075794-007	PATTI C. EDWARDS	LOMA ENERGY CORP MEADOW CANYON	1,953.87	976.94	07-08-1998	7-7-2003	BK 106, PG 499
			T33N-R113W, 6TH PM SEC 5: SW, W2SE SEC 6: LOTS 6(37.43), 7(38.05), E2SW, SE SEC 7: LOT 1(38.38), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2SW, NWSE SEC 9: SWNW, N2SW T33N-R114W, 6TH PM SEC 1: SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW T34N-R114W, 6TH PM SEC 26: W2SW CONTAINING 1953.87 ACRES SUBLETTE COUNTY, WYOMING				
0075794-008	C. GORDON JEWETT	LOMA ENERGY CORP MEADOW CANYON	2,313.87	334.23	07-08-1998	7-7-2003	BK 109, PG 508
			T33N-R113W, 6TH PM SEC 5: SW, W2SE SEC 6: LOTS 6(37.43), 7(38.05), E2SW, SE SEC 7: LOT 1(38.38), NE, E2NW, NESW, N2SE SEC 8: W2NE, SENE, NW, N2S2, SESE				

12/17/02

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 9: SWNW, N2SW SEC 15: W2W2 SEC 17: E2NE T33N-R114W, 6TH PM SEC 1: SWNW, SESW, SWSE, E2SE SEC 12: E2NE, SWNE, N2NW, SWNW T34N-R114W, 6TH PM SEC 26: W2SW CONTAINING 2313.87 ACRES SUBLETTE COUNTY, WYOMING				
0075840-000	MARGARET S BALL	HANSON & STRAHN INC MEADOW CANYON	480.00	480.00	04-02-1998	4-1-2003	BK 107 PG 584
			T33N-R112W SEC 29: SENE, E2SE SEC 32: E2NE, SWNE, S2NW, N2S2 CONTAINING 480.00 ACRES SUBLETTE COUNTY, WYOMING				
0075857-000	USA WYW-146482	HANSON & STRAHN, INC. MEADOW CANYON	1,292.08	1,292.08	10-01-1998	9-30-2008	BK PG
			T31N-R113W SEC 7: LOTS 1,2,3,4, E2, E2W2 SEC 18: LOTS 1,2,3,4, E2, E2W2 CONTAINING 1292.08 ACRES SUBLETTE COUNTY, WYOMING				
0075858-000	USA WYW-146483	HANSON & STRAHN, INC. MEADOW CANYON	360.00	360.00	10-01-1998	9-30-2008	BK PG
			T31N-R113W, 6TH PM SEC 14: W2SE,SESE SEC 24: NW, N2SW CONTAINING 360.00 ACRES SUBLETTE COUNTY, WYOMING				
0075859-000	USA WYW-146488	HANSON & STRAHN, INC. MEADOW CANYON	234.57	234.57	10-01-1998	9-30-2008	BK PG
			T32N-R114W, 6TH P.M. SEC 12: LOTS 1,2, S2NE, N2SE, SESE CONTAINING 234.57 ACRES SUBLETTE COUNTY, WYOMING				
0075885-000	ST WY 98-00598	HANSON & STRAHN, INC	640.00	640.00	11-02-1998	11-1-2003	BK 111, PG 581

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
		MEADOW CANYON					
		T32N-R113W SEC 36: ALL CONTIANING 640 ACRES SUBLETTE COUNTY, WYOMING					
0075889-000	USA WYW-129160	BONNIE J BROWN	882.63	882.63	06-01-1993	05-31-2003	BK PG
		MEADOW CANYON					
		T31N-R113W SEC 6: LOT 1, 2, 3, 4, 5, 6, 7, S2NE, SENW, E2SW, SE SEC 13: S2SE SEC 28: SWSW SEC 34: W2SE, SESE CONTAINING 882.63 ACRES SUBLETTE COUNTY, WYOMING					
0075899-000	ST WY 99-00412	HANSON & STRAHN, INC	136.81	136.81	07-02-1999	7-1-2004	BK PG
		MEADOW CANYON					
		T32N-R114W SEC 12: LOT 3, S2NW, NWSW CONTAINING 136.81 ACRES SUBLETTE COUNTY, WYOMING					
0075934-000	USA WYW-132056	WINDWARD LIMITED LIABILITY COMP	640.00	640.00	04-01-1994	3-31-2004	BK PG
		MEADOW CANYON					
		INSOFAR AND ONLY INSOFAR AS LEASE COVERS T32N-R113W, 6TH PM SEC 30: E2 SEC 31: E2 SUBLETTE COUNTY, WYOMING CONTAINING 640.00 ACRES.					
0076337-000	ST WY 00-00839	CONTEX ENERGY COMPANY	120.00	120.00	12-02-2000	12-1-2005	BK PG
		MEADOW CANYON					
		T33N-R113W SEC 25: SWNW, W2SW CONTAINING 120.00 ACRES SUBLETTE COUNTY, WYOMING					
0076338-000	ST WY 00-00841	CONTEX ENERGY COMPANY	400.00	400.00	12-02-2000	12-1-2005	BK PG
		MEADOW CANYON					

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T33N-R113W SEC 26: S2NE,SENW,NESW,S2SW,SE CONTAINING 400.00 ACRES SUBLETTE COUNTY, WYOMING				

Exhibit "A"

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
State : WY, SUBLETTE **Prospect : RUBEN**								
0075359-016	DIOCESE OF CHEYENNE	RUBEN	HANSON & STRAHN, INC	760.00	63.33	03-18-1998	3-17-2003	BK 107 PG 587
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075359-017	RICHARD E. MOUNTS, ET UX	RUBEN	HANSON & STRAHN,INC.	760.00	114.00	03-31-1998, EFF. 12/29/98	12-28-2003	BK 108, PG 038
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075359-018	MARGERY J. MORAN	RUBEN	HANSON & STRAHN,INC.	760.00	63.33	03-31-1998 EFF. 12/29/98	12-28-2003	BK 108, PG 54
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					

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Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075359-019	ROBERT L. HALLMAN	RUBEN	HANSON & STRAHN INC	760.00	38.00	03-31-1998 EFF. 12/29/98	12-28-2003	BK 108 PG 540
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760 ACRES SUBLETTE COUNTY, WYOMING					
0075359-020	BONNIE DU BOIS	RUBEN	HANSON & STRAHN INC.	760.00	38.00	03-31-1998 EFF. 12/29/98	12-28-2003	BK 108 PG 491
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760 ACRES SUBLETTE COUNTY, WYOMING					
0075359-022	JANE E. MUIR	RUBEN	HANSON & STRAHN, INC.	760.00	63.33	03-31-1998 EFF. 12/29/98	12-28-2003	BK 109 PG 543
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760 ACRES SUBLETTE COUNTY, WYOMING					
0075359-024	JAMES ANGUS & KAREN P ANGUS		HANSON & STRAHN, INC.	760.00	10.56	04-08-1998	2-10-2004	BK 109 PG 442

Exhibit "A"

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Lease Number	Lessor Name	Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
	RUBEN				EFF. 02/11/99		
		T31N-R113W, 6TH P.M. SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075359-025	MILDRED A WALSH	HANSON & STRAHN, INC	760.00	63.33	04-22-1998	12-28-2003	BK 108, PG 105
	RUBEN				EFF. 12/29/98		
		T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075359-027	PATRICIA ANGUS MCMORDIE ET VIR	HANSON & STRAHN, INC.	760.00	10.56	04-08-1998	2-10-2004	BK 109 PG 438
	RUBEN				EFF. 02/11/99		
		T31N-R113W, 6TH P.M. SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075359-028	MARGERY WAGNER, INDIV.	HANSON & STRAHN, INC	760.00	10.56	04-08-1998	2-10-2004	BK 110, PG 260
	RUBEN						

Exhibit "A"

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			T31N-R113W SEC 24: SWSW SEC 25: W2 SEC 26: NENE SEC 35: NESE SEC 36: W2 CONTAINING 760.00 ACRES SUBLETTE COUNTY, WYOMING					
0075362-000	USA WYW-131151	RUBEN	HANSON & STRAHN ENERGY LAND SER	80.00	80.00	01-01-1994	12-31-2003	BK PG
			T31N-R113W SEC 15: N2NW CONTAINING 80 ACRES SUBLETTE COUNTY, WYOMING					
0075383-000	USA WYW-131419	RUBEN	HANSON & STRAHN ENERGY LAND SER	40.00	40.00	02-01-1994	1-31-2004	BK PG
			T31N-R113W SEC 25: NESE CONTAINING 40.00 ACRES SUBLETTE COUNTY, WYOMING					
0075412-007	DOROTHY A. NOBLE	RUBEN	HANSON & STRAHN,INC.	160.00	40.00	04-01-1998 EFF. 1/17/99	1-16-2004	BK 108 PG 50
			T31N-R113W SEC 25: SWNE, S2SE, NWSE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075412-008	ROBERT C. NOBLE & ARLENE R. NOBLE	RUBEN	HANSON & STRAHN,INC.	160.00	40.00	04-01-1998 EFF. 1/17/99	1-16-2004	BK 108, PG 92
			T31N-R113W SEC 25: SWNE, S2SE, NWSE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075412-009	SALLY NOBLE KIDD	RUBEN	HANSON & STRAHN, INC	160.00	40.00	04-01-1998 EFF. 1/17/99	1-16-2004	BK 108 PG 46
			T31N-R113W, 6TH P.M.					

Exhibit "A"

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Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
			SEC 25: SWNE,S2SE,NWSE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075412-010	COLLEEN HAVILAND	RUBEN	HANSON & STRAHN,INC.	160.00	40.00	04-01-1998 EFF. 1/17/99	1-16-2004	BK 108 PG 42
			T31N-R113W SEC 25: SWNE, S2SE, NWSE CONTAINING 160.00 ACRES SUBLETTE COUNTY, WYOMING					
0075447-000	USA WYW-133096	RUBEN	HANSON & STRAHN ENERGY	80.00	80.00	08-01-1994	7-31-2004	BK PG
			T31N-R112W SEC 31: NENE SEC 32: NESW CONTAINING 80.00 ACRES SUBLETTE COUNTY, WYOMING					
0075448-000	USA WYW-133097	RUBEN	HANSON & STRAHN ENERGY	1,960.25	1,960.25	08-01-1994	7-31-2004	BK PG
			INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T31N-R112W SEC 6: LOTS 6, 7, E2SW, SE SEC 7: LOTS 1, 2, E2, E2W2 SEC 8: W2 SEC 17: NWNE, W2, W2SE SEC 18: NE, E2NW, NESW, N2SE, SESE SEC 20: NWNE, SW, SWSE CONTAINING 1,960.25 ACRES SUBLETTE COUNTY, WYOMING					
0075452-000	USA WYW-133108	RUBEN	HANSON & STRAHN ENERGY	2,518.71	2,518.71	08-01-1994	7-31-2004	BK PG
			T31N-R113W SEC 1: LOTS 1 - 4, S2N2, S2 SEC 2: LOTS 1 - 3, S2NE, E2SW, SE SEC 11: NE, E2W2, N2SE, SWSE SEC 12: ALL SEC 13: SWNW, SW SEC 14: NWNE, S2NE, NESE CONTAINING 2518.71 ACRES SUBLETTE COUNTY, WYOMING					

12/17/02

Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN EOG RESOURCES, INC. AND EOG RESOURCES ACQUISITIONS L.P.

Lease Number	Lessor Name		Lessee Name	Gross Acres	Net Acres	Lease Date	ExpDate	Recording
0075453-000	USA WYW-133109	RUBEN	HANSON & STRAHN ENERGY	1,319.64	1,319.64	08-01-1994	7-31-2004	BK PG
			T31N-R113W SEC 2: LOT 4, W2SW SEC 3: S2 SEC 10: ALL SEC 11: W2W2 SEC 15: N2NE CONTAINING 1319.64 ACRES SUBLETTE COUNTY, WYOMING					
0075454-000	USA WYW-133110	RUBEN	HANSON & STRAHN ENERGY	120.00	120.00	08-01-1994	7-31-2004	BK PG
			T31N-R113W SEC 25: N2NE, SENE CONTAINING 120 ACRES SUBLETTE COUNTY, WYOMING					

478

[redacted] [redacted] [redacted]

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

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

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

Wyoming Oil & Gas Lease Serial Number 01-00567 Assignment Approval Date NOV 19 2002

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 50 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T30N-R111W**
SECTION 36: ~~ALL~~ NE pt
SUBLETTE COUNTY, WYOMING
CONTAINING ~~640.00~~ 160.00 GROSS ACRES

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

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

12.5 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294701

RECORDED Dec. 30 2002 10:25AM
IN BOOK 123 046 PAGE 479
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

and reserving unto ASSIGNOR, 37.5% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRIDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTEREST BEING CONVEYED HEREIN.

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 stockholders, dated as of 7-16, 2002.

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 10 day ~~of~~ July, 2002.

ASSIGNOR - PANNONIAN ENERGY INC.	Assignee (1) - BREK PETROLEUM INC.
By - Howard O. Sharpe HOWARD O. SHARPE	By - KENNETH G.C. TELFORD
Title - VICE-PRESIDENT	Title - PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 10 day of July, 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 10 day of July, 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

NOTARY PUBLIC BARBARA L. CALERDINE STATE OF COLORADO

BARBARA L. CALERDINE, Notary Public

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.

[redacted] [redacted] [redacted]

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

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

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

Wyoming Oil & Gas Lease Serial Number 01-00567 Assignment Approval Date NOV 19 2002

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 45 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T30N-R111W**
SECTION 36: ALL
SUBLETTE COUNTY, WYOMING

CONTAINING 640.00 GROSS ACRES

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

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

11.25 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES WHICH ARE BELOW THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294702

RECORDED Dec 30 2002 10:25a M
IN BOOK 123 O&G PAGE 481
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

and reserving unto ASSIGNOR 33.75% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRINDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTEREST BEING CONVEYED HEREIN

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 stockholders, dated as of 7-16, 2002

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.

Page 1 of 2 of Lease # 01-00567 assignment dated July 16, 2002

SIGNED AS TO TRANSFER AND ACCEPTANCE this 16 day of May, 2002.

ASSIGNOR - PANNONIAN ENERGY INC.	Assignee (1) – BREK PETROLEUM INC.
By – Howard O. Sharpe HOWARD O. SHARPE	By – KENNETH G.C. TELFORD
Title – VICE-PRESIDENT	Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of May, 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of May, 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

NOTARY PUBLIC BARBARA L. CALERDINE STATE OF COLORADO

BARBARA L. CALERDINE, Notary Public

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.

[redacted] [redacted] [redacted]

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

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

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

Wyoming Oil & Gas Lease Serial Number 01-00567 Assignment Approval Date - AUG 26 2002

ASSIGNOR, with name and address at, SHAMA ZOE LIMITED PARTNERSHIP
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 50 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

The NE/4 of Section 36, Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 160.00 acres, more or less.

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

1) ASSIGNEE, with name and address at: PANNONIAN ENERGY INC.
14 Inverness Drive East, Suite H-236
Englewood, CO 80112

50 percent interest in the total leasehold, or as described in particular above. AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SW/4NE/4 of Sec. 33-T32N-R111W, SUBLETTE COUNTY, WYOMING.

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:

294703

RECORDED Dec. 30 2002 10:25 A
IN BOOK 123+G PAGE 483
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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~~ 5% per-fay dw

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

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

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

Page 1 *of* 1 *of Lease #* 01-00567 *assignment dated* effective February 11, 2002

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE effective this 11th day of February, 2002

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP Assignee (1) PANNONIAN ENERGY INC.

By Gilman A. Hill	By
Title - Gilman A. Hill, General Partner	Title Mark A. Erickson, President
Attest -	Attest -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of May, 2002, by Gilman A. Hill, General Partner, of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 2002

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

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 dated 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 as lease,

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

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

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

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

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

02 DEC 10 PM 5 48

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

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

Wyoming Oil & Gas Lease Serial Number 01-00567 Assignment Approval Date - AUG 26 2002

ASSIGNOR, with name and address at, SHAMA ZOE LIMITED PARTNERSHIP
7128 S. Poplar Lane
Englewood, CO 80112

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

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

ALL of Section 36, Township 30 North, Range 111 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: BURLINGTON RESOURCES OIL & GAS COMPANY LP
3300 North "A" Street, Building 6
Midland, TX 79705-5406

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

2) ASSIGNEE, with name and address at: PANNONIAN ENERGY INC.
14 Inverness Drive East, Suite H-236
Englewood, CO 80112

45 percent interest in the total leasehold, or as described in particular above. AS TO THOSE DEPTHS AND ZONES WHICH ARE BELOW THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SW/4NE/4 OF SEC. 33-T32N-R111W, SUBLETTE COUNTY, WYOMING

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:

294704

RECORDED Dec 30 2002 0:25 PM
IN BOOK 123 0+6 PAGE 485
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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, the 5% interest being retained by Assignor hereby, as to Assignee 2), is expressly subject to the terms and conditions set forth in that certain Letter Agreement dated February 11, 2002, between Pannonian Energy Inc. and Shama Zoe Limited Partnership.
This assignment is subject to any existing overriding royalties previously served. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

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

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

Page 1 *of* 1 *of Lease #* 01-00567 *assignment dated* effective February 11, 2002

WY-1064

485

effective
SIGNED AS TO TRANSFER AND ACCEPTANCE this 11th day of February, 2002.

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP

By _____
Title - Gilman A. Hill, General Partner

Attest -

Assignee (1) BURLINGTON RESOURCES OIL & GAS COMPANY LP

By _____
Title Barry J. Winstead, Vice President

Attest -

Assignee (2) - PANNONIAN ENERGY INC.

By - _____
Title - Mark A. Erickson, President

Assignee (3) -

By - _____
Title -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of May, 2002, by Gilman A. Hill, General Partner, of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

_____
JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

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 dated 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 as lease,

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

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

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

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

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

02 JUL 10 AM 5 48

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

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

Wyoming Oil & Gas Lease Serial Number 01-00569 Assignment Approval Date - AUG 26 2002

ASSIGNOR, with name and address at, SHAMA ZOE LIMITED PARTNERSHIP
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 50 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

The NE/4 of Section 36, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 160.00 acres, more or less.

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

1) ASSIGNEE, with name and address at: PANNONIAN ENERGY INC.
14 Inverness Drive East, Suite H-236
Englewood, CO 80112

50 percent interest in the total leasehold, or as described in particular above. AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SW/4NE/4 of Sec. 33-T32N-R111W, SUBLETTE COUNTY, WYOMING.

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.

294705

RECORDED Dec. 30 2002 10:25 AM
IN BOOK 123046 PAGE 487
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Hoch

and reserving unto ASSIGNOR, ~~None~~ 50% per fax dw

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

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

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Page 1 *of* 1 *of Lease #* 01-00569 *assignment dated* effective February 11, 2002

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE effective this 11th day of February, 2002

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP Assignee (1) PANNONIAN ENERGY INC.

By Gilman A. Hill	By
Title - Gilman A. Hill, General Partner	Title Mark A. Erickson, President
Attest -	Attest -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of May, 2002, by Gilman A. Hill, General Partner, of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:
November 21, 2002

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

ASSIGNMENT REQUIREMENTS

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02 JUL 10 AM 5 48

[redacted] [redacted] [redacted]

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

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

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

Wyoming Oil & Gas Lease Serial Number 01-00569 Assignment Approval Date - AUG 26 2002

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7128 S. Poplar Lane
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(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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Midland, TX 79705-5406

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

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Englewood, CO 80112

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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:

294706

RECORDED Dec. 30 2002 10:25 M
IN BOOK 123 OG PAGE 489
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

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.

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Page 1 *of* 1 *of Lease #* 01-00569 *assignment dated* effective February 11, 2002

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE effective this 11th day of February, 2002.

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP	Assignee (1) BURLINGTON RESOURCES OIL & GAS COMPANY LP
By Gilman A. Hill	By Barry J. Winstead
Title - Gilman A. Hill, General Partner	Title Barry J. Winstead, Vice President
Attest -	Attest -
Assignee (2) - PANNONIAN ENERGY INC.	Assignee (3) -
By - Mark A. Erickson	By -
Title - Mark A. Erickson, President	Title -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

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JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

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

ASSIGNMENT REQUIREMENTS

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

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

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

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

4) Each assignment, if approved, is recognized by the State as effective as of the dated 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 as lease,

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

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

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

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

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

02 JUL 10 PM 5 48

Effective 11/86

Form ML-2
(Revised 4-96)
Filing Fee - $25.00 Non-Refundable

State of Wyoming
Board of Land Commissioners
Oil & Gas Lease Interest Assignment

Return to:

State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00569 Assignment Approval Date NOV 19 2002

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 50 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T32N-R111W, 6TH PM**
SECTION 36: NE
SUBLETTE COUNTY, WYOMING

CONTAINING 40.00 GROSS ACRES

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

12.5 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294707

RECORDED Dec 30 02 10:25 AM
IN BOOK 123 O+G PAGE 491
FEES $ 11.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

and reserving unto ASSIGNOR 37.5% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRIDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTERST BEING CONVEYED HEREIN.

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 stockholders, dated as of 7-16, 2002

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 16 day of July, 2002.

ASSIGNOR - PANNONIAN ENERGY INC.	Assignee (1) – BREK PETROLEUM INC.
By – Howard O. Sharpe HOWARD O. SHARPE	By – KENNETH G.C. TELFORD
Title – VICE-PRESIDENT	Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July, 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July, 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

NOTARY PUBLIC
BARBARA L. CALERDINE
STATE OF COLORADO

BARBARA L. CALERDINE, Notary Public

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.

[redacted] [redacted] [redacted]

Effective 11/86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 Non-Refundable

State of Wyoming
Board of Land Commissioners
Oil & Gas Lease Interest Assignment

Return to:
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00569 Assignment Approval Date NOV 19 2002

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 45 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T32N-R111W**
SECTION 36: ALL
SUBLETTE COUNTY, WYOMING

CONTAINING 640.00 GROSS ACRES

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

11.25 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES WHICH ARE BELOW THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294708

RECORDED Dec. 30 A.D. 2002 10:25 AM
IN BOOK 1230+G PAGE 493
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, WYOMING
By [illegible]

and reserving unto ASSIGNOR 33.75% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRIDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTEREST BEING CONVEYED HEREIN.

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 stockholders, dated as of 7-16, 2002

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 16 day of July, 2002.

ASSIGNOR - PANNONIAN ENERGY INC.	Assignee (1) – BREK PETROLEUM INC.
By – Howard O. Sharpe HOWARD O. SHARPE	By – KENNETH G.C. TELFORD
Title – VICE-PRESIDENT	Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July, 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July, 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

NOTARY PUBLIC
BARBARA L. CALERDINE
STATE OF COLORADO

BARBARA L. CALERDINE, Notary Public

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.

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

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00568 Assignment Approval Date - AUG 26 2002

ASSIGNOR, with name and address at, **SHAMA ZOE LIMITED PARTNERSHIP**
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 50 percent **OPERATING RIGHTS**
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

NESE of Section 34, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 40.00 acres, more or less.

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: **PANNONIAN ENERGY INC.**
14 Inverness Drive East, Suite H-236
Englewood, CO 80112

50 percent interest in the total leasehold, or as described in particular above. **AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SW/4NE/4 of Sec. 33-T32N-R111W, SUBLETTE COUNTY, WYOMING.**

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:

294709
RECORDED Dec. 30 2002 10:25 AM
IN BOOK 123 O+G PAGE 495
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sell

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~~ 5% per fax dw

This assignment is subject to any existing overriding royalties previously served. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 1 *of Lease #* 01-00568 *assignment dated* effective February 11, 2002

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE effective this 11th day of February, 2002

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP Assignee (1) PANNONIAN ENERGY INC.

By Gilman A. Hill	By
Title - Gilman A. Hill, General Partner	Title Mark A. Erickson, President
Attest -	Attest -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of May, 2002, by Gilman A. Hill, General Partner, of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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 dated 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 as lease,

5) If there is more than one party in interest to this assignment., then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

02 JUL 10 PM 5 48

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 – Non-Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST

Return To -
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

AUG 2 6 2002

Wyoming Oil & Gas Lease Serial Number 01-00568 Assignment Approval Date -

ASSIGNOR, with name and address at, SHAMA ZOE LIMITED PARTNERSHIP
7128 S. Poplar Lane
Englewood, CO 80112

being the owner of 100 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as:

NESE of Section 34, Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming, containing 40.00 acres, more or less.

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at: BURLINGTON RESOURCES OIL & GAS COMPANY LP
3300 North "A" Street, Building 6
Midland, TX 79705-5406

50 percent interest in the total leasehold, or as described in particular above. ALL DEPTHS

2) ASSIGNEE, with name and address at: PANNONIAN ENERGY INC.
14 Inverness Drive East, Suite H-236
Englewood, CO 80112

45 percent interest in the total leasehold, or as described in particular above. AS TO THOSE DEPTHS AND ZONES WHICH ARE BELOW THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SW/4NE/4 OF SEC. 33-T32N-R111W, SUBLETTE COUNTY, WYOMING

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:

294710
294710

RECORDED Dec 30 2002 10:25 AM
IN BOOK 123 046 PAGE 497
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
BY Cathy Sutton

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, the 5% interest being retained by Assignor hereby, as to Assignee 2), is expressly subject to the terms and conditions set forth in that certain Letter Agreement dated February 11, 2002, between Pannonian Energy Inc. and Shama Zoe Limited Partnership.
This assignment is subject to any existing overriding royalties previously served. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated.
If space is needed for additional assignors or assignees submit copies of this form only.

Page 1 *of* 1 *of Lease #* 01-00568 *assignment dated* effective February 11, 2002

WY-1064

SIGNED AS TO TRANSFER AND ACCEPTANCE effective this 11th day of February, 2002.

ASSIGNOR SHAMA ZOE LIMITED PARTNERSHIP	Assignee (1) BURLINGTON RESOURCES OIL & GAS COMPANY LP
By Gilman A. Hill	By Barry J. Winstead
Title - Gilman A. Hill, General Partner	Title Barry J. Winstead, Vice President
Attest -	Attest -
Assignee (2) - PANNONIAN ENERGY INC.	Assignee (3) -
By - Mark A. Erickson	By -
Title - Mark A. Erickson, President	Title -

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 24th day of May, 2002, by Gilman A. Hill, General Partner, of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires:

November 21, 2002

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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 dated 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 as lease,

5) If there is more than one party in interest to this assignment., then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effectlve date of the original lease. (See Board Rules, Chapter 6, section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

02 JUL 10 AM 5 48

Effective 11/86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 Non-Refundable

State of Wyoming
Board of Land Commissioners
Oil & Gas Lease Interest Assignment

Return to:
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00568 Assignment Approval Date NOV 19 2002

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 45 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T32N-R111W**
SECTION 34: NESE
SUBLETTE COUNTY, WYOMING

CONTAINING 40.00 GROSS ACRES

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

11.25 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES WHICH ARE BELOW THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294711

RECORDED Dec 30 02 10:25AM
IN BOOK 123 O&G PAGE 499
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

and reserving unto ASSIGNOR, 33.75% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRIDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTEREST BEING CONVEYED HEREIN

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 stockholders, dated as of 7-16, 2002

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 16 day of July, 2002.

ASSIGNOR - PANNONIAN ENERGY INC. By – Howard O. Sharpe HOWARD O. SHARPE Title – VICE-PRESIDENT	Assignee (1) – BREK PETROLEUM INC. By – KENNETH G.C. TELFORD Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

NOTARY PUBLIC BARBARA L. CALERDINE STATE OF COLORADO

BARBARA L. CALERDINE, Notary Public

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.

[redacted] [redacted] [redacted]

Effective 11/86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 Non-Refundable

State of Wyoming
Board of Land Commissioners
Oil & Gas Lease Interest Assignment

Return to:
State Land & Farm Loan Office
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

NOV 19 2002

Wyoming Oil & Gas Lease Serial Number 01-00568 Assignment Approval Date

ASSIGNOR, with name and address at,

PANNONIAN ENERGY INC.
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

being the owner of 50 percent OPERATING RIGHTS
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

interest in this lease, described in particular if less than the total leasehold as: **T32N-R111W**
SECTION 34: NESE
SUBLETTE COUNTY, WYOMING

CONTAINING 40.00 GROSS ACRES

For good and valuable consideration, hereby assigns to: **********

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
19TH FLOOR
80 GLOUCESTER ROAD
WAN CHAI, HONG KONG

12.5 percent interest in the total leasehold AS TO THOSE DEPTHS AND ZONES FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION (WHICH COINCIDES WITH THE TOP OF THE LANCE FORMATION), WHICH IS DEFINED AS 300 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF THE FORMATION CHARACTERISTICS IDENTIFIED ON THE OPEN-HOLE LOGS AT 7,262 FEET IN THE COTTONWOOD #32-33 WELL, LOCATED IN THE SWNE OF SECTION 33-T32N-R111W, SUBLETTE COUNTY, WY

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.

294712
294712

RECORDED Dec 30 2002 10:25 AM
IN BOOK 123 OAG PAGE 501
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

and reserving unto ASSIGNOR, 37.5% OPERATING RIGHTS AND RESERVING UNTO ASSIGNOR 2.5% OF 8/8THS OVERRIDING ROYALTY INTEREST PROPORTIONATELY REDUCED TO THE INTEREST BEING CONVEYED HEREIN.

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 stockholders, dated as of 7-16, 2002

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 16 day of July, 2002.

ASSIGNOR - PANNONIAN ENERGY INC.	Assignee (1) – BREK PETROLEUM INC.
By – Howard O Sharpe HOWARD O. SHARPE	By – KENNETH G.C. TELFORD
Title – VICE-PRESIDENT	Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July 2002, by HOWARD O. SHARPE, AS VICE-PRESIDENT OF PANNONIAN ENERGY INC.

My Commission Expires: JANUARY 18, 2006

Suzanne Wright
SUZANNE WRIGHT, Notary Public

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 16 day of July, 2002, by KENNETH G.C. TELFORD, AS PRESIDENT OF BREK PETROLEUM INC.

My commission expires: JANUARY 2, 2006

Barbara L Calerdine
BARBARA L. CALERDINE, Notary Public

NOTARY PUBLIC
BARBARA L.
CALERDINE
STATE OF COLORADO

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.

ASSIGNMENT AND BILL OF SALE

294713

RECORDED Dec 30 2002 10:30AM
IN BOOK 123 O+G PAGE 503
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 20th day of December, 2002, and is effective at 12:01 a.m. MT January 1, 2003 (the "Effective Time") by and between STONE ENERGY, L. L. C., a Delaware limited liability company, with an office at 1801 Broadway, Suite 700, Denver, Colorado 80202 (herein called "Assignor"), and STONE ENERGY CORPORATION, a Delaware corporation, with an office at 1801 Broadway, Suite 700, Denver, Colorado 80202 (herein called "Assignee").

Assignor in consideration of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER unto Assignee all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease (the "Leases") and all of Assignor's right, title and interest in and to overriding royalty interests, carried interests, net revenue interests, net profits interests, licenses, reversionary interests, production payments, permits and other interests and agreements (the "Interests"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements, assignments and other matters of record applicable to such Leases and lands;

B. All right, title and interest of Assignor in and to all wells, including but not limited to oil, gas, injection, disposal and water wells, located on the Leases or on lands pooled therewith and described on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Wells") and in all lands and leases associated with said Wells whether or not specifically described on Exhibits "A" or "B";

C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto saved and sold after the Effective Time.

D. All right, title and interest of Assignor in, to and under, or derived from, all contractual rights, including but not limited to, presently existing and valid oil and gas sales agreements, processing contracts, casinghead gas contracts, gas balancing agreements, gathering agreements, operating agreements, joint venture agreements, farmout agreements, farmin agreements, bottom hole agreements, acreage contribution agreements, area of mutual interest agreements, partnership agreements, rights of way, easements, surface leases, permits, salt water disposal agreements, warranties, covenants, indemnities, representations from third parties and other contracts, agreements and instruments, insofar as the same are appurtenant to the Leases, Interests or Wells;

E. All of Assignor's right, title and interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures located on the Leases or Wells or appurtenant thereto, excluding portable tools, vehicles and other items of personal property temporarily located on the Leases or Wells;

F. All right, title and interest of Assignor in, to and under, or derived from all presently existing and valid oil, gas or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Leases, Interests and Wells, and in and to the properties covered and the units, pools or communitized areas created thereby, which are appurtenant to the Leases, Interests and Wells;

G. To the extent the same are assignable or transferable, all of Assignor's right, title and interest in, to and under, or derived from all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds,

unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements") and (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties and all claims, rights and causes of action against third parties, asserted or unasserted, known or unknown; related to the Leases, Interests and Wells arising from the Related Agreements; and

H. All lease files, land files, well files, division order files, abstracts, title files, seismic and geological data and other information in the possession of Assignor (the "Records") that are related to the Leases, Interests and Wells, and all rights thereto, subject to any rights retained by third parties.

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through H, above (herein called the "Properties") are located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

1. Assumption of Obligations: Assignee hereby assumes and agrees to perform and be bound by all provisions of the subject leases and all contractual duties and obligations of Assignor as owner of the Properties to the extent that the same are valid and subsisting on the Effective Time. Assignee shall, as its sole expense, comply with all laws, rules, regulations, orders and ordinances (collectively the "laws") of any governmental authority claiming jurisdiction over the Property.

2. Leases and Other Contracts and Agreements: This Assignment is made by Assignor and accepted by Assignee subject to all the terms, covenants and conditions of the oil, gas and mineral leases described in Exhibit "A" and to the terms, covenants and conditions of the instruments, contracts and agreements affecting the Properties or production therefrom.

3. Limited Warranty: THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION.

4. Further Assurance. From time to time, at the request of Assignee (whether on or after the execution date hereof) and without further consideration, Assignor shall execute and deliver, or cause to be delivered, all further instruments of conveyance, assignment, and transfer (including but not limited to transfer and division orders) and take any other action as Assignee may reasonably request in order to more effectively or completely convey and transfer the Properties to Assignee in accordance with the provisions hereof and Assignor shall assist in the transfer of the Properties to the possession of Assignee. Assignor shall execute such additional forms of assignment conveying Assignor's title in the Properties as may be required to conform to governmental regulation and such assignments shall not serve to enlarge or diminish the rights herein conveyed. If any Property is incorrectly described, the description shall be corrected upon proof of proper description.

5. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF WYOMING.

6. Successors and Assigns: The terms, covenants and conditions hereof shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. All terms, covenants and conditions shall be covenants running with the land herein assigned and with each subsequent transfer or assignment thereof.

[redacted] [redacted] [redacted]

7. Substitution and Subrogation: This Assignment is made with full rights of substitution and subrogation by Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

8. Headings: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

IN WITNESS WHEREOF the Assignor has executed this Assignment this 20th day of December, 2002 to be effective in all respects as of the Effective Time.

ASSIGNOR:

STONE ENERGY, L. L. C.

By: _____
Name: Michael E. Cuba
Title: Denver District Land Manager

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

This instrument was acknowledged before me this 20th day of December, 2002, by Michael E. Cuba, as Denver District Land Manager for STONE ENERGY, L. L. C., a Delaware limited liability company, on behalf of said company.

My Commission Expires:
2/28/03

_____
Notary Public

MARGARET A MORTON
Notary Public
State of Colorado

MARGARET A MORTON
Notary Public
State of Colorado

505

EXHIBIT "A"
Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated effective at 12:01 a.m. MT, January 1, 2003, by and between Stone Energy, L.L.C., Assignor, and Stone Energy Corporation, Assignee

BIRD CANYON PROSPECT / SUBLETTE COUNTY, WYOMING

#	TYPE LEASE	LEASE NO.	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	Recordation Book	Recordation Page
1	FED	10118-00	USA WY 2108	JAMES O. BREENE, JR.	11/01/66	27N	112W	24 25	W/2 W/2 W/2	47	373
2	FED	10119-00	USA WY 2690	MARGARET E. ALLEN	12/01/66	27N	111W	31 32	LOTS 1, 2, 3, 4, 5, 6, 7, NE/4, NE/4 SW/4, N/2 SE/4, E/2 NW/4 LOT 1	47	447
3	FED	10120-00	USA WY 3776	JOSEPHINE E. FRYE	02/01/67	27N	112W	13 25	W/2 W/2 E/2	41	445
4	FED	10121-00	USA WY 15340	RUTH FOX SEARS	10/01/68	27N	112W	24	E/2	47	505
5	STA	10122-00	ST OF WYOMING 66-15523	NAT NOVICK	10/02/66	27N	112W	36	W/2, NE/4	48	143
6	FED	12196-00	USA WY 128030	BASIN EXPLORATION, INC.	07/20/93	27N 27N	111W 112W	30 31 25	R-O-W THROUGH LOT 2, SE/4 NW/4, E/2 SW/4, SW/4 SE/4 (7.40 ACS. M/L) R-O-W THROUGH THE E/2 W/2, S/2 N/2 NE/4, S/2 N/2 SE/4 (7.40 ACS. M/L) R-O-W THROUTH THE E/2 NE/4 (4.59 ACS. M/L)	NA	NA
7	FED	12204-00	USA WY 127069	BASIN EXPLORATION, INC.	09/09/93	24N	111W	5 6 8 17 18 20	SW/4 SW/4 LOTS 9, 14, 15, 16, E/2 SE/4 W/2 W/2 W/2 W/2 SE/4 NE/4, NE/4 SE/4 W/2 W/2 R-O-W GRANT FOR WYOMING FEDERAL LEASES	NA	NA
8	FED	13362-00	USA WY 61473	RAINBOW RESOURCES, INC.	01/01/78	27N	112W	24	E/2 SW/4, SE/4 NW/4	59	85
9	FED	17031-00	USA WY 59393	KAREN V. MARTIN	07/01/77	27N	112W	24	LOT 3 (AKA NE/4 NW/4)	96	548

JONAH PROSPECT / SUBLETTE COUNTY, WYOMING

#	TYPE LEASE	LEASE NO.	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	Recordation Book	Recordation Page
1	FED	NA	USA WYW-125950	HIGH PLAINS ENERGY COMPANY	01/01/92	29N	108W	28	NW/4 NE/4, SE/4 NE/4, SW/4 NE/4, SE/4 NW/4, NW/4 SE/4, SE/4 SE/4	NA	NA
2	FED	NA	USA WYW-102899	HPC, INC.	08/01/86	29N	108W	27	NW/4 NW/4, NW/4 SW/4	NA	NA

506

EXHIBIT "A"
Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated effective at 12:01 a.m. MT, January 1, 2003, by and between Stone Energy, L.L.C., Assignor, and Stone Energy Corporation, Assignee

PINEDALE PROSPECT / SUBLETTE COUNTY, WYOMING

LN #	TYPE LEASE	LEASE NO.	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	Recordation Book	Recordation Page
1	FED	NA	USA WYW-142261	SNYDER OIL CORPORATION	08/01/97	29N	107W	9	NW/4 NE/4	NA	NA

507

EXHIBIT "B"
Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated effective at 12:01 a.m. MT, January 1, 2003, by and between Stone Energy, L.L.C., Assignor, and Stone Energy Corporation, Assignee

BIRD CANYON PROSPECT / SUBLETTE COUNTY, WYOMING

ST	Well No.	Well Name	Operator Name	Location	Description
WY	WY2842.01	FEDERAL 1-25	STONE ENERGY, L.L.C.	NE/4 NE/4	T27N R112W SEC 25
WY	WY2843.01	FEDERAL 1-31	STONE ENERGY, L.L.C.	SW/4 NE/4	T27N R111W SEC 31
WY	WY2844.01	FEDERAL 2-31	STONE ENERGY, L.L.C.	SE/4	T27N R111W SEC 31
WY	WY2845.01	FEDERAL 3-31	STONE ENERGY, L.L.C.	SW/4 SW/4	T27N R111W SEC 31
WY	WY2846.01	FEDERAL 3-24	STONE ENERGY, L.L.C.	NW/4 NE/4	T27N R111W SEC 24
WY	WY3382.01	FEDERAL 2-24	STONE ENERGY, L.L.C.	SW/4 SW/4	T27N R112W SEC 24
WY	WY3482.01	FIGURE FOUR FEDERAL 13-3	MJW PRODUCING COMPANY	SW/4 SW/4	T27N R112W SEC 24
WY	WY3788.01	STATE Y 41-36	XTO ENERGY INC.	NE/E NE/4	T27N R112W SEC 36

JONAH PROSPECT / SUBLETTE COUNTY, WYOMING

ST	Well No.	Well Name	Operator Name	Location	Description
WY	NA	STUD HORSE BUTTE 2-28	MCMURRY OIL COMPANY / ENCANA	NW/4 NE/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE6-28	MCMURRY OIL COMPANY / ENCANA	SE/4 NW/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE 7-28 (PROPOSED)	MCMURRY OIL COMPANY / ENCANA	SW/4 NE/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE 8-28	MCMURRY OIL COMPANY / ENCANA	SE/4 NE/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE 10-28	MCMURRY OIL COMPANY / ENCANA	NW/4 SE/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE 16-28	MCMURRY OIL COMPANY / ENCANA	SE/4 SE/4	T29N R108W SEC 28
WY	NA	STUD HORSE BUTTE 4-27	MCMURRY OIL COMPANY / ENCANA	NW/4 NW/4	T29N R108W SEC 27
WY	NA	STUD HORSE BUTTE 12-27	MCMURRY OIL COMPANY / ENCANA	NW/4 SW/4	T29N R108W SEC 27

PINEDALE PROSPECT / SUBLETTE COUNTY, WYOMING

ST	Well No.	Well Name	Operator Name	Location	Description
WY	NA	ANTELOPE 2-9	MCMURRY ENERGY COMPANY / SHELL	NW/4 NE/4	T29N R107W SEC 9

508

ASSIGNMENT OF OIL AND GAS LEASES

KNOWN ALL MEN BY THESE PRESENTS, That **WAYNE F. HUBBARD and TRAVIS J. HUBBARD and LORI HUBBARD, husband and wife,** Grantors, in consideration of the sum of Ten and NO/100 ($10.00) Dollars to them in hand paid by **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the William M. Fenn Revocable Trust, dated 12/20/02,** and **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the Laura J. Fenn Revocable Trust, dated 12/20/02,** Grantees, the receipt whereof is hereby confessed and acknowledged, do hereby assign and convey an undivided one-half (1/2) interest to **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the William M. Fenn Revocable Trust, dated 12/20/02,** and an undivided one-half (1/2) interest to **WILLIAM M. FENN and LAURA J. FENN, as Trustees of the Laura J. Fenn Revocable Trust, dated 12/20/02,** their heirs and assigns, forever, all such right, title and interest as Grantors may have or ought to have, in or to all the following described Oil and Gas Leases, dated 8/1/01 and recorded at Book 119 of Oil and Gas, Page 564, and Book 119 of Oil and Gas, Page 567 in the office of the County Clerk, Sublette County, Wyoming, wherein WAYNE F. HUBBARD and TRAVIS J. HUBBARD are named as Lessors and ENERGY WEST SERVICES, LLC, is named as Lessee as the same apply to the mineral interest described as:

All minerals and mineral rights which are owned by Grantors and which are appurtenant to or underlying the real property described as:

Township 33 North, Range 110 West of the 6th P.M., Sublette County, Wyoming:

Section 10: SW1/4SE1/4;

The Grantors' rights under said leases as to the other mineral interests covered under said leases, which are not described herein, are not effected.

THIS SPACE IS INTENIONALLY LEFT BLANK FOR RECORDING

294736

RECORDED Dec. 31 2002 8:55 AM
IN BOOK 123 046 PAGE 509
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

509

DATED this 23 day of Dec, 2002.

Wayne F. Hubbard
WAYNE F. HUBBARD

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing ASSIGNMENT OF OIL AND GAS LEASES was acknowledged before me by WAYNE F. HUBBARD, this 23rd day of December, 2002.

Witness my hand and official seal.

Angie Thompson
NOTARY PUBLIC

My Commission Expires: 11/20/02

DATED this 23 day of December, 2002.

Travis J. Hubbard
TRAVIS J. HUBBARD

Lori Hubbard
LORI HUBBARD

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

The foregoing ASSIGNMENT OF OIL AND GAS LEASES was acknowledged before me by TRAVIS J. HUBBARD and LORI HUBBARD, this 23 day of December, 2002.

Witness my hand and official seal.

Kris A. Cotti
NOTARY PUBLIC

My Commission Expires: 09-22-03

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:	John R. Kvenild, a married man dealing in his sole and separate
Lessee:	Contex Energy Company
Dated:	July 1, 2002
Recorded:	Book 123, Page 263
	In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM
	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/2NE/4
	Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
	Section 11: S/2NW/4, N/2SW/4
	containing 635.67 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 31ST day of October, 2002.

294741

RECORDED Dec. 31 2002 10:15AM
IN BOOK 123 OHG PAGE 511
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

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 31ST day of October, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires January 24, 2005

My Commission Expires 01/24/2005

Notary Public

Elly Barnes
11412 W. Prentice Drive
Littleton, Colorado 80127

Hold Cards To Box

511

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of January 1, 2002 (the "Effective Time"), is from EnCana Oil & Gas (USA) Inc. (formerly AEC Oil & Gas (USA) Inc.), a Delaware corporation, whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202 ("Assignor"), to McMurry Oil Company, a Wyoming corporation, whose address is 950 17th Street, Suite 2600, Denver, Colorado 80202 ("Assignee").

For One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, sells, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

(a) The oil and gas lease specifically described on Exhibit A (the "Lease") and the oil, gas and all other hydrocarbons ("Hydrocarbons") attributable to the Lease and the lands covered thereby (the "Lands").

(b) The oil and gas wells specifically described on Exhibit B (the "Wells") and all personal property, equipment, fixtures, improvements, permits, rights-of-way and easements used in connection with the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lease and Lands described on Exhibit B.

(c) Any unitization, pooling and communitization agreements, declarations and orders, and the units created thereby covering all or any part of the lands described on Exhibit A and all other such agreements relating to the properties and interests described on Exhibits A and B and to the production of Hydrocarbons, if any, attributable to said properties and interests.

(d) All existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, development agreements, balancing agreements, farmout agreements, service agreements and other contracts, agreements and instruments, insofar as they relate to the properties and interests described in paragraphs (a) through (c) above (the "Contracts").

(e) To the extent transferable, engineering, geologic, geophysical and seismic data and licenses pertaining to the Lease, Lands and Wells (the "Data").

(f) Copies of all files, records and data relating to the items described in (a) through (e) above.

(g) All other interests and assets of Seller in any way related to Seller's ownership in and operation of the Lease and Lands as of the Effective Time.

294766

RECORDED Jan 3 2003 8:30 AM
IN BOOK 1230+6 PAGE 512
FEES $ 23.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Smith

1

To have and to hold the Assets with all and singular the rights, privileges, and appurtenances thereto belonging or in any way appertaining unto Assignee, and its successors and assigns, forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

(A) Assignor covenants with Assignee that Assignor, and its successors and assigns, will warrant and defend Assignee, and its successors and assigns, in quiet and peaceable possession of the Interests against the claims of all persons claiming or attempting to claim the whole or any part of the Assets by, through or under Assignor but not otherwise.

(B) Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

(C) This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

(D) The parties shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such instruments and take such other actions as may be necessary or advisable to carry out their intent under this Assignment.

(E) From and after the Effective Time, Assignee shall be entitled to all proceeds received by Assignor relating to the Assets and Assignee shall be liable for all costs and expenses attributable to the Assets for periods from and after the Effective Time. Assignor shall promptly account to Assignee for all proceeds of production relating to the Assets and all reimbursements of expenses paid by Assignee which are received by Assignor after the Effective Time and which are attributable to the Assets for any period from and after the Effective Time. Assignee shall promptly account to Assignor for all proceeds of production relating to the Assets and all reimbursements of expenses previously paid by Assignor which are received by Assignee after the date hereof and which are attributable to the Assets for any period of time prior to the Effective Time.

(F) 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.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date set forth in their respective acknowledgments below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

EnCana Oil & Gas (USA) Inc.

Gary Gardiner, Vice President

ASSIGNEE:

McMurry Oil Company

Gary Gardiner, Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 13th day of ~~August~~ December, 2002, the foregoing instrument was acknowledged before me by Gary Gardiner in his capacity as Vice President of EnCana Oil & Gas (USA) Inc.

Witness my hand and official seal.

Judith B. Sisneros
Notary Public

My commission expires:

JUDITH B. SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Mar. 17, 2004

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 13th day of ~~August~~ December, 2002, the foregoing instrument was acknowledged before me by Gary Gardiner in his capacity as Vice President of McMurry Oil Company.

Witness my hand and official seal.

Judith B. Sisneros
Notary Public

My commission expires:

JUDITH B. SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Mar. 17, 2004

[redacted] [redacted] [redacted]

EXHIBIT A

Lease

LESSOR:	United States of America, Serial No. WYW-125943
LESSEE:	High Plains Energy Company
DATE OF LEASE:	January 1, 1992
RECORDING DATA:	April 26, 1999 in Book 111 O&G, Page 114
DESCRIPTION:	Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S/2S/2 Section 6: Lots 1-5, SE/4SW/4, S/2SE/4 Section 7: Lots 1-4, E/2, E/2W/2 Sublette County, WY

EXHIBIT B

Wells

API#	LEASE NAME	STATUS	LOCATION
49-035-21169	JONAH FEDERAL 1-5	Producing	5-28N-108W NWNW
49-035-21280	JONAH FEDERAL 2-5	Producing	5-28N-108W NWSE
49-035-22119	JONAH FEDERAL 3-5	Producing	5-28N-108W NENW
49-035-22259	JONAH FEDERAL 5-5	Producing	5-28N-108W SWSW
49-035-22220	JONAH FEDERAL 6-5	Producing	5-28N-108W SESW
49-035-22419	JONAH FEDERAL 7-5	Producing	5-28N-108W SWSE
49-035-22135	JONAH FEDERAL 8-5	Producing	5-28N-108W SESE
49-035-22348	JONAH FEDERAL 1-5X	Producing	5-28N-108W NENE
49-035-22912	STUD HORSE BUTTE 17-5	*	5-28N-108W NENE
49-035-22916	STUD HORSE BUTTE 19-5	*	5-28N-108W NENE
49-035-21237	JONAH FEDERAL 1-6	Producing	6-28N-108W SESE
49-035-21888	JONAH FEDERAL 3-6	Producing	6-28N-108W NENW
49-035-22345	JONAH FEDERAL 4-6	Producing	6-28N-108W NWNW
49-035-21866	JONAH FEDERAL 5-6	Producing	6-28N-108W SWSW
49-035-22633	JONAH FEDERAL 6-6	Producing	6-28N-108W SESW
49-035-22117	JONAH FEDERAL 7-6	Producing	6-28N-108W SWNE
49-035-22346	JONAH FEDERAL 8-6	Producing	6-28N-108W SESE
49-035-22349	JONAH FEDERAL 1-6X	Producing	6-28N-108W NENE
49-035-21201	JONAH FEDERAL 1-7	Producing	7-28N-108W NENE
49-035-22344	JONAH FEDERAL 2-7	Producing	7-28N-108W NWNE
49-035-21311	JONAH FEDERAL 3-7	Producing	7-28N-108W NWSW

49-035-22347	JONAH FEDERAL 4-7	Producing	7-28N-108W NWNW
49-035-21694	JONAH FEDERAL 5-7	Producing	7-28N-108W SWNW
49-035-22351	JONAH FEDERAL 6-7	Producing	7-28N-108W SENW
49-035-22051	JONAH FEDERAL 7-7	Producing	7-28N-108W SWNE
49-035-22415	JONAH FEDERAL 8-7	Producing	7-28N-108W SENE
49-035-22423	JONAH FEDERAL 10-7	Producing	7-28N-108W NWSE
49-035-22585	JONAH FEDERAL 11-7	Producing	7-28N-108W NESW
49-035-22357	JONAH FEDERAL 12-7	Producing	7-28N-108W NWSW
49-035-21886	JONAH FEDERAL 13-7	Producing	7-28N-108W SWSW
49-035-22424	JONAH FEDERAL 14-7	*	7-28N-108W SESW
49-035-22118	JONAH FEDERAL 15-7	*	7-28N-108W SWSE
49-035-22208	JONAH FEDERAL 1-7X	Producing	7-28N-108W NENE
49-035-21815	JONAH FEDERAL 3-7X	Producing	7-28N-108W NENW
49-035-22911	JONAH FEDERAL 27-7	*	7-28N-108W NENE
49-035-22931	JONAH FEDERAL 30-7	*	7-28N-108W NENE
49-035-22917	JONAH FEDERAL 32-7	*	7-28N-108W SWNE
49-035-22919	JONAH FEDERAL 39-7	*	7-28N-108W SWNE

* Single asterisk indicates the well is projected to be drilled or is drilling,completing or producing.

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ASSIGNMENT

FOR AND IN CONSIDERATION of the mutual agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned Terri Jo Barron, surviving spouse of Dempsey J. Barron ("Assignor"), does hereby assign, transfer and convey unto The Double J Ranch, LLC, a Delaware limited liability company ("Assignee"), all of her right, title and interest in and to that certain Oil and Gas Lease with an Effective Date of July 16, 1997 by and between Dempsey J. Barron, as Lessor, and High Plains Associates, Inc., as Lessee, a copy of which is attached hereto.

This 4th day of March, 2002.

"Assignor"

Terri Jo Barron

This 4th day of March, 2002.

"Assignee"
Accepted by:

294801

RECORDED Jan 16 2003 11:35AM
IN BOOK 123 Ox6 PAGE 518
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

R. J. Selva
MY COMMISSION # CC832060 EXPIRES
May 2, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

(Print Name)
The Double J Ranch, LLC

TOTAL P.01

State of FLORIDA)
) ss.
County of LEON)

This foregoing instrument was acknowledged before me by TERRI JO BARRON, this 4th day of March, 2002.

Witness my hand and official seal.

R. J. Selva
MY COMMISSION # CC832060 EXPIRES
May 2, 2003
BONDED THRU TROY FAIN INSURANCE INC.

- NOTARY PUBLIC

My Commission Expires: May 2, 2003

R. J. Selva
MY COMMISSION # CC832060 EXPIRES
May 2, 2003
BONDED THRU TROY FAIN INSURANCE INC.

NOV-04-2002 13:25 FATCO 3073674866 P.01

PRODUCERS 88-PAID UP

11070E

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of July 19 97 by and between Dempsey J. Barron whose post office address is Box 83, Daniel, Wyoming 83115 sor (whether one or more) and High Plains Associates, Inc. hereinafter called Lessor, is 1557 Ogden Street, Suite 300, Denver, Colorado 80218 whose post office address 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, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

266580

RECORDED April 3 1998 M
IN BOOK 107 OTG PAGE 324
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

2.00

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 1,280.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, 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 reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. 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 well head price.

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 well head price.

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 Lessor, 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.

Dempsey J. Barron

Dempsey J. Barron

SSN: 267-12-8472

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 19 97 personally appeared Dempsey J. Barron

and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 4/24/2000

BETHANY A. BORIS NOTARY PUBLIC SUBLETTE COUNTY, WY.

Bethany A. Boris
Notary Public.

Address: Pinedale, Wy

STATE OF _____ }
COUNTY OF _____ } ss

ACKNOWLEDGMENT—INDIVIDUAL
(For use in all states)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19 ___ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the 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

CORPORATE
(For use in all states)

On this _____ day of _____, A.D. 19_____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D., 19_____.

My Commission Expires _____

Notary Public.

Address: _____

EXHIBIT "A"

ATTACHED AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED JULY 16, 1997, BETWEEN DEMPSEY J. BARRON, LESSOR, AND HIGH PLAINS ASSOCIATES, INC., LESSEE.

TOWNSHIP 34 NORTH, RAGNE 112 WEST, 6TH P.M.

Section 7: SE/4SE/4
Section 8: E/2SW/4 & SW/4SW/4
Section 13: W/2SE/4, less a 4 acre tract described in Warranty Deed, recorded in Book 14 of Deeds, at Page 543
Section 14: SE/4 & SW/4
Section 23: E/2E/2
Section 24: N/2, N/2SE/4 & E/2SW/4
Section 26: NE/4NE/4

Containing 1236.00 acres, M/L
Sublette County, Wyoming

1. Paragraph 4 shall be amended to add the following:

In the event a well capable of producing gas in paying quantities is shut-in and therefore subject to the payment of shut-in rentals to maintain the lease in lieu of royalty, this lease cannot be maintained for more than five (5) years beyond the shut-in date of the first well capable of producing gas in paying quantities or three (3) years past the primary term, whichever is less. At the end of the lesser term mentioned above, if a well is not producing in quantities sufficient for Lessor to share in royalty payments, then Lessee shall record a Release of Lease in Sublette County and provide a copy to Lessor.

SIGNED FOR IDENTIFICATION

BY: Dempsey Barron
Dempsey J. Barron

BY: Raymond C. Munson
Raymond C. Munson, as agent for
High Plains Associates, Inc.

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:	John Fredlund and Bess Snyder Fredlund, husband and wife
Lessee:	Contex Energy Company
Dated:	April 19, 2002, Effective November 13, 2002
Recorded:	Book 123, Page 350
	In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM
	Section 22: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
	Section 23: SW/4NW/4, W/2SW/4, SE/4SW/4
	Section 25: NW/4NW/4
	Section 26: N/2N/2, SW/4NW/4, NW/4SW/4
	Section 27: NE/4, E/2NW/4, NE/4SE/4
	containing 1080.0 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 1ST day of May, 2002.

294840

RECORDED Jun 7 at 0838:00AM
IN BOOK 123 Of6 PAGE 523
FEES $ 8.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barbara Scott

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 1ST day of May, 2002.

My Commission Expires: January 24, 2005

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 01/24/2005

Elly Barnes
Notary Public

Address: Elly Barnes
11412 W. Prentice Drive
Littleton, CO 80127

75778-010

524

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:	Fred W. Marble, a married man dealing in his sole and separate property
Lessee:	Contex Energy Company
Dated:	April 19, 2002, Effective November 13, 2002
Recorded:	Book 123, Page 353 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH PM Section 22: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Section 23: SW/4NW/4, W/2SW/4, SE/4SW/4 Section 25: NW/4NW/4 Section 26: N/2N/2, SW/4NW/4, NW/4SW/4 Section 27: NE/4, E/2NW/4, NE/4SE/4 containing 1080.0 acres, more or less

Reference is hereby made to said lease, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said lease.

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 17th day of May, 2002.

294841

RECORDED Jun 7 2003 8:00a M
IN BOOK 123 O+G PAGE 524
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 17th day of May, 2002.

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: January 24, 2005

My Commission Expires 01/24/2005

Elly Barnes

Notary Public: Elly Barnes
Address: 11412 W. Prentice Drive
Littleton, CO 80127

[redacted] [redacted] [redacted]

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

294869

RECORDED Jan. 13 2003 9:05 A M
IN BOOK 123 O&G PAGE 525
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of December, 2002, by and between

Louise Carey, heir to the Estate of Hattie Bair, deceased and George Bair, deceased
2600 S.E. Briarwood Drive
Vancouver, WA 98083

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the

County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 5: Lot 4, SW¼NW¼
Section 6: Lot 1, SE¼SE¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 159.49 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal to one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation

shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Louise Carey

Louise Carey, heir to the Estate of Hattie Bair, deceased, and George Bair deceased

SS # [illegible]

INDIVIDUAL NOTARY

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

BEFORE ME, the undersigned authority, on this day personally appeared Louise Carey, heir to the Estate of Hattie Bair, deceased and George Bair, deceased known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 day of December, 2002.

My commission expires:
4-15-06

Notary Public

Notary Public
State of Washington
SUSAN MICHELLE JOHNSON
My Appointment Expires Apr 15, 2006

MyFiles/Forms

LEASE AND EASEMENT

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

The undersigned, Lessor, for and in consideration of the sum of Ten Dollars and other considerations, to the Lessor in hand paid by INFINITY OIL & GAS OF WYOMING, INC., 950 17th Street, Suite 800, Denver, Colorado 80202, hereinafter referred to as Lessee, the receipt and sufficiency of which is hereby acknowledged, does hereby lease unto said Lessee, its successors and assigns, for the purpose of locating, surveying, constructing, entrenching, maintaining, protecting, inspecting and operating a pipeline terminal with appurtenances, including but not limited to valves, metering equipment, dehydration or compression equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called "the facilities") upon, over and through the hereinafter described land, designated by survey heretofore made or hereafter to be made by Lessee, situated in the County of Sublette and State of Wyoming ("Property") and described in Exhibit A attached hereto and made a part of the Lease and Easement.

This Lease and Easement shall be for a term of five (5) years from August 25, 2002, and shall carry with it the right of ingress and egress to and from, and access on and along said land, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the said facilities with either like or different size facilities. During temporary periods Lessee may use such portions of the property along and adjacent to the lands described above as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together will all rights necessary to operate, protect and maintain the facilities over lands hereby leased unto the said Lessee, its successors and assigns, and the Lessee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this lease, and such rights and easements shall be covenants running with the land and be binding upon Lessor, its heirs, legal representatives and successors in title.

Lessor shall not graze cattle inside the fences existing on the date of the agreement that encircles the facilities without (1) erecting additional fences and (2) obtaining the Lessee's written approval.

Lessee agrees to comply with all federal and state laws and regulations covering its activities on the property.

Lessor and Lessee agree to enter into good faith negotiations to extend or renew this Lease and Easement within six (6) months of the expiration of the above noted five (5) year term.

Upon termination of this Lease and Easement agreement, or any extensions or renewals thereof, Lessee shall have a reasonable period of time within which to remove all of its equipment, fixtures, appurtenances or other property located thereon and shall restore the surface to its present contour.

This Lease and Easement is subject to a Letter Agreement of even date herewith between Lessor and Lessee.

Lessee shall have the right to discharge or redeem for Lessor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

This Lease and Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

It is hereby understood that the parties securing this grant in behalf of the Lessee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THIS 12 day of December, 2002.

LESSOR:

CROSS LAZY TWO LAND & LIVESTOCK, INC.

By: Robert L. Thompson

Title: President

294870

RECORDED Jan 13 2003 9:05a M
IN BOOK 123 Oto PAGE 527
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

LESSEE:

INFINITY OIL & GAS OF WYOMING, INC.

By: _____
John S. Long
Title: Land Manager

Exhibit A

Attached to and made a part of that certain Lease and Easement by and between Cross Lazy Two Land & Livestock, Inc, as Lessor and Infinity Oil & gas of Wyoming, Inc. as Lessee.

A tract of land covering approximately 2.3 acres having dimensions of 250 feet by 402 feet, and located in the SW/4NE/4 of Section 1 Township 29 North, Range 114 West, 6th P.M. and a tract of land approximately 400 feet in length and a 45 foot wide working easement to install the pipe and a 15 foot wide easement to maintain the pipe that will run in a westerly direction to the western boundary of the property line that is the North-South centerline of Section 1 Township 29 North, Range 114 West, 6th P.M. Sublette County, Wyoming.

ACKNOWLEDGEMENTS

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 12th day of December, 2002, by Robert V. Thompson as of **Cross Lazy Two Land & Livestock, Inc.**, a corporation.

WITNESS my hand and official seal.

My commission expires:

Nov. 08, 2003

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of December, 2002, by John S. Long as of **Infinity Oil & Gas of Wyoming, Inc.**, a corporation.

WITNESS my hand and official seal.

My commission expires:

Dec. 4, 2004

Notary Public

AGREEMENT FOR EXERCISE OF OPTIONS, ASSIGNMENT OF OIL AND GAS INTERESTS, AND NOTICE OF TERMINATION OF MANAGEMENT AGREEMENTS

THIS AGREEMENT FOR EXERCISE OF OPTIONS, ASSIGNMENT OF OIL AND GAS INTERESTS, AND NOTICE OF TERMINATION OF MANAGEMENT AGREEMENTS (this "Agreement") is entered into as of December 20, 2002, but effective as of December 31, 2002 at 11:59 p.m. (the "Option Effective Date") by and between CABOT OIL & GAS CORPORATION, a Delaware corporation (and successor by merger with Cabot Oil & Gas Production Corporation, a Washington corporation) having offices at 1200 Enclave Parkway, Houston, Texas 77077-1607 ("CABOT"), CABOT OIL & GAS MARKETING CORPORATION, a Delaware corporation having offices at 1200 Enclave Parkway, Houston, Texas 77077-1607 ("COGMC"), NATURAL GAS INVESTMENTS, L.L.C., a Delaware limited liability company having offices at 82 Devonshire Street, R25D, Boston, Massachusetts 02109 ("NGI") and TIGHT SANDS INVESTMENTS, LLC, a Delaware limited liability company having offices at 82 Devonshire Street, R25D, Boston, Massachusetts 02109 ("TSI"). NGI and TSI are collectively referred to herein as the "LLCs".

Recitals

A. CABOT and NGI are parties to two Purchase and Sale Agreements, one dated effective as of September 1, 1995 (EASTERN), and the other dated effective as of November 1, 1995 (WESTERN). CABOT and TSI are parties to a Purchase and Sale Agreement dated effective as of August 1, 1996 (TIGHT SANDS). All three of the Purchase and Sale Agreements with CABOT are collectively referred to as the "Purchase Agreements". Any defined term used in this Agreement but not defined herein shall have the meaning given to such term in the Purchase Agreements.

B. Pursuant to the Purchase Agreements, CABOT assigned the Subject Interests to the respective LLC and reserved a production payment of 100% of the Net Profits for a specific volume of produced Subject Hydrocarbons (the "Production Payments") in three documents each entitled Assignment of Oil and Gas Leases with Reservation of Production Payment (collectively, the "Assignments"). The recording information regarding the Assignments is set forth on *Exhibit C* attached hereto. Each Assignment sets forth the wells and oil and gas leases covered by such Assignment (all of the wells in each of the Assignments being collectively called the "Wells" and all of the leases in each of the Assignments being collectively called the "Leases").

C. Pursuant to three documents entitled Option to Purchase Oil and Gas Interests executed and delivered in connection with the Purchase Agreements, the LLCs granted to CABOT the exclusive and irrevocable option to repurchase all of the LLCs' oil and gas interests in the various applicable Wells (collectively, as amended, the "Options"). Each of the Options sets forth terms under which CABOT can purchase the respective oil and gas interests from the LLCs, including but not limited to the method to determine the price to exercise each Option and the dates during which each Option is effective.

294871

RECORDED Jan 13 2003 9:05A M
IN BOOK 123 Pt6 PAGE 530
FEES $56.00 Mary L Lofton CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

Sublette Co., WY

D. Pursuant to the Purchase Agreements, the LLCs and CABOT entered into three separate Management Agreements for the operation of the Wells associated with the EASTERN, WESTERN and TIGHT SANDS transactions, which are evidenced of record by instruments entitled Memorandum of Management Agreement (collectively, as amended, the "Management Agreements"). The recording information regarding the Management Agreements and the various amendments to the Management Agreements is set forth on *Exhibit D* attached hereto.

E. Pursuant to the Purchase Agreements, the LLCs and COGMC entered into three separate Gas Purchase Agreements, one dated effective September 1, 1995 (EASTERN), one dated effective November 1, 1995 (WESTERN), and the third dated effective August 1, 1996 (TIGHT SANDS) (collectively, as amended, the "Gas Purchase Agreements"), wherein COGMC agreed to purchase all of the gas produced and marketed from the Wells.

F. Pursuant to the Purchase Agreements, the members of NGI entered into two separate Contribution Agreements, one dated effective September 1, 1995 (EASTERN) , and the other dated effective November 1, 1995 (WESTERN), and the members of TSI entered into a Contribution Agreement dated effective August 1, 1996 (TIGHT SANDS) (collectively, as amended, the "Contribution Agreements"), to contribute funds to the respective LLC for the payment of amounts to be paid by such LLC under the transaction contemplated in the respective Purchase Agreement. FMR Corp. guarantied the payment by such members of amounts due pursuant to the Contribution Agreements by three separate Guaranty Agreements, one dated effective September 1, 1995 (EASTERN), one dated effective November 1, 1995 (WESTERN), and the third dated effective August 1, 1996 (TIGHT SANDS) (collectively, as amended, the "FMR Guaranties").

G. NGI and CABOT entered into that certain Assignment of Guaranty Rights dated effective January 1, 1996 (the "State Street Assignment"), wherein NGI assigned to CABOT all of NGI's right, title and interest under (i) the Contribution Agreement, SSB Investments, Inc., Eastern and Western Property Packages dated effective January 1, 1996 with NGI, and (ii) the Guaranty Agreement dated effective January 1, 1996 from State Street Boston Corporation to NGI (collectively, the "State Street Obligations").

H. CABOT desires to exercise the Options, and CABOT and the LLCs desire to terminate the Management Agreements, terminate the Production Payment obligations of the LLCs, terminate the Contribution Agreements, terminate the FMR Guaranties, terminate the State Street Obligations and the State Street Assignment, and, along with COGMC, to terminate the Gas Purchase Agreements, all pursuant to the terms and conditions set forth in this Agreement. In addition, the LLCs desire to convey all of their respective interests in the Wells and Leases to CABOT in accordance with the terms and conditions of this Agreement.

In consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

Agreement

I. **Assignment**

In consideration of a payment from CABOT to the LLCs of the Aggregate Option Price set forth in that certain Letter Agreement executed by CABOT, NGI and TSI concurrently with this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the LLCs hereby GRANTS, BARGAINS, SELLS, TRANSFERS, ASSIGNS and CONVEYS to CABOT, its successors and assigns, as of the Option Effective Date, all of the following interests (collectively, the "Interests"):

1. All of the LLCs' right, title and interest (including but not limited to working interests, royalty interests and overriding royalty interests) in and to the oil and gas leases and mineral interests described in *Exhibit A*, attached hereto and made a part hereof for all purposes, and the wells described in *Exhibit B*, attached hereto and made a part hereof for all purposes (the above described interest in such leases and mineral interests being herein called the "Subject Leases" and the above described interest in such wells being herein called the "Subject Wells"), subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to the Subject Leases and the Subject Wells;

2. All of the LLCs' right, title and interest in and to, or derived from, the following insofar and only insofar as same are attributable to the Subject Leases and the Subject Wells:

(a) All presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders affecting the Subject Leases and the Subject Wells, with respect to the properties covered and the units created thereby (the "Units");

(b) The personal property and fixtures that are appurtenant to the Subject Leases, the Subject Wells and the Units, including all wells, casing, tubing, pumps, separators, tanks, lines and other personal property and oil field equipment on such Subject Leases or Units;

(c) All presently existing and valid gas sales, purchase, production swap, gathering and processing contracts and operating agreements, joint venture agreements, partnership agreements, rights-of-way, easements, permits and surface leases and other contracts, agreements and instruments, only in relevant part to the extent and insofar as the same are appurtenant to the Subject Leases, Subject Wells and interests conveyed in the Units; and

3. Any and all other rights, titles and interests assigned by CABOT to NGI or to TSI pursuant to the Assignments to the extent that same have not heretofore been reconveyed by one of the LLCs to CABOT.

TO HAVE AND TO HOLD the Interests, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto CABOT, it successors and assigns, forever.

The LLCs and CABOT confirm (i) that CABOT has given notice to NGI which is sufficient to satisfy the terms of the notice provisions under the Options, and (ii) that the consideration

delivered and received is in full satisfaction, payment and discharge of the Option Price with respect to the Interests and any and all payments required under the Options for the Interests.

Each of NGI and TSI represent and warrant to CABOT that it has not granted, created or reserved any overriding royalty, net profits interest, carried interest, production payment, reversionary interest or other burden or encumbrance against any of the interests obtained by NGI or TSI pursuant to the Assignments (the "Conveyed Interests"). EXCEPT AS EXPRESSLY PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF TITLE TO THE CONVEYED INTERESTS EXCEPT FOR MATTERS ARISING BY, THROUGH OR UNDER NGI OR TSI, AND NOT RESULTING FROM ACTIONS OF CABOT ACTING IN ITS CAPACITY AS MANAGER, OR COGMC ACTING IN ITS CAPACITY AS GAS PURCHASER.

II. Payment and Closing

1. Option Price. Paragraph 5 of each of the Options sets forth the methodology for the calculation of the Option Price for the Interests and provides that the Option Price is the estimated current fair market value of the respective LLC's interest in the Interests (post-Production Payment tail, net of the Reversion Interest) to be purchased as of the Option Effective Date. The parties agree that the current fair market value of the LLCs' interest in the Interests as of the Option Effective Date is the Aggregate Option Price set forth in the Letter Agreement executed by CABOT, NGI and TSI concurrently with this Agreement.

2. Closing and Assignment. In accordance with Paragraph 7 of the Options, the closing of the purchase of the Interests pursuant to the exercise of the Options shall occur at the offices of CABOT, no later than 90 days from the date of CABOT's notice regarding exercise of the Options (the "Closing"). The parties hereto agree that the Closing shall occur simultaneously with the execution of this Agreement and that execution originals will be delivered by facsimile and by an overnight delivery service. Upon full execution and delivery of a fully executed facsimile copy of this Agreement, CABOT will send a wire transfer in the amount of the Aggregate Option Price to an account designated by the LLCs.

III. Termination of Credit Payment Amount and Production Payment Obligations

CABOT hereby cancels and terminates as of the Option Effective Date, and hereby irrevocably releases the LLCs of any and all liability with respect to, all Credit Payment Amounts and all Production Payments for all periods arising after the Option Effective Date. Notwithstanding the foregoing, CABOT expressly retains, until December 31, 2004, the right to bring claims against the LLCs for Credit Payment Amounts for the period prior to the Option Effective Date, for which the LLCs have not received invoices on or before March 15, 2003.

IV. Termination of Contribution Agreements, FMR Guaranties, and State Street Obligations

CABOT and the LLCs hereby irrevocably terminate and release the Contribution Agreements and the FMR Guaranties for all periods after the Option Effective Date, and CABOT irrevocably releases and discharges FMR Corp. of any and all liability with respect to matters or obligations attributable to the period after the Option Effective Date with respect to the Wells, Leases and any of the transactions or agreements referenced in this Agreement. As of the Option Effective Date, CABOT hereby irrevocably releases and discharges SSB Investments, Inc. and State Street Boston Corporation of any and all liability for the matters or obligations attributable to the period after the Option Effective Date under or in connection with the State Street Obligations, and CABOT and NGI hereby irrevocably terminate and release the State Street Assignment and any and all rights and powers of CABOT under the State Street Assignment for all periods after the Option Effective Date, including but not limited to the limited power of attorney granted to CABOT thereunder.

V. **Termination of Management Agreements, Notice to Third Parties**

As of the Option Effective Date and subject to the terms of this Section V, CABOT and the LLCs hereby terminate the Management Agreements; provided, however, that all obligations of CABOT under the Purchase Agreements and the Management Agreements to maintain insurance which identifies NGI or TSI as an additional insured shall continue through the Option Effective Date, and provided further, that the obligations of CABOT to indemnify, defend and hold harmless either NGI or TSI under Article 5 of the Management Agreements shall survive the termination of the Management Agreements. CABOT hereby acknowledges that its authority as Attorney-in-Fact of either NGI or TSI with respect to the Interests under the respective Management Agreements has been extinguished as of the Option Effective Date. THIRD PARTIES ARE HEREBY GIVEN NOTICE THAT THE MANAGEMENT AGREEMENTS, AS AMENDED, AND THE RIGHTS OF CABOT THEREUNDER, HAVE BEEN TERMINATED EFFECTIVE AS OF THE OPTION EFFECTIVE DATE.

VI. **Termination of Gas Purchase Agreements**

As of the Option Effective Date, COGMC and the LLCs hereby terminate the Gas Purchase Agreements.

VII. **Representations and Covenants**.

1. The rights of the parties under the Purchase Agreements shall survive the Closing, and each party thereunder shall be entitled to enforce all of the remedies and indemnifications to which it is entitled under its respective Purchase Agreement(s), including but not limited to those associated with any failure of any of the Subject Hydrocarbons to satisfy any qualification requirements. CABOT represents and warrants that the Interests are not subject to any preferential right, consent to assignment, or similar limitation on transfer, except to the extent previously disclosed by CABOT to the LLCs pursuant to the Purchase Agreements.

2. Notwithstanding the termination of the Management Agreements, the LLCs shall have the right to audit the books and records of CABOT and/or COGMC during regular hours in a reasonable manner from the effective date of the respective Purchase Agreement until December 31, 2004, with respect to the production and sales of Subject

Hydrocarbons from the Subject Wells and Subject Leases on or prior to the Option Effective Date.

3. On or before March 15, 2003, CABOT, COGMC and the LLCs shall reconcile and pay and/or set off, as appropriate, the outstanding amounts due between them on any and all (i) Credit Payment Amounts which have accrued and are due and owing as of the Option Effective Date, and (ii) overpayments of Credit Payment Amounts with respect to the Subject Hydrocarbons produced prior to the Option Effective Date. The reconciliation of such amounts shall be documented by a written statement signed by the parties, and the resulting net payment after set off shall occur by wire transfer of immediately available funds to the party to whom such net payment is due. The LLCs shall have no obligation to make any payments to CABOT for any amounts due and owing under this Paragraph 3, unless and until CABOT provides the information contemplated in the following Paragraph 4. The obligations contemplated in this Paragraph 3 are deemed to be obligations attributable to the period prior to the Option Effective Date.

4. On or before March 15, 2003, CABOT and/or COGMC shall provide all necessary and appropriate production and federal income tax credit information associated with production from the Subject Wells to KPMG LLP so that KPMG LLP may timely prepare tax returns for the LLCs for calendar year 2002.

5. Except as expressly provided to the contrary in this Agreement, CABOT assumes all obligations, liabilities and responsibilities associated with the Interests attributable to the period on or after the Option Effective Date, including the contractual and regulatory obligations in connection with the Interests, and CABOT hereby agrees to defend, indemnify and hold harmless the LLCs (and their respective successors, assigns, members, officers, managers, employees, representatives, agents and consultants) from and against all claims, demands, actions, obligations, liabilities and expenses (including reasonable attorney, consultant and expert witness fees) of any form or character arising from the obligations and liabilities assumed by CABOT pursuant to this Paragraph 5.

6. Except for the claims specifically and expressly retained in this Agreement, each of CABOT and COGMC hereby releases, discharges and waives any claim and any right to bring any claims it now has or that it may have in the future against either NGI or TSI with respect to the transactions contemplated in the Purchase Agreements, and each of NGI and TSI hereby releases, discharges and waives any claim and any right to bring any claims it now has or that it may have in the future against either CABOT or COGMC with respect to the transactions contemplated in the Purchase Agreements.

7. Each individual executing below represents and warrants (i) that this Agreement has been duly authorized, executed and delivered by the party represented by such individual, (ii) that this Agreement is a legal, valid and binding obligation of such party, and (iii) that such party is in compliance with all applicable laws, rules and regulations governing the conduct of its respective businesses and this transaction.

VIII. **Miscellaneous**.

1. The parties hereto agree to execute and deliver to each other all such other and additional instruments, notices and documents and to do all such other and further acts as may be necessary to more fully effect the intent of the parties contemplated herein.

2. This Agreement and the Letter Agreement executed concurrently with this Agreement set forth the full and complete agreement of the parties hereto with respect to the subject matter hereof, and this Agreement may not be amended except by written document executed by CABOT, COGMC, NGI and TSI.

3. This Agreement is binding upon and shall inure to the benefit of CABOT, COGMC, NGI and TSI, and their respective successors and assigns.

4. This Agreement may be executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Agreement.

5. For the convenience of recording, counterparts of this Agreement which are being recorded may include only those certain portions of Exhibit A and Exhibit B which include descriptions of properties located in the recording jurisdiction in which the particular counterpart is being recorded.

6. Except to the extent the terms hereof are governed mandatorily by the real property laws of the state in which the Interests are located, the validity, effect and construction of this Agreement shall be governed by the laws of the State of Texas, exclusive of the conflict of laws principles thereof.

This Agreement was prepared mutually by the parties. If there are any questions concerning this Agreement, please contact:

Deborah A. Gitomer
Fulbright & Jaworski L.L.P.
1301 McKinney
Houston, Texas 77010

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Attest:

By: _____
Name: Lisa A. Machesney
Title: Corporate Secretary

CABOT OIL & GAS CORPORATION

By: _____
Name: Jeffrey W. Hutton
Title: Vice President

Attest:

By: _____
Name: Lisa A. Machesney
Title: Corporate Secretary

CABOT OIL & GAS MARKETING CORPORATION

By: _____
Name: Henry C. Smyth
Title: Vice President

NATURAL GAS INVESTMENTS, L.L.C.
By its Manager,
Fontenelle, Inc.

By: _____
Name: Gary L. Greenstein
Title: Attorney-in-Fact

TIGHT SANDS INVESTMENTS, LLC
By its Manager,
Fontenelle, Inc.

By: _____
Name: Gary L. Greenstein
Title: Attorney-in-Fact

Acknowledgments

STATE OF TEXAS)
) .ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Jeffrey W. Hutton, as Vice President of Cabot Oil & Gas Corporation, a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires:
9-21-03

Kathryn DeRouen
Notary Public

[seal] KATHRYN DEROUEN
Notary Public
State of Texas
My Commission Expires
September 21,2003

STATE OF TEXAS)
) .ss
HARRIS COUNTY)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Henry C. Smyth, as Vice President of Cabot Oil & Gas Marketing Corporation, a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires:
9-21-03

Kathryn DeRouen
Notary Public

[seal] KATHRYN DEROUEN
Notary Public
State of Texas
My Commission Expires
September 21,2003

COMMONWEALTH OF MASSACHUSETTS)
) .ss
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 20th day of December, 2002, by Gary L. Greenstein, as Attorney-in-Fact of Fontenelle, Inc., a Delaware corporation, in its capacity as Manager of Natural Gas Investments, L.L.C., a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

My commission expires:

3-6-2009

[seal]

Notary Public

Anita MacIntyre, Notary Public
Commonwealth of Massachusetts
My Commission Expires 3/6/2009

COMMONWEALTH OF MASSACHUSETTS)
) .ss
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 20th day of December, 2002, by Gary L. Greenstein, as Attorney-in-Fact of Fontenelle, Inc., a Delaware corporation, in its capacity as Manager of Tight Sands Investments, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

My commission expires:

3-6-2009

[seal]

Notary Public

Anita MacIntyre, Notary Public
Commonwealth of Massachusetts
My Commission Expires 3/6/2009

EXHIBIT A
SCHEDULE OF LEASES

COMPANY 19 CABOT OIL & GAS CORPORATION
ALL XREF CODE S2
XREF NUMBER SEC 29 -
STATE WY WYOMING
COUNTY 035 SUBLETTE

LEASE NUMBER / LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / EXPIRE DTE / RECORDED
49-0000658 USA W-54913 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 14 S/2 DEPTH A: SURFACE TO 8693' DEPTH B: BELOW 8693' & RECORD TITLE	RAINBOW RESOURCES INC WY SUBLETTE 320.000	06/01/1976 05/31/1983 BK 54 PG 375
49-0000659 USA W-54914 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 23 W/2 DEPTH A: SURFACE TO 8693' DEPTH B: BELOW 8693' & RECORD TITLE	RAINBOW RESOURCES INC WY SUBLETTE 320.000	06/01/1976 05/31/1981 BK 54 PG 368
49-0000660 USA W-61473 TRACT 01 BIRD CANYON T 27 N R 112 W 006 PM SEC 23 S/2SE/4 TRACT 02 BIRD CANYON T 27 N R 112 W 006 PM SEC 24 SE/4NW/4, E/2SW/4	RAINBOW RESOURCES INC WY SUBLETTE 80.000 WY SUBLETTE 120.000	01/01/1978 12/31/1982 BK 59 PG 85 BK 59 PG 85

* TOTAL * LEASES 3

540

EXHIBIT "B"
OPTION REPURCHASE WELLS

STATE	COUNTY	PROPERTY NAME	API NUMBER	CABOT PROPERTY NUMBER	INITIAL INTEREST		FINAL INTEREST	
					WI %	NRI %	WI %	NRI %
WY	SUBLETTE	BIRD CANYON 1-23	4903520605	490076001	10.3774	9.0802	8.5938	7.5196
WY	SUBLETTE	BIRD CANYON 3-14	4903520604	490076003	16.6667	14.5833	12.5000	10.9375

541

EXHIBIT C

ASSIGNMENT RECORDING INFORMATION

Effective Date	Transaction	Book / Page - County, State
9-1-95	EASTERN	282 / 1151 – Crawford, PA 198 / 167 – Mercer, PA 39 / 978 – Venango, PA 28 / 208 – Boone, WV 10 / 243 – Wyoming, WV 129 / 290 – Barbour, WV 176 / 314 – Doddridge, WV 17 / 434 – Fayette, WV 1269 / 900 – Harrison, WV 228 / 107 – Jackson, WV 142 / 271 – Kanawha, WV 529 / 702 – Lewis, WV 15 / 229 – Logan, WV 434 / 716 – McDowell, WV 88 / 199 – Mingo, WV 234 / 206 – Pleasants, WV 22 / 107 – Putnam, WV 82 / 581 – Raleigh, WV 22 / 111 – Taylor, WV 33 / 599 – Upshur, WV 27 / 202 – Wayne, WV 948 / 639 – Wood, WV
11-1-95	WESTERN	378 PR / 591 – Lincoln, WY 870 / 1721 – Sweetwater, WY 657 / 663 – Uinta, WY
8-1-96	TIGHT SANDS	1781 / 541 – Clearfield, PA 827 / 231 – Clinton, PA 1092 / 572 – Indiana, PA 413 / 116 – Hemphill, TX 452 / 320 - Buchanan, VA 131 / 129 - Barbour, WV 28 / 338 – Boone, WV 178 / 255 – Doddridge, WV 1279 / 894 – Harrison, WV 146 / 704 – Kanawha, WV 537 / 220 – Lewis, WV 17 / 215 – Marion, WV 439 / 622 – McDowell, WV 98 / 285 – Raleigh, WV 201 / 307 – Wirt, WV 10 / 496 – Wyoming, WV

[redacted] [redacted] [redacted]

387 / 144 – Lincoln, WY
103 / 598 – Sublette, WY
878 / 1728 – Sweetwater, WY
669 / 195 – Uinta, WY

543

EXHIBIT D

MANAGEMENT AGREEMENT RECORDING INFORMATION

I. EASTERN PACKAGE PROPERTIES

Memorandum of Management Agreement dated effective September 1, 1995

State	County	Date Recorded	Recording Information	
Pennsylvania	Crawford	10/10/95	Bk 282	Pg 1139
Pennsylvania	Mercer	10/3/95	Bk 198	Pg 199
Pennsylvania	Venango	9/29/95	Bk 39	Pg 1017
West Virginia	Barbour	10/2/95	Bk 129	Pg 318
West Virginia	Boone	9/29/95	Bk 28	Pg 200
West Virginia	Doddridge	11/21/95	Bk 176	Pg 351
West Virginia	Fayette	10/13/95	Bk 526	Pg 433
West Virginia	Harrison	9/29/95	Bk 1269	Pg 952
West Virginia	Jackson	9/30/95	Bk 228	Pg 134
West Virginia	Kanawha	10/10/95	Bk 2373	Pg 662
West Virginia	Lewis	10/2/95	Bk 529	Pg 733
West Virginia	Logan	9/29/95	Bk 37	Pg 55
West Virginia	McDowell	10/2/95	Bk 434	Pg 742
West Virginia	Mingo	10/2/95	Bk 88	Pg 222
West Virginia	Pleasants	10/2/95	Bk 234	Pg 228
West Virginia	Putnam	10/2/95	Bk 42	Pg 382
West Virginia	Raleigh	10/17/95	Roll 82	Pg 604
West Virginia	Taylor	10/3/95	Bk 49	Pg 253
West Virginia	Upshur	10/4/95	Bk 78	Pg 40
West Virginia	Wayne	10/5/95	Bk 28	Pg 651
West Virginia	Wood	9/29/95	Vol 948	Pg 661
West Virginia	Wyoming	10/2/95	Bk 384	Pg 502

Second Amendment to Memorandum of Management Agreement dated effective September 1, 1997

State	County	Date Recorded	Recording Information	
Pennsylvania	Crawford	10/14/97	Bk 360	Pg 1012
Pennsylvania	Mercer	11/4/97	Bk 247	Pg 1141
Pennsylvania	Venango	10/31/97	Bk 88	Pg 393
West Virginia	Boone	10/7/97	Bk 28	Pg 575
West Virginia	Wyoming	10/7/97	Bk 392	Pg 693

Third Amendment to Memorandum of Management Agreement dated effective May 1, 1999

State	County	Date Recorded	Recording Information	
West Virginia	Fayette	6/28/99	Bk 560	Pg 463
West Virginia	Kanawha	6/28/99	Bk 167	Pg 554
West Virginia	Pleasant	6/28/99	Bk 244	Pg 339
West Virginia	Wood	6/28/99	Bk 999	Pg 726

Fourth Amendment to Memorandum of Management Agreement Dated effective July 1, 1999

State	County	Recording Information	
West Virginia	Barbour	Bk 135	Pg 160
West Virginia	Doddridge	Bk 185	Pg 628
West Virginia	Harrison	Bk 1313	Pg 987
West Virginia	Lewis	Bk 557	Page 671
West Virginia	Taylor	Bk 51	Pg 23
West Virginia	Upshur	Bk 39	Pg 530

II. WESTERN PACKAGE PROPERTIES

Memorandum of Management Agreement dated effective November 1, 1995

State	County	Date Recorded	Recording Information
Wyoming	Lincoln	1/8/96	BK 378 PR / PG 624
Wyoming	Sweetwater	1/9/96	BK 870 / PG 1754
Wyoming	Uinta	12/27/95	BK 657 / PG 696

Second Amendment to Memorandum of Management Agreement dated effective June 1, 1999

State	County	Date Recorded	Recording Information
Wyoming	Lincoln	9/10/99	BK 435 / PG 576
Wyoming	Sweetwater	9/10/99	BK 917 / PG 991

Third Amendment to Memorandum of Management Agreement dated effective November 1, 2000

State	County	Recording Information
Wyoming	Sweetwater	BK 936 / PG 1411

III. TIGHT SANDS PACKAGE PROPERTIES

Memorandum of Management Agreement dated effective August 1, 1996

State	County	Date Recorded	Recording Information	
Pennsylvania	Clearfield	8/19/96	Bk 1781	Pg 565
Pennsylvania	Clinton	8/19/96	Bk 827	Pg 254
Pennsylvania	Indiana	9/3/96	Bk 1092	Pg 563
Texas	Hemphill	8/19/96	Bk 413	Pg 136
Virginia	Buchanan	8/19/96	Bk 452	Pg 343
West Virginia	Barbour	8/19/96	Bk 131	Pg 149
West Virginia	Boone	8/29/96	Bk 213	Pg 322
West Virginia	Doddridge	8/19/96	Bk 178	Pg 275
West Virginia	Harrison	8/19/96	Bk 1279	Pg 883
West Virginia	Kanawha	9/16/96	Bk 242	Pg 556
West Virginia	Lewis	8/19/96	Bk 537	Pg 240
West Virginia	Marion	8/19/96	Bk 934	Pg 1068
West Virginia	McDowell	8/19/96	Bk 439	Pg 643
West Virginia	Raleigh	8/20/96	Bk 98	Pg 305
West Virginia	Wirt	8/19/96	Bk 201	Pg 327
West Virginia	Wyoming	8/19/96	Bk 387	Pg 959
Wyoming	Sweetwater	9/16/96	Bk 878	Pg 1717
Wyoming	Uinta	8/19/96	Bk 669	Pg 215
Wyoming	Sublette	8/20/96	Bk 103	Pg 618 O&G
Wyoming	Lincoln	8/19/96	Bk 387	Pg 164 PR

Second Amendment to Memorandum of Management Agreement dated effective May 1, 1999

State	County	Date Recorded	Recording Information	
Pennsylvania	Clearfield	6/28/99	Instrument (#199910712)	
Pennsylvania	Clinton	6/28/99	Bk 1035	Pg 203
Pennsylvania	Indiana	6/28/99	Bk 1156	Pg 113
West Virginia	Barbour	6/28/99	Bk 135	Pg 91
West Virginia	Raleigh	6/29/99	Bk 5000	Pg 1181
West Virginia	Wirt	6/28/99	Bk 207	Pg 827

Third Amendment to Memorandum of Management Agreement Dated effective July 1, 1999

State	County	Recording Information	
West Virginia	Doddridge	Bk 185	Pg 568
West Virginia	Harrison	Bk 1313	Pg 1119
West Virginia	Lewis	Bk 557	Pg 644
West Virginia	Marion	Bk 957	Pg 99

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, John C. Osmond, 400 South Steele St., No. 55, Denver, Colorado 80209-3536, herein called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign and set over unto Osmond Oil & Gas, LLC, 400 South Steele St., No. 55, Denver, Colorado 80209-3536, hereinafter referred to as "Assignee", One Hundred Percent (100%) of Assignor's overriding royalty interest of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed under the terms of those certain oil and gas leases or any extensions or renewals thereof as set forth in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said overriding royalty interests with all and singular the rights, privileges and appurtenances thereunto or in any belonging to said Assignee herein, its heirs, executors, administrator, personal representatives, successors and assigns forever, subject only to the following terms and provisions:

A. **The Overriding Royalty Interests herein transferred are subject to the terms and provisions of the certain oil and gas leases described in Exhibit "A".**

B. **This Assignment of Overriding Royalty Interests is Effective as of 12:01 AM, MST, January 1, 2003. Assignor shall be entitled to all revenues and proceeds to the assigned overriding royalty interests for production periods prior to the Effective date and time, regardless of the date actually paid; Assignee will be entitled to all revenues and proceeds to the assigned overriding royalty interests for production periods after the Effective date and time, regardless of the date actually paid.**

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest this 2 day of January, 2003, but effective as of 12:01 AM, MST, 1st day of January 2003.

John C. Osmond

John C. Osmond, Assignor

STATE OF COLORADO

COUNTY OF DENVER

294885

RECORDED Jan. 13 2003 2:30 PM
IN BOOK 123046 PAGE 547
FEES $ 11.00 COUNTY CLERK By Cathy Scott
SUBLETTE COUNTY, PINEDALE, WYOMING

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 2003, personally appeared John C. Osmond, known to me to be the identical person who executed the within and foregoing instrument and acknowledged that he executed same as his free and voluntary act and deed as the free and voluntary deed for the use and purposes set forth.

Given under my hand and seal the day and year last above written.

Colette S. Hobson

NOTARY PUBLIC Colette S. Hobson STATE OF COLORADO

My Commission expires _____

My Commission expires May 19, 2005

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated 2nd day of January, 2003, by and between John C. Osmond, as Assignor, and Osmond Oil & Gas, LLC, as Assignee.

JENSEN FEE LEASE

Township 31 North, Range 109 West
Sec. 10: NE/4SE/4, S/2SE/4
Sec. 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4,
Sec. 14: Lots 1, 2, NE/4NW/4
Sec. 15: Lots 1, 2
Including from high water level of New Fork River to median line opposite each lot.
Containing 760 acres more or less.

VIBLE FEE LEASE

Township 31 North, Range 108 West
Sec. 5: Lot 4, SW/4NW/4
Sec. 6: Lots 1, 2, 5, 6, 7, 12, 13, S/2NE/4, SE/4NW/4, NE/4SW/4
Sec. 7: Lots 1, 2, NW/4NE/4
Township 31 North, Range 109 West
Sec. 1: S/2NE/4, SE/4, E/2SW/4, SW/4SW/4
Sec. 11: E/2NE/4
Sec. 12: Lots 1, 2, 3, 4, NW/4NW/4
Township 32 North, Range 108 West
Sec. 32: S/2SW/4
Containing 1,289.99 acres more or less

Both leases are in Sublette County, Wyoming.

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

294886

RECORDED Jan. 13 2003 2:35p M
IN BOOK 123-06 PAGE 549
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Sharon Wheat and Harris Wheat, wife and husband
Box 711 - 1495 10 Mill Road
Dillon, MT 59725

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more

of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Sharon Wheat
Sharon Wheat, wife

x Harris Wheat
Harris Wheat, husband

SS# 517-46-3849
3649

INDIVIDUAL NOTARY

STATE OF MONTANA)
) SS
COUNTY OF Beaverhead

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Wheat and Harris Wheat, wife and husband, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January, 2003.

My commission expires:
9-12-2004

SEAL

Sherry Laye
Notary Public

MyFiles/MyDocuments

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.: Wyoming 06009

Lease Effective Date (Anniversary Date): June 1, 1951

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Ruth R. Ellbogen, Trustee, FBO Ruth R. Ellbogen Trust, U/A dated 8/9/84
   Street P.O. Drawer 3280
   City, State, ZIP Code Casper, WY 82602

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 32 North, Range 114 West, 6th P.M. Section 7: Lots 1, 2, S½NE¼, SE¼ Section 17: All Section 18: E½ Section 20: N½, N½S½ Sublette County, Wyoming containing 1700.76 acres, more or less It is the intent of this instrument to convey all right, title and interest to any and all overriding royalties owned by Ruth R. Ellbogen under this lease.	7/16 of 1%	7/16 of 1%	-0-	Per Record	

294887

RECORDED Jan. 13, 2003 2:35 P M
IN BOOK 203 OF 6 PAGE 551
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 _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

_____

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..

ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Natrona } SS.

On this 30th day of December, 2002, before me, Neysa M. Erickson, a notary public, personally appeared Ruth R. Ellbogen known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC
NEYSA M. ERICKSON
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Sept 5, 2006

Neysa M. Erickson
Notary Public within and for the
State of Wyoming
Residing at c/o P.O. Box 1928, Casper, WY 82602

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 December, 2002

Name of Assignor as shown on current lease Ruth R. Ellbogen
(Please type or print)

Assignor Ruth R. Ellbogen
or (Signature)
Attorney-in-fact _____
(Signature)

P.O. Drawer 3280
(Assignor's Address)
Casper, WY 82602
(City) (State) (Zip Code)

Executed this 30th day of December, 2002

Ruth R. Ellbogen, Trustee, FBO Ruth R. Ellbogen Trust, U/A 8/9/84

Assignee Ruth R. Ellbogen, Trustee
or (Signature)
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (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.

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

ORIGINAL COPY

Producers 88(DOP)2/00

OIL AND GAS LEASE

294991

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Dan Walker and Shirley Walker, husband and wife
20 Cherry Hill Lane
North Fork ID 83466

RECORDED Jan. 15 2003 12:05PM
IN BOOK 123 OG PAGE 553
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisto

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development

or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Dan Walker
Dan Walker, husband

x Shirley Walker
Shirley Walker, wife

SS# 516 36 3029

INDIVIDUAL NOTARY

STATE OF IDAHO)
) SS
COUNTY OF Lemhi

BEFORE ME, the undersigned authority, on this day personally appeared Dan Walker and Shirley Walker, husband and wife, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, 2003.

My commission expires:

3/10/03

PAM SETTLES NOTARY PUBLIC STATE OF IDAHO

Notary Public

MyFiles/MyDocuments

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL BY THESE PRESENTS:

THAT Yvonneda M. Martin, with an address of 1790 Diamond Hitch, Jackson, Wyoming 83001 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, 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 leases, and any segregations, extensions or renewals thereto, described in Exhibit "A" attached hereto and made a part hereof, unto Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust, dated December 22, 2000, with an address of 1790 Diamond Hitch, Wyoming 83001 (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 the real property records of Sublette County, Wyoming .

IN WITNESS WHEREOF, this assignment is executed this 30 day of December 2002, to be effective as between the parties as of November 1, 2002.

Yvonneda M. Martin
Yvonneda M. Martin.

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 30th day of December 2002, by Yvonneda M. Martin.

My commission expires:

Witness my hand and official seal.

Lauren Smithers
Notary Public

295028
RECORDED Jan. 17 2003 11:50 AM
IN BOOK 123 046 PAGE 555
FEES $ 269.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

LAUREN SMITHERS - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Aug. 26, 2006

EXHIBIT "A"

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Recorded Book - Page	Lessor	Lease Date	Legal Description
88-361	USA WYW-125943	12/18/91	T28N R108W Sec 5: Lots 1-4, S2S2 Sec 6: Lots 1-4, SESW, S2SE Sec 7: Lots 1-4, E2, E2W2 Sec 18: Lots 1-4, E2, E2W2
88-363	USA WYW-125944	12/18/91	T28N R108W Sec 8: All T29N R108W Sec 32: All Sec 33: All
88-365	USA WYW-125945	12/18/91	T28N R108W Sec 15: All Sec 20: All Sec 21: All Sec 22: S2
88-367	USA WYW-125946	12/18/91	T28N R108W Sec 23: All
88-369	USA WYW-125947	12/18/91	T28N R108W Sec 26: All Sec 27: All Sec 28: All
88-371	USA WYW-125948	12/18/91	T29N R108W Sec 20: All
88-373	USA WYW-125949	12/18/91	T29N R108W Sec 19: Lots 1-4, E2W2, E2 Sec 30: Lots 1-4, E2W2, E2 Sec 31: Lots 1-4, E2W2, E2
105-574	USA WYW-125950	12/13/91	T29N R108W Sec 28: All
88-379	USA WYW-125952	12/13/91	T29N R109W Sec 13: All Sec 14: All Sec 23: All Sec 24: All
88-381	USA WYW-125953	12/13/91	T29N R109W Sec 15: W2 Sec 22: All
88-383	USA WYW-125954	12/13/91	T29N R109W Sec 25: All

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88-452	USA WYW-126100	12/13/91	T29N R108W Sec 7: All T29N R109W Sec 1: All Sec 9: All Sec 10: All Sec 12: W2
88-456	USA WYW-126474	2/26/92	T27N R108W Sec 17: SW Sec 18: Lots 1-4, E2W2 Sec 19: Lots 1-4, E2W2, NE Sec 20: NE, S2
88-455	USA WYW-126473	2/26/92	T27N R108W Sec 4: Lots 1-4, S2N2, S2
	USA W-5627-B	4/28/67	T28N R108W Sec 9: All
81-86	USA W-57521	1/25/77	T28N R108W Sec 3: Lots 1-4, S2S2 Sec 4: Lots 1-4, S2S2 Sec 10: All
79-337	USA WYW-100902	7/21/86	T29N R108W Sec 34: All Sec 35: All
79-337	USA WYW-102899	7/21/86	T29N R108W Sec 27: All
	USA WYW-138524	3/4/96	T29N R109W Sec 6: Lots 3,4,5, SE Sec 8: NW, SE
88-403	USA WYW-107206	9/29/87	T28N R108W Sec 13: All Sec 24: All
115-88	USA W-100901	9/29/87	T28N R108W Sec 14: N2, N2SW, SESW, SE
84-590	USA WYW-118151	11/3/89	T28N R108W Sec 1: Lots 1-4, S2S2
84-585	USA WYW-118152	11/3/89	T28N R108W Sec 31: Lots 1-4, E2W2, E2

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84-580	USA WYW-118153	11/3/89	T28N R108W Sec 25: All Sec 34: All Sec 35: All
84-574	USA WYW-118154	11/3/89	T29N R108W Sec 9: All Sec 17: All
84-568	USA WYW-118163	11/6/89	T29N R109W Sec 20: All Sec 21: All Sec 28: All
84-562	USA WYW-118164	11/6/89	T29N R109W Sec 26: All Sec 27: All
88-471	USA WYW-126676	4/20/92	T29N R107W Sec 33: SE, W2, N2NE
88-470	USA WYW-126677	4/20/92	T29N R108W Sec 13: S2NW, SW, W2SE, SESE
88-732	USA WYW-127189	7/1/92	T27N R107W Sec 5: Lots 1-4, S2N2, S2
88-738	USA WYW-127191	7/1/92	T28N R107W Sec 18: Lots 1-4, E2W2, E2
88-741	USA WYW-127192	6/30/92	T29N R107W Sec 19: Lots 1-4, E2W2, E2 Sec 20: NW, N2SW, SESW Sec 28: S2 Sec 29: All
88-744	USA WYW-127193	6/30/92	T29N R107W Sec 33: S2NE
88-717	USA WYW-120908	8/1/90	T29N R107W Sec 17: All Sec 20: E2 Sec 28: N2
92-198	USA WYW-127749	10/16/92	T29N R108W Sec 15: All Sec 22: All Sec 26: All
92-200	USA WYW-127853	11/4/92	T27N R107W Sec 6: Lots 1-7, S2NE, SENW, E2SW, SE T27N R108W Sec 1: Lots 1-4, S2N2, S2 Sec 12: All

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92-202	USA WYW-127854	11/4/92	T27N R107W Sec 19: Lots 1-4, E2W2, E2 Sec 20: All Sec 21: All
92-12	USA WYW-128703	2/26/93	T29N R108W Sec 10: All Sec 14: SE, N2, N2SW
93-321	USA WYW-130232	8/27/93	T28N R109W Sec 11: All
111-73	USA WYW-122309	11/1/90	T28N R108W Sec 32: All
92-407	USA WYW-128039	12/22/92	T28N R109W Sec 10: All Sec 14: All
94-461	USA WYW-130730	11/1/93	T28N R109W Sec 2: Lots 1-4, S2S2 Sec 3: Lots 1-4, S2S2 T29N R109W Sec 34: S2, N2NW
96-295	USA WYW-127856	11/4/92	T28N R107W Sec 23: W2W2, E2SE Sec 26: E2NE
96-554	USA WYW-114848	1/25/89	T27N R109W Sec 11: NWNE, W2 Sec 23: W2W2
115-84	USA WYW-115608	3/21/89	T27N R108W Sec 6: Lots 1-7, SENW, SE, S2NE, E2SW
97-459	USA WYS-133071	8/1/94	T28N R109W Sec 4: Lot 1, SWSE Sec 9: NW, SE
97-460	USA WYW-133072	8/1/94	T29N R109W Sec 2: SE
97-461	USA WYW-133073	8/1/94	T29N R109W Sec 34: S2NW
	USA WYW-134684	4/20/92	T29N R107W Sec 32: All

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105-549	USA WYW-102717	11/18/86	T29N R107W Sec 30: Lots 3,4, E2SW, NE Sec 31: Lots 3,4, E2SW, NE
	USA WYW-118162	11/6/89	T29N R109W Sec 3: SE Sec 7: Lots 1,2, SE, E2NW Sec 11: NW,SE Sec 17: NW, SE
111-78	USA WYW-124622	7/1/91	T29N R109W Sec 3: Lots 3,4, S2NW Sec 4: Lots 3,4, S2NW, SE Sec 5: Lots 3,4, S2NW, SE T30N R109W Sec 33: S2SE
111-83	USA WYW-127204	7/9/92	T28N R109W Sec 4: Lot 2, SESE
81-454	USA WYW-111556	6/1/88	T29N R107W Sec 20: SWSW
94-461	USA WYW-141883	11/1/93	T28N R109W Sec 12: All Sec 13: All
88-371	USA WYW-141878	12/18/91	T29N R108W Sec 18: Lots 1-4, E2, E2W2
105-566	USA WYW-141879	12/18/91	T29N R108W Sec 29: All
88-452	USA WYW-141880	12/31/91	T29N R108W Sec 6: All
92-407	USA WYW-141881	12/22/92	T28N R109W Sec 24: All Sec 25: All
97-461	USA WYW-141884	8/1/94	T29N R109 Sec 19: Lot 2, NENW, NESE, SWSE
88-403	USA WYW-141885	3/4/96	T29N R109W Sec 18: Lots 1,2, SE, E2NW
93-321	USA WYW-141882	8/27/93	T28N R109W Sec 1: Lots 1,2, S2SE
115-88	USA WYW-141998	10/1/87	T28N R108W Sec 12: All

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88-369	USA WYW-142000	12/18/91	T28N R108W Sec 29: All
84-580	USA WYW-141999	11/3/89	T28N R108W Sec 33: All
92-198	USA WYW-141756	11/1/92	T29N R108W Sec 25: All
88-470	USA WYW-144998	4/20/92	T29N R108W Sec 3: SWNW, SW, SWSE Sec 11: SWNW, SW, SWSE
81-86	USA WYW-147792	1/22/77	T28N R108W Sec 2: Lots 1-4, S2S2 Sec 11: All
88-455	USA WYW-147795	2/26/92	T27N R108W Sec 5: Lots 1-4, S2, S2N2 Sec 8: All
88-738	USA WYW-147797	7/1/92	T28N R107W Sec 5: S2 Sec 17: All Sec 33: SW
92-200	USA WYW-147798	11/4/92	T27N R107W Sec 7: Lots 1-4, E2W2
12-144	USA WYW-015314	6/1/52	T30N R108W Sec 8: S2 Sec 9: S2 Sec 10: S2, NE Sec 14: SW Sec 15: All Sec 17: N2 Sec 22: NE Sec 23: NW
12-179	USA WYW-015316	6/1/52	T30N R108W Sec 3: SW Sec 4: Lots 3,4, S2NW, S2, NE Sec 9: N2 Sec 10: NW T31N R108W Sec 29: E2 Sec 32: E2 Sec 33: W2

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12-43	USA WYW-016161	7/1/52	T30N R108W Sec 11: E2E2 Sec 12: All Sec 13: All Sec 14: NENW, S2NW, NE, N2SE, SESE Sec 24: All
12-36	USA WYW-016162	6/1/52	T30N R108W Sec 1: Lots 2,3,4, SWNE, S2NW, S2 Sec 2: All Sec 3: Lots 1-4, S2N2, N2SE, SESE Sec 11: W2, W2E2 Sec 27: E2, E2W2
12-226	USA WYW-018039	10/1/52	T30N R108W Sec 3: SWSE Sec 14: NWNW, SWSE Sec 17: SESE Sec 18: NENE Sec 22: NESW Sec 23: SWNE T31N R108W Sec 33: NWNE, SWSE
12-251	USA WYW-026025	4/1/50	T31N R109W Sec 14: SW, S2NW Sec 15: Lots 7,8, E2SW, SE Sec 22: NW, E2 Sec 23: All Sec 24: W2SW Sec 26: All Sec 27: E2NE Sec 35: N2NE
12-151	USA WYW-026026	4/1/50	T31N R109W Sec 11: Lot 1 (28.93 acres) Sec 12: Lot 5; All of the bed of the New Fork River between mean hight water and medial lines thereof in front of and appurtenant to Lots 5,6,7 of Section 12, and Lots 7 and 8 of Section 15, containing 121.95 acres, more or less. T31N R109W Sec 12: Lot 9 (22.02 acres) together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11, and Lots 8,9,10 of Section 12.

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12-113	USA WYW-06269	6/1/51	T31N R109W Sec 13: All Sec 14: E2 Sec 24: N2, SE, E2SW Sec 25: All Sec 35: W2, S2NE
12-106	USA WYW-06270	6/1/51	T31N R109W Sec 1: Lots, 1-4, S2NW, NWSW Sec 2: Lots 1-4, S2N2, S2 Sec 3: Lots 1-4, S2N2, S2 Sec 9: S2SE Sec 10: W2, NE, NWSE Sec 11: N2NW Sec 12: Lots 6,7,8 and 10(36.86 acres), SESW, S2SE, NESE
12-127	USA WYW-06286	6/1/51	T32N R109W Sec 27: S2, NW Sec 28: E2 Sec 33: E2 Sec 34: All Sec 35: All
97-519	USA WYW-131987	3/2/94	T30N R107W Sec 15: NE, SW Sec 22: NE, SW Sec 27: NE, SW
97-458	USA WYW-133052	8/1/94	T20N R107W Sec 17: SW Sec 28: NE, SW Sec 34: SW
88-717	USA WYW-141753 (segregated out of USA WYW-120908)	7/1/90	T29N R107W Sec 10: S2 Sec 15: All Sec 21: All Sec 22: All Sec 23: All Sec 27: All
11-231	USA WYW-144994 (segregated out of USA WYW-6933)	7/1/51	T30N R108W Sec 5: Lots 1-4, S2N2, S2 Sec 8: N2 T31N R108W Sec 30: E2 Sec 32: W2

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11-238	USA WYW-144996 (segregated out of USA WYW-6934)	7/1/51	T30N R108W Sec 6: Lots 1(38.71), 2(39.13), S2NE T31N R108W [redacted] Sec 29: W2 Sec 31: E2
97-457	USA WYW-150655 (segregated out of USA WYW-133051)	7/12/94	T29N R107W Sec 4: Lots 1,2, S2NE, SW Sec 5: Lots 1,2, S2NE, SW Sec 6: Lots 1,2,6, SWNE, SW Sec 10: SWNW T30N R107W Sec 33: NE, SW
12-151	USA WYW-144993 (segregated out of USA WYW-6283)	6/1/51	T31N R108W Sec 19: Lots 3,4, E2SW Sec 30: Lots 1-4, E2W2 Sec 31: Lots 1-4, E2W2
88-744	USA WYW-141755	7/1/92	T29N R107W Sec 34: W2SW
97-521	USA WYW-118148	11/8/89	T30N R107W Sec 20: E2NE Sec 29: NE, SW Sec 30: E2NE Sec 31: Lots 3,4, E2SW, NE Sec 32: NE, SW Sec 33: W2NW
115-15	USA WYW-124073	4/22/91	T30N R109W Sec 1: Lots 3,4, S2NW, SE Sec 2: Lots 3,4, S2NW, SE T31N R109W Sec 28: NE, N2SE, SESE Sec 35: SE
114-724	USA WYW-128704	2/26/93	T31N R109W Sec 28: Lots 1,2,3, M&b bed of New Fork River Ripar, M&B to Lots 1,2,3 Sec 29: M&B bed of New Fork River Ripar, M&B to Lots 3,4,7

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114-717	USA WYW-116264	5/4/89	T32N R109W Sec 7: Lots 3,4,9 and 10 T32N R110W Sec 1: Lots 1-4, S2 Sec 12: All Sec 13: All Sec 24: E2, E2W2
115-9	USA WYW-116265	5/4/89	T32N R109W Sec 25: All Sec 26: All Sec 27: NE Sec 29: W2
115-1	USA WYW-118165	11/8/89	T31N R109W Sec 4: Lots 3,4, S2NW, SW Sec 5: Lots 1,2, S2NE, SE Sec 9: W2 T32N R109W Sec 28: W2 Sec 29: E2 Sec 32: All Sec 33: W2
	USA WYW-137342	8/21/95	T29N R107W Sec 1: Lots 1-4, S2N2, S2 Sec 2: Lots 1-4, S2N2, S2 Sec 3: Lots 1,2, S2NE, SE Sec 10: NE, SENW
88-470	USA WYW-141754 (segregated out of USA WYW-126677)	4/20/92	T30N R108W Sec 33: SWNW, SW, SWSE
	USA WYW-142261	8/1/97	T29N R107W Sec 7: N2NE Sec 8: NW Sec 9: N2N2 Sec 10: N2NW
12-151	USA WYW-06283	4/25/51	T30N R108W Sec 6: W2 (being Lots 3-7, E2SW, SENW) Sec 7: NW (being Lots 1,2, E2NW) T31N R108W Sec 19: Lots 1,2, E2NW

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective November 1, 2002, by and between , Yvonneda M. Martin, as Assignor and Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust, dated Dec. 22, 2000, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Legal Description
12-205	USA WYW-016155	7/1/52	T30N R107W Sec 7: W2SE Sec 18: All Sec 19: All Sec 20: W2, W2E2, E2SE Sec 30: Lots 1-4, E2W2, W2NE
12-29	W-016158	7/1/52	T30N R107W Sec 7: Lots 1-4, E2W2 T30N R108W Sec 25: All Sec 26: All Sec 34: NE, N2SE, N2NW Sec 35: N2, N2S2, S2SE
12-200	W-06934	7/1/51	T30N R108W Sec 6: SE Sec 7: Lots 3,4, E2SW, SE T30N R109W Sec 11: SE Sec 12: S2
12-231	W-06933	7/1/51	T31N R108W Sec 17: SW Sec 18: E2 Sec 20: W2 T30N R108W Sec 7: NE

* The interests conveyed herein are subject to the following Federal Units:

Corona Unit dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N R109W-S2S2 Section 33; T29N R108W-All of Sections 7, 18, 19, 30, 31; T29N R109W-All of Sections 1-17, 20-28, 34-36; and T28N R109W-All of Sections 2,3,4,9,10,11,14.
Cabrito Unit dated September 25, 1996, Serial No. WYW-138889X, covers T39N R107W-All of Sections 17, 18, 19, 20, 28-30, 31-33; and T29N R108W-Sections 13, 24, 25
Scarlet Unit dated September 2, 1998, Serial No. WYW-145305X, covers T27N R108W-All of Sections 5-9, 16-21, 29-32; T28N R108W-All of Section 31 & 32; T27N R109W-All of Sections 1-4, 9-16, 22-26, 36; and T28N R109W-All of Sections 34-36.
Warbonnet Unit dated 10/6/97, Serial No. WYW-142501X, covers: T30N R108W-S2 & NW Section 6, S2 Section 8, S2 Section 16, All of Section 7, 17-23, 26-38, W2NWNW Section 25; and T30N R109W-All of Section 11-14, 23-26, 35-36.

STATEMENT OF ASSIGNEES TO ACCOMPANY
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
IN UNITED STATES OF AMERICA

OIL AND GAS LEASE NOS. USA WYW-125943; USA WYW-125944; USA WYW-125945; USA WYW-125946; USA WYW-125947; USA WYW-125948; USA WYW-125949; USA WYW-125950; USA WYW-125952; USA WYW-125953; USA WYW-125954; USA WYW-126100; USA WYW-126474; USA WYW-126473; W-5627-B; W-57521; USA WYW-100902; USA WYW-102899; USA WYW-138524; USA WYW-107206; USA WYW-100901; USA WYW-118151; USA WYW-118152; USA WYW-118153; USA WYW-118154; USA WYW-118163; USA WYW-118164; USA WYW-126676; USA WYW-126677; USA WYW-127189; USA WYW-127191; USA WYW-127192; USA WYW-127193; USA WYW120908; USA WYW-127749; USA WYW-127853; USA WYW-127854; USA WYW-128703; USA WYW-130232; USA WYW-122309; USA WYW-128039; USA WYW-130730; USA WYW-127856; USA WYW-114848; USA WYW-115608; USA WYW-133071; USA WYW-133072; USA WYW-133073; USA WYW-134684; USA WYW-102717; USA WYW-118162; USA WYW-124622; USA WYW-127204; USA WYW-111556; USA WYW-141883; USA WYW-141878; USA WYW-141879; USA WYW-141880; USA WYW141881; USA WYW-141884; USA WYW-141885; USA WYW-141882; USA WYW-141998; USA WYW-142000; USA WYW-141999; USA WYW-141756; USA WYW-144998; USA WYW-147792; USA WYW-147795; USA WYW-147797; USA WYW-147798; USA WYW-015314; USA WYW-015316; USA WYW-016161; USA WYW-016162; USA WYW-018039; USA WYW-026025; USA WYW-026026; USA WYW-06269; USA WYW-06270; USA WYW-06286; USA WYW-131987; USA WYW-133052; USA WYW-141753; USA WYW-144994; USA WYW-144996; USA WYW-150655; USA WYW-144993; USA WYW-141755; USA WYW-118148; USA WYW-124073; USA WYW-128704; USA WYW-116264; USA WYW-116265; USA WYW-118165; USA WYW-137342; USA WYW-141754; USA WYW-142261; USA WYW-06283; USA WYW-016155; USA WYW-016158; W-06934; W-06933

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 30th day of December, 2002.

Assignee's Address

By: Yvonneda M. Martin
Yvonneda M. Martin, Trustee
of the Vonnie M. Martin Living Trust
dated Dec. 22, 2000
1790 Diamond Hitch
Jackson, Wyoming 83001

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 30th day of December 2002 by Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust, dated Dec. 22, 2000, as Assignee.

My Commission Expires 8/26/06

Lauren Smithurs
Notary Public
Name: Lauren Smithurs
Address P.O. Box 548
Jackson, WY 83001

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL BY THESE PRESENTS:

THAT Yvonneda M. Martin, with an address of 1790 Diamond Hitch, Jackson, Wyoming 83001 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, 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 Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust, dated Dec. 22, 2000 (hereinafter referred to as "Assignee") with an address of 1790 Diamond Hitch, Jackson, Wyoming 83001.

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 other matters of record reflected in the real property records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this assignment is executed this 31st day of December, 2002, to be effective as between the parties as of November 1, 2002.

295029
RECORDED Jan 03 11:50 AM
IN BOOK 123 OR6 PAGE 569
FEES $ 16.00 M L CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Yvonneda M. Martin
Yvonneda M. Martin.

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 30th day of December 2002, by Yvonneda M. Martin.

My commission expires:
Witness my hand and official seal.

Lauren Smithers
Notary Public

J:\ROSAS\Vonnie Martin\Assignment ORI-Fee

LAUREN SMITHERS - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Aug. 26, 2006

Exhibit A

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective November 1, 2002, by and between, Yvonneda M. Martin, as Assignor and Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust, dated Dec. 22, 2000, as Assignee.

Lease No.	Lessor	Lease Date	Legal Description	Book-Page
WY-010-00250-00	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	8/20/98	T27N R107W Sec 8: NWSW	108-674
WY-010-00251-01	Mary Ann Arambel, et al., as Successor Trustees of the Joseph A. Arambel Revocable Trust under Trust Agreement dated January 1, 1996	8/21/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-665
WY-010-00251-02	Mary L. Arambel, Trustee of the Mary L. Arambel Revocable Trust dated May 12, 1993	8/20/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-676
WY-010-00251-03	Lois T. Zebre and John A. Zebre, wife and husband	8/21/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-661
WY-010-00251-04	Lois T. Zebre as Trustee of the Michael B. Arambel Trust	8/21/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-659
WY-010-00251-05	Karl B. Kurtz, sole Trustee of the Isabell B. Kurtz September 8, 1983 Family Trust	8/26/98	T27N 4106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-663
WY-010-00251-06	Christian Bunning and Margaret F. Bunning, husband and wife	8/19/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-669
WY-010-00251-07	Robert Bunning and Mary D. Bunning, husband and wife	8/26/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-667
WY-010-00251-08	Esther G. Cheesman, f.k.a. Esther G. Bunning, individually and as Trustee of the John T. Bunning Jr. Family Trust under trust agreement dated October 17th, 1979	8/18/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	108-671

Lease No.	Lessor	Lease Date	Legal Description	Book-Page
WY-010-00251-09	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	10/15/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNSW,S2NW, NWSE	108-560
WY-010-00251-10	Ann Marie Gaviotis, a widow	10/27/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	109-562
WY-010-00251-11	Rosemary Abriani and Felix G. Abriani, wife and husband	10/27/98	T27N R106W Sec 27: SWSW Sec 28: NWSE Sec 34: NWNW,S2NW, NWSE	109-564
WY-93-00554	State of Wyoming	12/2/93	T28N R109W Sec 36: All	96-5
WY-92-00198	State of Wyoming	4/2/92	T30N R108W Sec 36: All	88-447
WY-94-00148	State of Wyoming	4/2/94	T29N R107W Sec 16: All	96-426
WY-92-00196	State of Wyoming	4/2/92	T29N R108W Sec 16: All	88-445
WY-92-00199	State of Wyoming	4/2/92	T29N R109W Sec 36: All	88-448
WY-92-00412	State of Wyoming	12/1/92	T28N R108W Sec 36: All	91-363
WY-93-00109	State of Wyoming	3/1/93	T29N R109W Sec 16: All	92-273
WY-90-00365	State of Wyoming	6/2/90	T29N R108W Sec 36: All	92-7

572

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about September 16, 2002, at a location 662 feet FSL and 1995 feet FEL (SWSE) of Section 35, Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 16, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295035

RECORDED Jan. 17 2003 2:40 PM
IN BOOK 123 0+6 PAGE 572
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 15-35.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

574

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about August 1, 2002, at a location 2157 feet FNL and 841 feet FWL (SWNW) of Section 35, Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 6, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295036

RECORDED Jan. 17 2003 2:40PM
IN BOOK 123046 PAGE 574
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soh

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 5-35.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

576

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about July 15, 2002, at a location 966 feet FNL and 751 feet FWL (NWNW) of Section 35, Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about October 14, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295037

RECORDED Jan. 17 2003 2:40p
IN BOOK 1230+G PAGE 576
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 4-35.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

578

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about September 18, 2001, at a location 182 feet FNL and 691 feet FEL (SENE) of Section 28 (surface) and 1939 feet FNL and 697 feet FEL (SENE) of Section 28 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about August 31, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: _____
Judith A. Raisley
Assistant Secretary

BY: _____
Pamela S. Kalstrom
Assistant Vice President

295038

RECORDED Jan. 17 AD 03 2:40p
IN BOOK 123 OR6 PAGE 578
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

_____
NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 8-28.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about October 5, 2001, at a location 1999 feet FNL and 2040 feet FEL (SWNE) of Section 28, Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about September 5, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295039

RECORDED Jan 17 2003 02:40p
IN BOOK 123 OAB PAGE 580
FEES 11.00
SUBLETTE COUNTY CLERK
By Cathy Scott

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 7-28.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about May 24, 2001, at a location 182 feet FNL and 691 feet FEL (NENE) of Section 28 (surface) and 683 feet FNL and 2043 feet FEL (NENE) of Section 28 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 3, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY: Pamela S. Kalstrom
Pamela S. Kalstrom
Assistant Vice President

295040

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

RECORDED Jan 17 2003 2:40p
IN BOOK 123 OR6 PAGE 582
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY CLERK PINEDALE, WYOMING
By Cathy Sater

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 2-28D.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about July 22, 2002, at a location 182 feet FNL and 721 feet FEL (NENE) of Section 28 (surface) and 660 feet FNL and 660 feet FEL (NENE) of Section 28 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 14, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295041

RECORDED Jan. 17 2003 2:40p
IN BOOK 123 MG PAGE 584
FEES $ 11.00
SUBLETTE COUNTY CLERK WYOMING
By Cathy Euston

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\AE Prod\Mesa 1-28D.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

586

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about July 13, 2002, at a location 2137 feet FNL and 1652 feet FWL (SENW) of Section 27 (surface) and 1980 feet FNL and 1980 feet FWL (SENW) of Section 27 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about October 7, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

By: Judith A. Parsley
Judith A. Parsley
Assistant Secretary

BY: Pamela S. Kalstrom
Pamela S. Kalstrom
Assistant Vice President

295042

Apr 17 2003 2:40p
BOOK 123 046 PAGE 586
11.00 Mary L. Noble CLERK
By Cathy Seaton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 6-27-D.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about May 6, 2002, at a location 2134 feet FNL and 1642 feet FWL (SENW) of Section 27 (surface) and 2082 feet FNL and 646 feet FWL (SWNW) of Section 27 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about October 26, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295043

Jan. 17 03 2:40p
IN BOOK 1230+6 PAGE 588
FEE $ 11.00 COUNTY CLERK
By Cathy Foster

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 5-27D.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

590

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about August 28, 2002, at a location 535 feet FNL and 606 feet FWL (NWNW) of Section 27, Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 16, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A Paisley
Judith A. Paisley
Assistant Secretary

BY: Pamela S. Kalstrom
Pamela S. Kalstrom
Assistant Vice President

295044

RECORDED Jan 17 '03 2:40p
IN BOOK 123 0+6 PAGE 590
FEES $11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, STATE OF WYOMING
By Cathy Soter

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 4-27.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about August 10, 2001, at a location 182 feet FNL and 701 feet FEL (NENE) of Section 28 (surface) and 640 feet FSL and 762 feet FEL (SESE) Section 21 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about November 9, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295045

Jan 17 2003 2:40p
BOOK 123 046 PAGE 592
FEES 11.00
By Cathy Sutton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

Denise Lapi
NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 16-21D.doc

[redacted] [redacted] [redacted]

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about May 24, 2002, at a location 235 feet FNL and 914 feet FEL (NENE) of Section 28 (surface) and 660 feet FSL and 1980 feet FEL (NENE) of Section 28, (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about October 25, 2002.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295046

Jan. 17 03 2:40p
123 06 594
11.00

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa-15-21D.doc

Exhibit "A"

Oil and Gas Lease dated effective June 1, 1951, by and between United States of America W-06286, and Donald B. Anderson, recorded in Book 119, at Page 316 of the Deeds Records of Sublette County, Wyoming and covering the following lands in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Sec. 27: W/2, SE
Sec. 28: E/2
Sec. 33: E/2
Sec. 34: All
Sec. 35: All

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about September 30, 2000, at a location 2637 feet FSL and 578 feet FEL (NESE) of Section 21 (surface) and 1981 feet FSL and 2031 feet FEL (NESE) of Section 21 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming. Said drilling operations resulted in completion of a commercially productive gas well on or about September 29, 2001.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295047

Jan. 17 2003 2:40p
123046 596
11.00

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/09/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 10-21D.doc

Exhibit "A"

Oil and Gas Lease dated effective February 1, 1995, by and between United States of America WYW-135124, as Lessor and Meridian Oil Inc., as Lessee recorded in Book 100, at Page 552 of the Deeds Records of Sublette County, Wyoming covering the following lands:

Township 32 North, Range 109 West, 6th P.M.
Sec. 21: SE
Sec. 22: S/2
Sec. 23: All
Sec. 24: W/2NW, SENW, S/2

AFFIDAVIT OF PRODUCTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pamela S. Kalstrom of lawful age being first duly sworn on oath says:

She is Assistant Vice President of Anschutz Exploration Corporation who is duly authorized to make this affidavit on behalf of Anschutz Exploration Corporation.

Anschutz Exploration Corporation is the owner and/or operator of gas leasehold rights in the oil and gas lease(s) described in Exhibit "A" attached hereto.

Drilling operations commenced on or about June 21, 2001, at a location 2096 feet FSL and 837 feet FEL (NESE) of Section 21 (surface) and 1980 feet FSL and 660 feet FEL (NESE) of Section 21 (BHL), Township 32N, Range 109W of the 6th P.M., Sublette County, Wyoming Said drilling operations resulted in completion of a commercially productive gas well on or about October 31, 2001.

This Affidavit provides notice of the extension of the instrument(s) described in Exhibit "A" beyond the expiration of the primary term(s) thereof.

IN WITNESS WHEREOF, Affiant, has set her hand this 10th day of January, 2003.

ATTEST:

ANSCHUTZ EXPLORATION CORPORATION

BY: Judith A. Paisley
Judith A. Paisley
Assistant Secretary

BY:
Pamela S. Kalstrom
Assistant Vice President

295048

Jan 17 2003 2:40p
IN BOOK 123.046 598
FEES 11.00 Mary L. Gilbert
By Cathy Seaton

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of January, 2003, before me, the undersigned authority, personally appeared Pamela S. Kalstrom, known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did say that she is the Assistant Vice President of Anschutz ExplorationCorporation and that the foregoing instrument was executed by her as Assistant Vice President for the corporation and that she acknowledged such instrument to be the free act and deed of the corporation executed for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal as of the day and year first above written.

My commission expires: 4/29/04

NOTARY PUBLIC

S:\Land\PSK\Aff Prod\Mesa 9-21D.doc

[redacted] [redacted] [redacted]

Exhibit "A"

Oil and Gas Lease dated effective February 1, 1995, by and between United States of America WYW-135124, as Lessor and Meridian Oil Inc., as Lessee recorded in Book 100, at Page 552 of the Deeds Records of Sublette County, Wyoming covering the following lands:

Township 32 North, Range 109 West, 6th P.M.
Sec. 21: SE
Sec. 22: S/2
Sec. 23: All
Sec. 24: W/2NW, SENW, S/2

1600

SUBLETTE COUNTY
STATE OF WYOMING

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale ("Assignment") is made this 15TH day of December, 2002, by and between Intoil, Inc., a Delaware corporation, having an address of P.O. Box 3438, Englewood, Colorado 80155 ("Assignor") and Bill Barrett Properties Inc., a Delaware corporation, having an address of 1099 – 18th Street, Suite 2300, Denver, Colorado 80202 ("Assignee").

A. GENERAL

1. This Assignment and Bill of Sale ("Assignment") shall at all times be subject to the terms, conditions, exceptions and reservations contained in the Purchase and Sale Agreement effective July 1, 2002 (hereinafter called the "Purchase Agreement"). Such Purchase Agreement shall at all times govern rights and obligations of Assignor and Assignee pertaining to this Assignment, and all interested parties are hereby given notice of its existence. Capitalized terms not defined herein shall have the meaning ascribed such terms in the Purchase Agreement.

2. This Assignment shall be effective as of 7:00 a.m., local time, where the Properties are located, on July 1, 2002 (hereinafter called the "Effective Time").

3. The terms, conditions or exceptions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

B. ASSIGNMENT OF PROPERTIES

1. In consideration of the mutual promises made between Assignor and Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and pursuant to the Purchase Agreement, Assignor hereby bargains, sells, assigns, transfers and delivers unto Assignee all of Assignor's right, title and interest in and to the following properties (hereinafter the "Properties"):

(a) The oil and gas leases and overriding royalty interests described in Exhibit A, whether producing or non-producing and whether fully or properly described or not (collectively, the "Leases"), the royalties and overriding royalties burdening the Leases, and any and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the lands covered by the Leases, (the "Lands") and other hydrocarbons and products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") after the Effective Time and all other minerals of whatever nature in, on or under the Leases and Lands.

(b) The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, whether producing or non-producing and whether fully or properly described or not (the "Wells"), all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Closing Date.

(c) The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor's properties and interests described in Sections 1(a) and (b), above, or the production of Hydrocarbons, if any, attributable to said properties and interests after the Effective Time.

(d) The rights, to the extent transferable, in and to existing and effective oil, gas, liquids, condensate, casinghead gas and gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments related to the properties and interests described in Sections 1(a) through (c), above, excluding, however, any insurance contracts.

(e) All of the personal property, inventory, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, vehicles, and other

295085

RECORDED Dec. 24 2003 8:25 AM
IN BOOK 123 Pg 46 PAGE 1600
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisto

153757v1

appurtenances and facilities) located on or stored in storage yards or other locations, or used in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Sections 1(a) through (d), above, as of the Effective Time and all contract rights (including rights under leases to third parties) related thereto, except to the extent acquired, disposed of or terminated in the ordinary course of business after the Effective Time.

2. Except as expressly provided herein and in the Purchase Agreement, this Assignment is made without warranty of any kind, express, statutory or implied, and Assignor is transferring the PROPERTIES WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY WHATSOEVER AS TO PHYSICAL CONDITION OF THE PROPERTIES (INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTIES), QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE, but this Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by all preceding owners or vendors of the Properties other than Assignor or any affiliate of Assignor hereto given or made in respect to the Properties or any part thereof. Provided, however, Assignor warrants and agrees to defend title to the Properties against every party whomsoever claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever, subject to Assignor's and Assignee's rights and obligations under the Purchase Agreement.

Executed by Assignor and Assignee on the dates shown respectively below in the acknowledgements.

ASSIGNOR:
INTOIL, INC.

By: Lynn E. Jensen
Name: Lynn E. Jensen
Title: Vice-President, Finance

ASSIGNEE:
BILL BARRETT PROPERTIES INC.

By: H T Walker RR
Name: Huntington T. Walker
Title: Vice-President, Land

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

This instrument was acknowledged before me on December 15, 2002, by Lynn E. Jensen, as Vice-President, Finance of Intoil, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: **7/24/03**

JANE E. FRANCIS NOTARY PUBLIC STATE OF COLORADO

Jane E. Francis
Jane E. Francis, a Notary Public
Residing at: Englewood, CO

STATE OF COLORADO §
§
COUNTY OF DENVER §

This instrument was acknowledged before me on December 16th, 2002, by Huntington T. Walker, as Vice-President, Land of Bill Barrett Properties Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: **3/1/06**

MEGAN MATSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 3/1/2006

Megan Matson
Megan Matson, a Notary Public
Residing at: Denver, CO

153757v1

EXHIBIT "A"
ATTACHED TO ASSIGNMENT AND BILL OF SALE FROM INTOIL, INC. TO BILL BARRETT PROPERTIES INC.
DATED EFFECTIVE JULY 1, 2002

ST	COUNTY	COMPANY LEASE NO.	FEDERAL SERIAL NO.	RECORD TITLE OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RETAINED	PREVIOUS ORRI	TRACT NO	LEGAL DESCRIPTION
WY	SUBLETTE	17004-00	W 27645	10.400000%	10.400000%	0.00%	0.00%	OF RECORD	212	T30N-R113W 14: SW/4, W/2SE/4 CONTAINING 240.00 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING

ST	COUNTY	COMPANY LEASE NO.	FEDERAL SERIAL NO.	OPERATING RIGHTS OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RETAINED	PREVIOUS ORRI	TRACT NO	LEGAL DESCRIPTION
WY	SUBLETTE	16986-00	EV 024469	8.000000%	8.000000%	0.00%	0.00%	OF RECORD	261	T28N-R112W, 6TH PM 20: W/2NE/4, SE/4 AS TO DEPTHS FROM THE SURFACE DOWN TO 3565' CONTAINING 240.0 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
WY	SUBLETTE	17004-00	W 27645	4.000000%	4.000000%	0.00%	0.00%	OF RECORD	213V	T30N-R113W, 6TH PM 10: NW/4NW/4 CONTAINING 40.00 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
WY	SUBLETTE	17004-00	W 27645	16.000000%	16.000000%	0.00%	0.00%	OF RECORD	214	T30N-R113W, 6TH PM 14: SE/4SE/4 AS TO DEPTHS FROM THE SURFACE TO 4,082' CONTAINING 40.00 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
WY	SUBLETTE	17004-00	W 27645	21.200000%	21.200000%	0.00%	0.00%	OF RECORD	215	T30N-R113W, 6TH PM 14: N/2SW/4, NW/4SE/4, AS TO DEPTHS FROM THE SURFACE TO 4082' CONTAINING 120.0 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING
WY	SUBLETTE	17004-00	W 27645	31.999999%	31.999999%	0.00%	0.00%	OF RECORD	212	T30N-R113W, 6TH PM 14: S/2SW/4, SW/4SE/4, AS TO DEPTHS FROM THE SURFACE DOWN TO 4,082' CONTAINING 120.0 GROSS ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING

603

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

Neil A. McMurry, 5410 East 2nd Street, Casper, Wyoming 82609 "Assignor", in consideration of Ten and more ($10,00+) Dollars, receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, either express or implied, unto Nerd Royalties LLC, Box 3003, Casper, Wyoming 82602 ("Assignee"), 100% of Assignor's overriding royalty interest burdening those certain Federal Oil and Gas Leases described on Exhibit "A" attached hereto and made part hereof covering lands in SUBLETTE COUNTY, STATE OF WYOMING.

Each overriding royalty shall consist of the reserved 7.5% retained in the Federal lease transfer from Nerd Gas Company, LLC, to AEC Oil & Gas (USA) Inc. effective June 1, 2002, and is payable on all oil, gas and other hydrocarbons produced, saved and marketed from the leases described on the Exhibit "A".

With respect to each of the leases described on Exhibit "A" to the extent that the interests of Assignor covers less than the entire leasehold in said lease and to the extent that said lease covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto Assignee shall be proportionately reduced.

These overriding royalty interests shall be free of all "costs of production" as defined in Wyoming Statute Section 30-5-304 except their proportionate share of all taxes on production.

This assignment is executed and delivered without any representation of warranty of title, either express or implied, except that Assignor warrants title to Assignee to be free of all liens and encumbrances created by, through and under Assignor.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto their respective successors and assigns, and such terms covenants and conditions shall be covenants running with the leases and with each transfer or assignment thereof.

The overriding royalty interests assigned by this instrument shall not be proportionately reduced.

TO HAVE AND TO HOLD the same unto the Assignee, its heirs, legal representatives, successors and assigns.

WITNESS the execution of this instrument by the Assignor this 2nd[h] day of January,

295086

RECORDED Jan. 24 2003 8:30A M
IN BOOK 123 O+G PAGE 603
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ASSIGNOR

Neil A. McMurry

Neil A McMurry

Nerd Gas Co
PO Box 3003
Casper WY 82602

3-14-00

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 2nd day of January, 2003 by Neil A. McMurry.

Witness my hand and official seal.

[SEAL]

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

Notary Public Thomas R. Blevins
P.O. Box 949
Casper, WY 82602

My commission expires: April 6, 2003

Exhibit "A"

To Assignment, Bill of Sale and Conveyance dated effective January 1, 2003, by and between Neil A. McMurry, and Nerd Royalties, LLC, as Assignee

PROSPECT	FEDERAL LEASE NO.	LEASE EFF DATE	LESSEE	SUBLETTE COUNTY, WYOMING LEGAL DESCRIPTION	ACREAGE	% OF OVERRIDING ROYALTY RESERVED	RECORDING DATa
East Chapel	WYW-131919 USA	4/1/1994	McMurry Oil Company	Township 28 North, Range 111 West, 6th P.M. Section 23: NWNW, SENW, NWSW, SESW	160.00		Book 121 Page 746
Green Bluff	WYW-133078 USA	8/1/1994	McMurry Oil Company	Township 27 North, Range 110 West 6th P.M. Section 19 Lots 1, 2, E/2, E/2nw Section 30 NE	630.60		Book 121 Page 746
Green Bluff	WYW-133773 USA	10/1/1994	McMurry Oil Company	Township 27 North, Range 110 West 6th P.M. Section 19 Lots 3, 4. E/2SW Section 30: Lots 1, 2, E/2NW, SE Township 27 North, Range 111 West 6th P.M. Section 24 SE Section 25 NE	781.71		Book 121 Page 746

605

6006

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 200

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-136841

Lease Effective Date (Anniversary Date)
7-1-95

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Gasconade Oil Co.
   Street 633 17th St. #1650
   City, State, ZIP Code Denver, CO 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 36 N., R. 112 W. 6th PM Sec. 19: Lots 1-4 20: N½, W½SW 21: S½ 28: All 29: SENE, W½NW, SENW, SW, E½SE 30: Lots 1-4 Sublette County, WY 2078.68 acres m/l This assignment is subject to that certain Development Agreement dated October 31, 2000, by and between McLish Resources, L.L.P. et al and Williams Production Rocky Mountain Company.	12.111%	12.111%	-0-	-0-	Of Record

295087

RECORDED Jan 24 2003 8:30AM
IN BOOK 123 0+6 PAGE 6006
FEES $ 11.00 M L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Coles

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.

STATE OF COLORADO)
ss:
COUNTY OF DENVER)

The foregoing instrument was acknowleged before me this 9th day of December, 2002, by W. Clifton Arbuckle as Manager, of Roubidoux, LLC.

Witness my hand and seal.

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 1-4-04

Jaxcene L. Heinze
Notary Public
Jaxcene L. Heinze

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 or 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), 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 9th day of December, 2002
Effective January 1, 2003

Name of Assignor as shown on current lease Roubidoux, LLC
Please type or print

Assignor W. Clifton Arbuckle
(Signature)
or Attorney-in-fact W. Clifton Arbuckle, Manager
(Signature)

633 17th St. #1650
(Assignor's Address)

Denver, CO 80202
(City) (State) (Zip Code)

Executed this 9th day of December, 2002
Effective January 1, 2003

Gasconade Oil Co.

Assignee W. Clifton Arbuckle
(Signature)
or Attorney-in-fact W. Clifton Arbuckle, Pres.
(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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 JAN -8 AM 9:00

RECEIVED
CHEYENNE, WYOMING

295088

RECORDED Jan. 24 2003 8:40 AM
IN BOOK 123 & G PAGE 608
FEES $ 11.00 M L [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SERIAL NO. W67808
EFFECTIVE DATE: JUNE 1, 1979

ASSIGNMENT OF OVERRIDING
ROYALTY UNDER U. S. OIL AND GAS LEASE

The undersigned, Barry G. Williams and Richard L. Williams, as Trustees of the Martha G. Williams' Testamentary Trust established under her Last Will and Testament dated December 19, 1995, and established by *Order Approving Final Report and Accounting and Decree of Distribution* filed October 19, 2000, in Probate No. 18393, the owner of an overriding royalty under U.S. Oil and Gas Lease W-67808 comprising 6-3/4% of 100% (.0675 decimal interest), which lease covers the following described lands:

An overriding royalty interest under United States
Oil and Gas Lease W-67808 comprising of 6-3/4% of 100%
(0.00675 decimal) covering the following described lands:

T27N, R111W, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼
Section 18: E½E½
Section 19: E½E½ - 560 acres
Sublette County, Wyoming,

do hereby sell, assign, set over and convey the said overriding royalty in its entirety to:

Barry G. Williams
159 North Wolcott
Suite 400
Casper, Wyoming 82601

Richard L. Williams
823 Oakcrest Avenue
Casper, Wyoming 82601

an undivided one-half (1/2) interest each (0.003375 decimal interest).

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This Assignment is subject to the following described Communitization Agreements:

1. Communitization Agreement dated January 1, 1990, covering the Frontier and Bear River formations in the:

NE¼ of Section 6, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Mineral Management Service, effective February 1, 1982, designated Communitization Agreement NCR440;

2. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

[redacted] [redacted] [redacted]

[redacted]

NE¼ of Section 18, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Bureau of Land Management, Division of Mineral Resources, effective March 1, 1984, Contract No. WYO 49P56-87C861;

3. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

SE¼ of Section 18, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by the Bureau of Land Management, Division of Mineral Resources, effective March 1984, Contract No. WYO 49P56-87C860;

4. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

NE¼ of Section 19, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by the Bureau of Land Management, Division of Mineral Resources, effective March 1, 1984, Contract No. WYO 49P56-87C862.

Dated this 3rd day of January, 2003.

Barry G. Williams, Trustee
Barry G. Williams, Trustee

Richard L. Williams, Trustee
Richard L. Williams, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Acknowledged before me by Barry G. Williams and Richard L. Williams, Trustees of the Martha G. Williams Testamentary Trust on this 3rd day of January, 2003.

Witness my hand and official seal.

Barbara Walker
Notary Public

My Commission Expires:

NOTARY PUBLIC
BARBARA WALKER
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires May 15, 2003

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
03 JAN -8 AM 9:00
RECEIVED
CHEYENNE, WYOMING

609

610

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295089

RECORDED Jan. 24 2003 8:40a M
IN BOOK 123 O&G PAGE 610
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of January, 2003, by and between

Grace Bodil Anderson and Talli Rose Manning, Trustees of the Talli Rose Manning Trust dated 03/01/1997
P. O. Box 88
Pinedale, WY 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 109 West, 6th P.M.
Section 32: E½SW¼, SW¼NW¼, NE¼NE¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 156.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any

[redacted] [redacted] [redacted]

governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. In the event Lessee agrees to pay a higher bonus consideration to adjacent mineral owners than negotiated as bonus consideration for this lease during the primary term of this lease, Lessee agrees to increase the bonus consideration to Lessor to the equivalent payment, based on a net per mineral acreage basis. This clause shall not be binding on successors or assigns to Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Grace Bodil Anderson

Grace Bodil Anderson, Trustee of the Talli Rose Manning Trust dated 03/01/1997

x Talli Rose Manning

Talli Rose Manning, Trustee of the Talli Rose Manning Trust dated 03/01/1997

SS or Tax ID # 385 30 1962

SS or Tax ID # 520-68-3896

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss **INDIVIDUAL NOTARY**

BEFORE ME, the undersigned authority, on this day personally appeared Grace Bodil Anderson and Talli Rose Manning, Trustees of the Talli Rose Manning Trust dated 03/01/1997, known to me to be the person S whose names are s subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of MAY, 2003.

My commission expires: My Commission Expires March 2, 2006

Betty L. Auld
Notary Public

BETTY L. AULD NOTARY PUBLIC SUBLETTE COUNTY WYOMING

612

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

RECORDED Jan 24 2003 8:40AM
IN BOOK 123 OR 3 PAGE 612
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

295090

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of January 2003 ~~and between~~ by and between

Grace Bodil Anderson, Trustee of the Anderson Trust dated March 1, 1997
P. O. Box 88
Pinedale, WY 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 109 West, 6th P.M.
Section 34: NE¼SE¼, S½SE¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 156.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any

[redacted] [redacted] [redacted]

governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. In the event Lessee agrees to pay a higher bonus consideration to adjacent mineral owners than negotiated as bonus consideration for this lease during the primary term of this lease, Lessee agrees to increase the bonus consideration to Lessor to the equivalent payment, based on a net per mineral acreage basis. This clause shall not be binding on successors or assigns to Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Grace B Anderson

Grace Bodil Anderson, Trustee of the
Anderson Trust dated March 1, 1997

SS or Tax ID # 505 30 1962

STATE OF WYOMING)
) ss INDIVIDUAL NOTARY
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Grace Bodil Anderson, Trustee of the Anderson Trust dated March 1, 1997, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 day of January, 2003.

My Commission Expires March 2, 2006

My commission expires: _____

Betty L. Auld
Notary Public

BETTY L. AULD
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING

613

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295091

RECORDED Jan. 24 2003 8:40 AM
IN BOOK 193 O+G PAGE 614
FEES $ 11.00 Mary Lou Little COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of December, 2002, by and between

Ellen Cole, heir to the Estate of Hattie Bair, deceased, and George Bair, deceased,
P. O. Box 84
Pinedale, WY 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale ,Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 5: Lot 4, SWNW
Section 6: Lot 1, SENE

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 159.49 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation

shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Ellen Cole

Ellen Cole, heir to the Estate of Hattie Bair, deceased,
And George Bair, deceased

Tax ID # 520-32-3058

INDIVIDUAL NOTARY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Ellen Cole, heir to the Estate of Hattie Bair, deceased, and George Bair, deceased known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of ~~December, 2002.~~ January 2003

My commission expires:
8/8/06

Tracey L Hoover
Notary Public

TRACEY L. HOOVER – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/8/06

My DocumentsBairLse

615

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295092

RECORDED Jan. 24 2003 8:40 AM
IN BOOK 123 OR 6 PAGE Lolle
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorenson

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Betty Sorenson and Karl Sorenson, wife and husband
12807 Copperstone Drive
Sun City West, AZ 85375

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more

[redacted] [redacted] [redacted]

of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Betty Sorenson
Betty Sorenson, wife

x Karl Sorenson
Karl Sorenson, husband

SS# 517-34-0654

INDIVIDUAL NOTARY

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

BEFORE ME, the undersigned authority, on this day personally appeared Betty Sorenson and Karl Sorenson wife and husband ,known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of Jan 2003, 2002.

My commission expires:
6/8/03

Notary Public

OFFICIAL SEAL
HOPE FLORES
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 8, 2003

MyFiles/MyDocuments

617

618

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.

WYW155436

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 GUNDRY-WHITE D
Street 518 17TH ST #1108
City, State, Zip Code DENVER, CO 802024112

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 _____
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

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029ON R. 110W Meridian 06th State WY County Sublette
Sec. 015 ALL;
021 ALL;
022 ALL;
023 ALL;

29532
29532

RECORDED Jan 28 2003 10:00 AM
IN BOOK 123 016 PAGE 618
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

Total acres in lease 2560.00
Rental retained $ 3840.00

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 [illegible] granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA
by [signature]
(Signing Officer)
Chief, Fluid Minerals Adjudication
(Title)
MAR 29 2002
(Date)
EFFECTIVE DATE OF LEASE MAY 01 2002

FOR LEASE

(Continued on reverse)

[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 9th day of February, 2022

(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 lease[redacted] and such 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.

WY W155436

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]

[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

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

WYW155436

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 **February 12, 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.

WYW155436

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.)

[redacted] [redacted] [redacted]

WYW155436

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 Charadrius montanus (Mountain plover); Cirsium aridum (Cedar Rim thistle); Lesquerella macrocarpa (Large-fruited bladderpod); Mustela nigripes (Black-footed ferret); Phlox pungens (Beaver Rim phlox); Physaria condensata (Tufted twinpod).

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.)

WYW155436

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 July 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 and 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.)

[redacted] [redacted] [redacted]

WYW155436

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas not protected by NSO 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 Flood Hazard Overlay;

For the purpose of:

(3) protecting riparian, water quality and floodplain 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 the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW155436

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating contraints.

(1) Surface occupancy or use on slopes 10 percent or steeper and/or within 100 feet of ephemeral/intermittent drainages 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) to reduce sediment and salinity deposition in the Green River/Colorado River system.

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]

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.

630

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF COLORADO)
) 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 The Double J Ranch, LLC (hereinafter referred to as "Assignee"), whose address is P.O. Box 373, Daniel, WY 83115.

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 all 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 17th day of January 2003.

Assignor
ULTRA RESOURCES, INC.

By: Robin Benko
Robin Benko, Attorney-in-Fact

Assignee
THE DOUBLE J RANCH, LLC

By: John J Healy
John J Healy, Manager for and on behalf of
of The Double J Ranch, LLC

295133

RECORDED Jan. 28 2003 10:05 AM
IN BOOK 193 016 PAGE 630
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Santos

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this day 17th of January, 2003 by Robin Benko, Attorney-in-Fact of Ultra Resources Corporation on behalf of said corporation.

Witness my hand and seal this 17th day of January, 2003

Ricki M Smaldone
Notary Public

SEAL

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The forgoing instrument was acknowledged before me this day of 23 of January, 2003 by John J Healy, Manager of The Double J Ranch LLC on behalf of said corporation

Destinee Blau
Notary Public

Destinee Blau Notary Public
County of Teton State of Wyoming
My Commission Expires August 20, 2006

SEAL

[redacted] [redacted] [redacted]

EXHIBIT "A"
Attached to and made a part hereof to that Assignment of Oil & Gas Leases by and between Ultra Resources, Inc. and The Double J Ranch, LLC

Lease No:	WY1013D
Lessor:	Mary Lyn Barley, as personal representative of the Estate of George M. Barley
Lessee:	Ultra Resources, Inc
Lease Date:	July 29, 1998
State:	Wyoming
County:	Sublette
Legal Desc:	Township 34 North, Range 112 West Sec 7: SESE Sec 8: E2SW, SWSW Sec 13: W2SE, less a 4 acre tract described in Warranty Deed, recorded in Book 14 of Deeds, at Page 543 Sec 14: SE, SW Sec 23: E2E2 Sec 24: N2, N2SE, E2SW Sec 26: NENE
Recording:	Book 109 O&G, Page 285

Lease No:	WY1013D
Lessor:	Mary Lyn Barley, as personal representative of the Estate of George M. Barley
Lessee:	Ultra Resources, Inc
Lease Date:	August 12, 1998
State:	Wyoming
County:	Sublette
Legal Desc:	Township 34 North, Range 112 West Sec 7: SESE Sec 8: E2SW, SWSW Sec 13: W2SE, less a 4 acre tract described in Warranty Deed, recorded in Book 14 of Deeds, at Page 543 Sec 14: SE, SW Sec 23: E2E2 Sec 24: N2, N2SE, E2SW Sec 26: NENE
Recording:	Book 121 O&G, Page 414-416, as an attachment to that certain Assignment dated March 11,2002 and recorded on April 1, 2002 in Book 121 O&G, Pages 412-414-6

6032

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.

WYW154239

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 ALPINE GAS CO
   Street 7128 S POPLAR LN
   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 _____

295134

RECORDED Jan. 28 2003 10:05AM
IN BOOK 123 O+G PAGE 632
FEES $ 35.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Cathy Lacher

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

C

3. Land included in lease:

T. 0300N R. 1100W Meridian 06th State WY County Sublette
Sec. 011 BED OF NEW FORK RIV RIPAR
011 TO LOTS 2-4;
012 BED OF NEW FORK RIV RIPAR
012 TO LOTS 5-8
012 AS DEPICTED ON ATTACHED
012 PAGE;

Total acres in lease 51.24
Rental retained $ 78.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

[ ] Noncompetitive lease (ten years)

[X] Competitive lease (ten years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Fluid Minerals Adjudication SEP 05 2002
(Title) (Date)

EFFECTIVE DATE OF LEASE OCT 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 1st day of November, 2002 XX By Gilman A. Hill
(Signature of Attorney-in-fact)
Gilman A. Hill, General Partner

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.

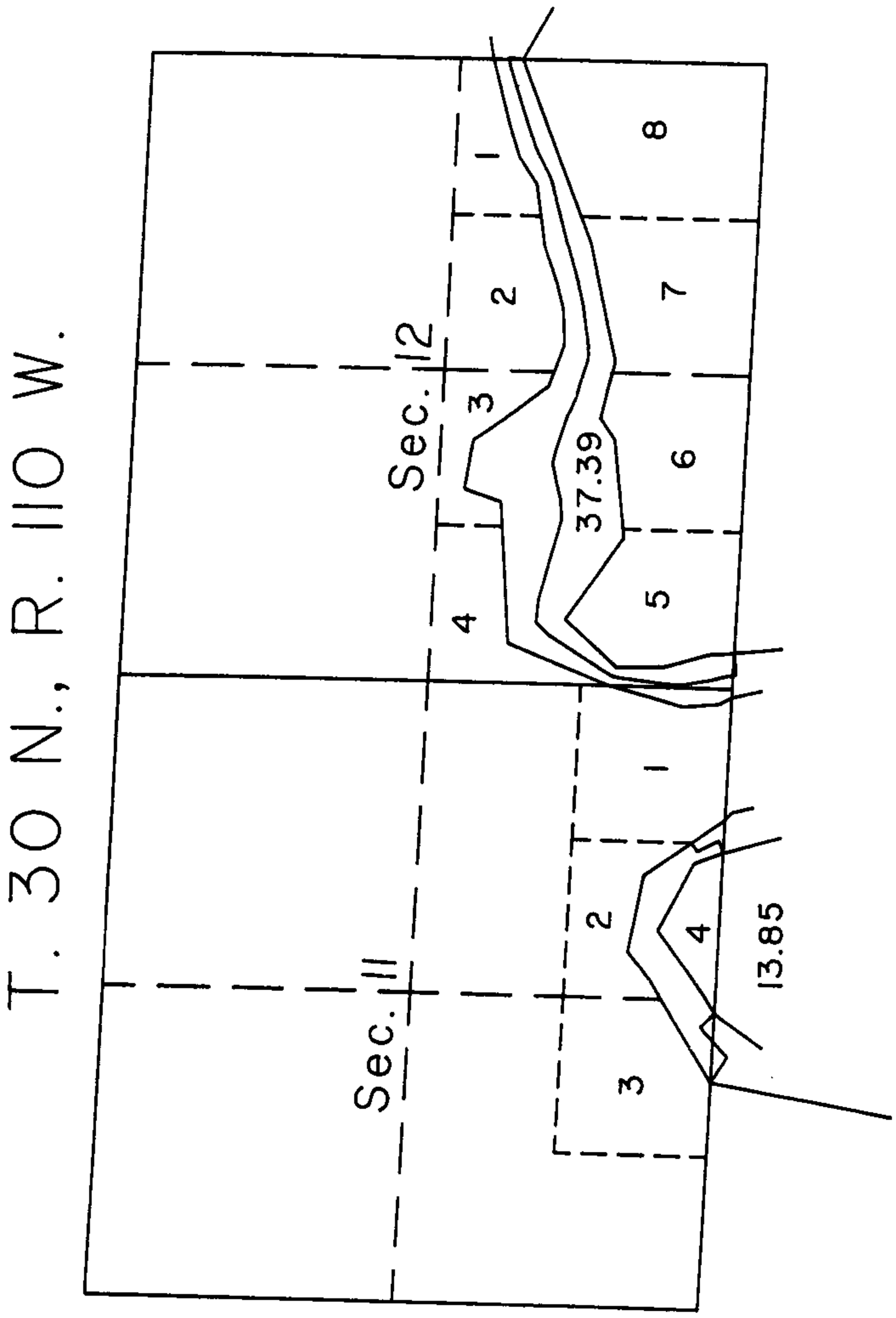
Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

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.


T. 30 N., R. 110 W.
Sec. 12
Sec. 11
1
2
3
4
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7
8
37.39
13.85

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

WYW154253

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	8/07/01

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 138		
☐ 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] Gas Co
Print or Type Name of Lessee

Howard A Sharp
Signature of Lessee or Bidder

[illegible] S Poplar Ln.
Address of Lessee

[illegible] CO 8011?
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)

OPTIONAL USE COPY

Form 3000-2 (July 1997)

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.

[redacted] [redacted] [redacted]

WYW154239

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.

WYW154239

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

[redacted] [redacted] [redacted]

WY1542390

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 **August 7, 2001**, *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.

WYW154239

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Within the designated floodplain in Sec. 011 BED OF NEW FORK RIVER RIPARIAN TO LOTS 2-4, Sec. 12 BED OF NEW FORK RIVER RIPARIAN TO LOTS 5-8 (entire lease);

For the purpose of:

(2) protecting HUD designated Zone A (100 year) flood hazard area on perennial water courses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW154239

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.

642

Sublette Co., WY

WHEN RECORDED RETURN TO:
Anadarko Petroleum Corporation
P. O. Box 1330
Houston, Texas 77251-1330
Attention: Cindy Oliver

FULL RELEASE OF LIEN

In consideration of the payment of all indebtedness and amounts secured by the following described instruments (collectively, the "Mortgages") heretofore executed or transferred to or for the benefit of the undersigned, to-wit:

1. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated July 31, 1998 from Howell Petroleum Corporation in favor of Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Monroe, AL	10/21/98	Book 536, Page 201
Carbon, MT	8/11/98	#286437
Fremont, WY	8/11/98	Book 838, Page 217
Hot Springs, WY	8/11/98	Book 78, Page 176
Natrona, WY	9/23/98	#621695
Park, WY	8/31/98	#6081
Sublette, WY	8/12/98	Book 108 016, Page 425

(a) First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of December 1, 1998 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Monroe, AL	1/25/99	Book 541, Page 228
Carbon, MT	1/19/99	#288283
Fremont, WY	1/20/99	#1197647
Hot Springs, WY	1/20/99	Book 79, Page 952
Natrona, WY	1/20/99	#628105
Park, WY	1/25/99	#1999593
Sublette, WY	1/21/99	Book 74, Page 267

(b) Second Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 26, 2001 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

295135

1062616_2.DOC

RECORDED Jan. 28 2003 10:05a M
IN BOOK 123 046 PAGE 642
FEES $11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soden

County/State	Date Filed	Recording Information
Carbon, MT	8/10/01	#298868
Fremont, WY	8/13/01	#1222751
Hot Springs, WY	8/17/01	Book 90, Page 1078
Natrona, WY	8/10/01	#676119
Park, WY	8/20/01	#20015384
Sublette, WY	8/13/01	Book 119, Page 190

2. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated October 14, 1998 from Howell Petroleum Corporation in favor of Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Lafourche, LA	10/22/98	MOB791, Page 191
Terrebonne, LA	10/22/98	#1031907
Jones, MS (Laurel)	10/22/98	DT Record 1178, Page 69
Wayne, MS	10/23/98	DT Deed Book 959, Page 493
Uintah, UT	11/4/98	Book 683, Page 288
Sweetwater, WY	10/26/98	Book 905, Page 838

(a) First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of December 1, 1998 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Lafourche, LA	1/13/99	MOB 799, Folio 435
Terrebonne, LA	1/13/99	#1037532
Jones, MS (Laurel)	1/15/99	DT Book 1187, Page 339
Wayne, MS	1/15/99	DT Book 969, Page 264
Uintah, UT	1/22/99	Book 691, Page 772
Sweetwater, WY	1/20/99	Book 908, Page 1949

(b) Second Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 26, 2001 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Lafourche, LA	8/21/01	MOB 904, Page 714
Terrebonne, LA	8/7/01	MOB 1380, #1101203
Jones, MS (Laurel)	8/10/01	Book 1300, Page 419
Wayne, MS	8/7/01	Book 1061, Page 475
Uintah, UT	8/15/01	Book 770, Page 264

Sweetwater, WY 8/10/01 Book 940, Page 1155

3. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated October 20, 1998 from Howell Petroleum Corporation in favor of Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Bowman, ND	10/26/98	#151510
McKenzie, ND	10/26/98	#333667

(a) First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of December 1, 1998 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Bowman, ND	1/19/99	#151961
McKenzie, ND	1/19/99	#334122

(b) Second Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 26, 2001 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Bowman, ND	8/20/01	#155996
McKenzie, ND	8/15/01	#340249

4. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated January 22, 1999 from Howell Petroleum Corporation in favor of Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Moffat, CO	2/5/99	199L 534
Jones, MS (Ellisville)	2/3/99	DT Book 484, Page 558
Jones, MS (Laurel)	2/1/99	DT Book 1188, Page 464
Lowndes, MS	2/1/99	Trust Deed No. 1266, Page 187
Marion, MS	2/1/99	Book 1279, Page 1
Custer, OK	1/29/99	Book 1061, Page 731
Pittsburg, OK	1/29/99	Book 991, Page 348
DeWitt, TX	1/29/99	Volume 51, Page 224
Matagorda, TX	1/28/99	Book 528, Page 257

[redacted] [redacted] [redacted]

Sweetwater, WY	2/1/99	#1281101, Book 909, Page 986

(a) First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 26, 2001 between Howell Petroleum Corporation and Bank of Montreal, as Agent and recorded as follows:

County/State	Date Filed	Recording Information
Moffat, CO	8/08/01	2001L3467
Jones, MS (Ellisville)	8/07/01	Book 540, Page 136
Jones, MS (Laurel)	8/10/01	Book 1300, Page 413
Lowndes, MS	8/08/01	Book 1388, Page 585
Marion, MS	8/08/01	Book 1348, Page 123
Custer, OK	8/16/01	Book 1141, Page 4
Pittsburg, OK	8/23/01	Book 1125, Page 41
DeWitt, TX	8/08/01	Volume 97, Page 750
Matagorda, TX	8/08/01	Volume 627, Page 942
Sweetwater, WY	8/10/01	Book 940, Page 1149

5. Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated January 22, 1999 from Voyager Energy Corp. in favor of Bank of Montreal, as Agent and recorded in Beauregard Parish, Louisiana on January 29, 1999 in Mortgage Book 369, Page 623, #409974;

(a) First Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of July 26, 2001 between Voyager Energy Corp. and Bank of Montreal, as Agent and recorded in Beauregard Parish, Louisiana on August 7, 2001 in Mortgage Book 413, Page 604, #427483;

the undersigned hereby releases and discharges all of its rights, titles and interests in and to the Mortgages including the liens created and existing thereunder on the property described in and covered thereby (the "Mortgaged Property").

Reference is hereby made to the Mortgages and the recording thereof for all purposes in connection herewith. For recording purposes in certain jurisdictions, descriptions of portions of the Mortgaged Property are attached to counterparts of this instrument.

THUS DONE AND PASSED, the 18 day of December, 2002 in my presence and in the presence of the undersigned two witnesses who hereunto sign their names with the undersigned and me, Notary, after reading of the whole.

WITNESSES:

Marcie M. Escobedo
Name: MARCIE M. ESCOBEDO

Kathleen Doyle
Name: KATHLEEN DOYLE

BANK OF MONTREAL,
as Agent

By: Joseph A Bliss
Name: JOSEPH A BLISS
Title: VICE PRESIDENT

Leticia Prieto
Notary Public

Seal:

NOTARY PUBLIC STATE OF TEXAS
Leticia Prieto
My Commission Expires
October 22, 2006

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Alabama

I, Leticia Prieto, a Notary Public in and for said county in said state, hereby certify that Joseph A. Bliss, whose name as Vice President of Bank of Montreal, a Canadian chartered bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this 18 day of December, 2002.

Colorado, North Dakota, Utah, Wyoming

The foregoing instrument was acknowledged before me on December 18, 2002 by Joseph A. Bliss, Vice President of Bank of Montreal, a Canadian chartered bank, on behalf of such bank.

Mississippi

Personally appeared before me, the undersigned authority in and for said county and state, on this 18 day of December, 2002, within my jurisdiction, the within named Joseph A. Bliss, who acknowledged that he is the Vice President of Bank of Montreal, a Canadian chartered bank, and that for and on behalf of said bank, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said bank so to do.

Montana, Oklahoma, Texas

This instrument was acknowledged before me this 18 day of December, 2002 by Joseph A. Bliss, Vice President of Bank of Montreal, a Canadian banking chartered bank, on behalf of such bank.

Leticia Prieto
Notary Public

Seal:

NOTARY PUBLIC STATE OF TEXAS
Leticia Prieto
My Commission Expires
October 22, 2006

EXHIBIT A

Attached to and made a part of that certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement Effective July 31, 1998 by and between Howell Petroleum Corporation, as Mortgagor and Robert L. Roberts, as Trustee for the benefit of the Bank of Montreal, as Agent.

SUBLETTE COUNTY, WYOMING
LA BARGE UNIT

.0480635 Working Interest .03985076 Net Revenue Interest

[redacted] [redacted] [redacted]

EXHIBIT 'A'

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013100-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317227
LESSEE: R J ACKERMAN

GROSS AC: 240.0000
NET AC: 240.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 492
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: W/2NW/4, SW/4
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013101-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317227-A
LESSEE: R J ACKERMAN

GROSS AC: 240.0000
NET AC: 240.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 492
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 33: NW/4, N/2SW/4
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013102-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317228
LESSEE: CATHERINE R WHITE

GROSS AC: 259.3700
NET AC: 259.3700

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 497
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: E/2NW/4
SECTION 33: LOTS 11, 12, 13, 14, 15
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013103-000 00 LEASE DATE: 06/01/65 EXPIRATION DATE: 05/31/75

LSE NAME: USA W-0317229
LESSEE: ALLEN R TRUE

GROSS AC: 676.3300
NET AC: 676.3300

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 499
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 1, 2, 9-12, 19 & 20
SECTION 32: LOTS 1-10
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013104-000 01 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-17208
LESSEE: EDNA M JONES

GROSS AC: 180.4200
NET AC: 180.4200

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 32: LOTS 16-20
SURFACE TO 8,950' ONLY

LEASE NUMBER: WY0013104-000 02 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-17208
LESSEE: EDNA M JONES

GROSS AC: 180.4200
NET AC: 180.4200

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*

EXHIBIT 'A'

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013104-000 02 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79
CONT. MAP REF: LOTS 16-20 SEC 32-28N-114W
SECTION 32: LOTS 16-20
BELOW 8,950' ONLY

LEASE NUMBER: WY0013105-000 00 LEASE DATE: 11/01/65 EXPIRATION DATE: 10/31/75

LSE NAME: USA W-0320213
LESSEE: GEORGE C REEVES
GROSS AC: 287.8400
NET AC: 287.8400

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 501
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 1-8, 13-15
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013106-000 00 LEASE DATE: 04/01/66 EXPIRATION DATE: 03/31/76

LSE NAME: USA W-0322610
LESSEE: EXXON COMPANY, USA
GROSS AC: 95.2800
NET AC: 95.2800

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 503
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 29: LOTS 16, 17 & 18
SURFACE TO 8,850' ONLY

LEASE NUMBER: WY0013107-000 00 LEASE DATE: 12/01/75 EXPIRATION DATE: 11/30/85

LSE NAME: USA W-52811
LESSEE: ZAREPHA DOBBINS
GROSS AC: 160.0000
NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 448
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 22: NW/4
ALL DEPTHS

LEASE NUMBER: WY0013108-000 01 LEASE DATE: 03/02/66 EXPIRATION DATE: 03/01/76

LSE NAME: ST OF WY 66-5165
LESSEE: ETTA MANDEL
GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: N/2
SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE
#2-16 WELL

LEASE NUMBER: WY0013108-000 02 LEASE DATE: 03/02/66 EXPIRATION DATE: 03/01/76

LSE NAME: ST OF WY 66-5165
LESSEE: ETTA MANDEL
GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: S/2
FROM THE SURFACE TO 100' BELOW THE TOTAL
DEPTH OF THE #2-16 WELL

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013108-000 03 LEASE DATE: 03/02/66 EXPIRATION DATE: 03/01/76

LSE NAME: ST OF WY 66-5165
LESSEE: ETTA MANDEL

GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 92 PAGE: 26
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 16: S/2
BELOW 100' BELOW THE TOTAL DEPTH OF THE
#2-16 WELL

LEASE NUMBER: WY0013109-000 01 LEASE DATE: 04/01/68 EXPIRATION DATE: 03/31/78

LSE NAME: USA W-11603
LESSEE: J E JOUJON-ROCHE

GROSS AC: 160.0000
NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 21: NE/4
FROM THE SURFACE TO 100' BELOW THE TOTAL
DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013109-000 02 LEASE DATE: 04/01/68 EXPIRATION DATE: 03/31/78

LSE NAME: USA W-11603
LESSEE: J E JOUJON-ROCHE

GROSS AC: 160.0000
NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 21: SE/4
FROM THE SURFACE TO 100' BELOW THE TOTAL
DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013109-000 03 LEASE DATE: 04/01/68 EXPIRATION DATE: 03/31/78

LSE NAME: USA W-11603
LESSEE: J E JOUJON-ROCHE

GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 486
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114W
*
SECTION 21: E/2
BELOW 100' BELOW THE TOTAL DEPTH OF THE
#2-16 WELL

LEASE NUMBER: WY0013110-000 01 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA

GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 15: W/2
SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE
#2-16 WELL

LEASE NUMBER: WY0013110-000 02 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA

GROSS AC: 160.0000
NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013110-000 02 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76
CONT. MAP REF: SW/4-22-28N-114W
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 22: SW/4
FROM THE SURFACE TO 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013110-000 03 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2120
LESSEE: PHILADELPHIA OIL CO OF CALIFORNIA
GROSS AC: 480.0000
NET AC: 480.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 439
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 15: W/2
SECTION 22: SW/4
BELOW 100' BELOW THE TOTAL DEPTH OF THE #2-16 WELL

LEASE NUMBER: WY0013111-000 01 LEASE DATE: 02/01/73 EXPIRATION DATE: 01/31/83

LSE NAME: USA W-38076
LESSEE: JOHN A KOCHERGEN
GROSS AC: 320.0000
NET AC: 320.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 509
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 9: N/2SW/4, E/2SE/4
SECTION 10: SW/4
SURFACE TO 7,740'

LEASE NUMBER: WY0013111-000 02 LEASE DATE: 02/01/73 EXPIRATION DATE: 01/31/83

LSE NAME: USA W-38076
LESSEE: JOHN A KOCHERGEN
GROSS AC: 80.0000
NET AC: 80.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 509
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 9: W/2 SE/4
FROM THE SURFACE TO A DEPTH OF 7,740'

LEASE NUMBER: WY0013112-000 01 LEASE DATE: 12/01/70 EXPIRATION DATE: 11/30/80

LSE NAME: USA W-26615
LESSEE: M R DIGGS, JR
GROSS AC: 40.0000
NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 467
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 5: SW/4SE/4
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WY0013112-000 02 LEASE DATE: 12/01/70 EXPIRATION DATE: 11/30/80

LSE NAME: USA W-26615
LESSEE: M R DIGGS, JR
GROSS AC: 40.0000
NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 467
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114W
*
SECTION 5: SW/4SE/4
BELOW A DEPTH OF 8,838'

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013113-000 01 LEASE DATE: 12/01/67 EXPIRATION DATE: 11/30/77

LSE NAME: USA W-9578 GROSS AC: 1500.6900
LESSEE: JOHN P ELLBOGEN NET AC: 1500.6900

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 3: LOTS 7-10, 15-18 (W/2)
SECTION 4: LOTS 5-14, 19 & 20
SECTION 5: LOTS 5, 6, 13, 20, S/2NE/4, NW/4SE/4
SECTION 9: N/2
SECTION 10: NW/4
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WY0013113-000 02 LEASE DATE: 12/01/67 EXPIRATION DATE: 11/30/77

LSE NAME: USA W-9578 GROSS AC: 160.0000
LESSEE: JOHN P ELLBOGEN NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 4: LOTS 15-18
FROM THE SURFACE TO A DEPTH OF 8,838'

LEASE NUMBER: WY0013113-000 03 LEASE DATE: 12/01/67 EXPIRATION DATE: 11/30/77

LSE NAME: USA W-9578 GROSS AC: 1660.6900
LESSEE: JOHN P ELLBOGEN NET AC: 1660.6900

COUNTY: SUBLETTE WY BOOK : 57 PAGE: 683
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 3: LOTS 7-10, 15-18
SECTION 4: LOTS 5-20
SECTION 5: LOTS 5,6,13,20, S/2NE/4, NW/4SE/4
SECTION 9: N/2
SECTION 10: NW/4
BELOW A DEPTH OF 8,838'

LEASE NUMBER: WY0013114-000 00 LEASE DATE: 12/01/65 EXPIRATION DATE: 11/30/75

LSE NAME: USA W-0320843 GROSS AC: 619.0700
LESSEE: C B WOODMAN, JR NET AC: 619.0700

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 519
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 29 NORTH-RANGE 114 WEST
*
SECTION 33: LOTS 1,2,3,4, NE/4, E/2NW/4, SW/4NW/4, N/2S/2
ALL DEPTHS

LEASE NUMBER: WY0013115-000 00 LEASE DATE: 11/01/66 EXPIRATION DATE: 10/31/76

LSE NAME: USA W-2121 GROSS AC: 40.0000
LESSEE: ** NOT ON FILE ** NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 91 PAGE: 484
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: SW/4NE/4
ALL DEPTHS

EXHIBIT 'A'

PROSPECT : FOGARTY CREEK UNIT

LEASE NUMBER: WY0013116-000 00 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-20038
LESSEE: ** NOT ON FILE **

GROSS AC: 160.0000
NET AC: 160.0000

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 28: E/2NE/4, NW/4NE/4, NW/4SE/4
ALL DEPTHS

LEASE NUMBER: WY0013117-000 00 LEASE DATE: 03/01/69 EXPIRATION DATE: 02/28/79

LSE NAME: USA W-20039
LESSEE: ** NOT ON FILE **

GROSS AC: 40.0000
NET AC: 40.0000

COUNTY: SUBLETTE WY BOOK : 55 PAGE: 626
RECORDED: ENTRY:
LEGAL DESCR: TOWNSHIP 28 NORTH-RANGE 114 WEST
*
SECTION 33: SW/4NE/4
ALL DEPTHS

[redacted] [redacted] [redacted]

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of December, 2002, by and between

Paul Allen, heir to the Estate of Hattie Bair, deceased, and George Bair, deceased,
P. O. Box 525
Pinedale, WY 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale ,Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the

County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 109 West, 6th P.M.
Section 5: Lot 4, SWNW
Section 6: Lot 1, SENE

295136

RECORDED Jan 28 2003 10:10AM
IN BOOK 123 O+G PAGE 655
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Saxton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 159.49 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) , payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation

shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X _____

Paul Allen, heir to the Estate of Hattie Bair, deceased,
And George Bair, deceased

Tax ID # 520-05-7650

INDIVIDUAL NOTARY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Paul Allen, heir to the Estate of Hattie Bair, deceased, and George Bair, deceased 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 15 day of ~~December, 2002.~~ January, 2003

My commission expires:
12/12/06

Notary Public

SUSAN J. HANSON – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Dec. 12, 2006

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of November, 2002, by and between

Charles Walker and Sue Walker, husband and wife
580 East 300 North
Ruppert, Idaho 83350

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

295137

REC'D Jan. 28 2003 10:10 AM
IN BOOK 183 O+G PAGE 657
FEES $ 11.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sexton

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or

reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Charles Walker
Charles Walker

SS# or Tax ID

x Sue Walker
Sue Walker

SS# 517-38-7538

STATE OF IDAHO)
COUNTY OF Minidoka) ss INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Charles Walker ~~and Sue Walker~~, husband ~~and wife~~, known to me to be the person_s_____whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of ~~November~~ January ~~2002.~~ 2003

My commission expires: 4.9.05

Melanie Irigoyen
Notary Public

MELANIE IRIGOYEN
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho)
COUNTY OF Minidoka) ss. INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Sue Walker, known to me to be the person_____whose name is subscribed to the foregoing instrument and acknowledged to me that _S_he____executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th day of January, ~~2001.~~ 2003

My commission expires: 02-02-08

Linda Smith
Notary Public

C:\MyFiles\Forms\

LINDA SMITH
NOTARY PUBLIC
STATE OF IDAHO

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

295268

OIL AND GAS LEASE

RECORDED Feb 4 2003 2:20p
IN BOOK 123 O+G PAGE 659
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY
By Cathy Sorter

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Mary Mikesell and Ken Mikesell, wife and husband
P. O. Box 329
White Sulphur Springs, MT 59645

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more

of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Mary Mikesell
Mary Mikesell, wife

SS# 516 38 0908

x Ken Mikesell
Ken Mikesell, husband

INDIVIDUAL NOTARY

STATE OF MONTANA)
) SS
COUNTY OF Meagher)

BEFORE ME, the undersigned authority, on this day personally appeared Mary and Ken Mikesell, wife and husband, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of January, 2003.

My commission expires:

Oct 22, 2003

Fern C Winton
Notary Public

SEAL
STATE OF MONTANA

MyFiles/MyDocuments

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

Producers 88(DOP)2/00

295269

OIL AND GAS LEASE

RECORDED Feb 4 2003 2:20P
IN BOOK 1230+6 PAGE 6061
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY [illegible] WYOMING
By Cathy Sutton

AGREEMENT, Made and entered into the 11th day of January, 2003, by and between

May Alice Bertoncelj and Peter Bertoncelj, wife and husband
14811 Spaulding Street
Omaha, Nebraska 68116

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants. demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 109 West, 6th PM
Section 5: Lot 4, SW¼NW¼
Section 6: Lot 1, SE¼SE¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 159.49 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one-third the total amount paid, and two annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eights (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eights (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and,

particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x May Alice Bertoncelj

May Alice Bertoncelj

x Peter Bertoncelj

Peter Bertoncelj,

Tax ID # 520-36-0704

INDIVIDUAL NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF Douglas)

BEFORE ME, the undersigned authority, on this day personally appeared May Alice Bertoncelj and Peter Bertoncelj, wife and husband, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of January, 2003.

My commission expires:

10/17/05

Ann C. Kadleo
Notary Public

GENERAL NOTARY - State of Nebraska
ANN C. KADLEC
My Comm. Exp. Oct. 17, 2005

MyFiles/Forms

[redacted] [redacted] [redacted]

2

CORRECTION OF DESCRIPTION OF LEASE

WHEREAS, the undersigned, as the lessor, did under the date of July 1, 2002, make and execute unto Contex Energy Company as lessee, that certain oil and gas lease, covering the certain lands owned by me, situated in Sublette County. State of Wyoming, and described in said lease 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

containing 635.67 acres more or less

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 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/2NE/4**
Section 10: NE/4SW/4, NW/4SE/4, S/2SE/4
Section 11: S/2NW/4, N/2SW/4

Containing 635.67 acres more or less

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, I do hereby declare that it was and is my intention to lease for oil and gas purposes the identical tract of land last above described; and I 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 seals this 18th day of Dec, 2002

Mary A Bridger

Mary A. Bridger, a married woman dealing in her sole and separate property

295270

RECORDED Feb. 4 2003 2:20pm
IN BOOK 123 OR 3 PAGE 663
FEES $ 8.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soth

ACKNOWLEDGEMENT

STATE OF Montana
COUNTY OF Gallatin

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of Dec., 2002, personally appeared Mary A. Bridger

, 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 free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 8-8-2005

MARSHA POLENSKY NOTARIAL SEAL STATE OF MONTANA

Marsha Polensky
Notary Public
Address: 2800 W. Main
Bozeman, Mt
59718

Horse Creek 75805.012

663

WHEN RECORDED MAIL TO:
Wesley C. Wootton
791 East 650 South
Centerville, Utah 84014

295271

RECORDED Feb 4 2003 2:20 PM
IN BOOK 1230-G PAGE 6164
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Loft

IN THE MATTER OF U.S. OIL AND GAS LEASE BEARING SERIAL NOS. EV-022769 AND EV-022769-A COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE, STATE OF WYOMING

ASSIGNMENT OF ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, under date of October 1, 1949, the United States of America issued unto Stanley F. Bonnett and assigned to Belco Petroleum Corporation as Lessee, that certain U.S. Oil and Gas Lease bearing Serial Nos. EV-022769 and EV-022769-A affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

EV-022769-A: Sec. 1: Lots 3, 4, S/2 NW/4, SW/4
Sec. 2: Lots 1, 2, 3, 4, S/2 NE/4, SE/4 NW/4, S/2, T-29-N, R-113-W.

EV-022769: Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, SW/4, S/2 SE/4, NW/4 SE/4
Sec. 4: Lots 1, 2, 3, S/2 NE/4, SE/4 NW/4, NE/4 SW/4, S/2 SE/4, T-29-N, R-113-W.
Sec. 33: E/2, E/2 W/2, T-30-N, R-113-W. and,

WHEREAS, in a document executed July 1, 1983, and recorded in the office of the Sublette County Recorder, State of Wyoming, on July 13, 1983, as Entry No. 197067 in Book 68 O&G, Page 481, Luna C. Wootton assigned all of her one and one-half percent (1 ½%) overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the said lands, under and pursuant to the Oil and Gas Lease, to Richard Wootton, Jean W. Celio, Wesley C. Wootton, and James C. Wootton, as joint tenants with full rights of survivorship, inuring to and binding upon the parties, their heirs, successors, administrators, executors and assigns. and,

WHEREAS, Richard Wootton, Jean W. Celio, Wesley C. Wootton, and James C. Wootton, as joint tenants with full rights of survivorship, are the present owners and holders of a one and one-half percent (1 ½%) overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the said lands, under and pursuant to the Oil and Gas Lease. and,

NOW, THEREFORE, in consideration of Ten Dollars and no Cents ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Wesley C. Wootton** does hereby set over, transfer and assign all of his right, title and interest in and to that one and one-half percent (1 ½%) overriding royalty interest to:

WESLEY C. WOOTTON AND CONSTANCE O. WOOTTON, CO-TRUSTEES, THE WESLEY C. WOOTTON AND CONSTANCE O. WOOTTON REVOCABLE LIVING TRUST, DATED THE 9 DAY OF JULY, 2002.

This Assignment Of Royalty Interest shall inure to and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment Of Royalty Interest has been executed this 16 day of JANUARY, 2003.

Wesley C. Wootton

Wesley C. Wootton

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the 16 day of January, 2003, personally appeared before me **Wesley C. Wootton**, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

Corlynn Tingey

NOTARY PUBLIC

Residing at Centerville, Ut

My Commission Expires:

08-15-05

NOTARY PUBLIC
CORLYNN TINGEY
200 East Pages Lane
Centerville, Utah 84014
Commission Expires
August 15, 2005
STATE OF UTAH

Cololo

261888-01

ASSIGNMENT

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

WHEREAS, STARWOOD, INC, a Colorado 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 executed and effective this 19th day of December, 2002.

STARWOOD, INC.

By: Don R. Holloway
Don R. Holloway

Title: President

STATE OF COLORADO §
§
COUNTY OF PITKIN §

The foregoing instrument was executed before me this 10th day of January, 2003, by Don R. Holloway, as President of Starwood, Inc., a Colorado Corporation, on behalf of said corporation.

Rebecca S. McDaniel
Notary Public in and for the State of Colorado

Print Name: Rebecca S. McDaniel

My Commission Expires:

2/19/2003

295272

RECORDED Feb 4 03 2:20PM
IN BOOK 123 O&G PAGE 6606
FEES $ 11.00 Mary L Lyttle CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sisto

Page 1 of 1

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EXHIBIT "A"

Attached to and made a part of that certain
Assignment dated 12/19/2002
by and between Burlington Resources Oil & Gas Company LP,
and Starwood, Inc.

Lessor:	Michael D. Marincic and Brenda Dunford, as Trusteés 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: NW/4 NE/4

6068

295342

RECORDED Feb. 7 03 8:50a
IN BOOK 123 OR6 6068
FEES $ 15.00 Mary L Lankford
SUBLETTE COUNTY, PINEDALE
By Cathy Scates

ASSIGNMENT

I, ANNITA A. EALUM, of 3720 E. 18th Street, Casper, Wyoming as Grantor for ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do by this assign, sell, grant, bargain, transfer and set over unto ANNITA A. EALUM, Trustee, or her successors in trust, under the ANNITA A. EALUM LIVING TRUST, dated March 18, 2002, and any amendments thereto, as Grantee any and all interest Grantor now or hereafter may have in and to the royalty interests in the following described:

T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 5, NW¼NW¼
JONAH 1-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900081.1

SEC 5, Lot 1 NE¼NE¼
JONAH 1-5X, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900083.1

SEC 5, NW¼SE¼
JONAH 2-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900092.1

SEC 5, NE¼NW¼
JONAH 3-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900102.1

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T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 5, SW¼SW¼
JONAH 5-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900115.1

SEC 5, SE¼SW¼
JONAH 6-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900119.1

SEC 5, SW¼SE¼
JONAH 7-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900122.1

SEC 5, SE¼SE¼
JONAH 8-5, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900125.1

SEC 6, SE¼SE¼
JONAH 1-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900084.1

SEC 6, Lot 1 NE¼NE¼
JONAH 1-6X, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900086.1

SEC 6, Lot 3 NE¼NW¼
JONAH 3-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900103.1

SEC 6, Lot 4 NW¼NW¼
JONAH 4-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900111.1

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T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 6, SW¼SW¼
JONAH 5-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900116.1

SEC 6, SE¼SW¼
JONAH 6-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900120.1

SEC 6, SW¼NE¼
JONAH 7-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900123.1

SEC 6, SE¼SE¼
JONAH 8-6, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900126.1

SEC 7, NE¼NE¼
JONAH 1-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900087.1

SEC 7, NE¼NE¼
JONAH 1-7X, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900088.1

SEC 7, NW¼SW¼
JONAH 2-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900093.1

SEC 7, NW¼SW¼
JONAH 3-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900104.1

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T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 7, NE¼NW¼
JONAH 3-7X, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900105.1

SEC 7, NW¼NW¼
JONAH 4-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900112.1

SEC 7, SW¼NW¼
JONAH 5-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900117.1

SEC 7, SE¼NW¼
JONAH 6-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900121.1

SEC 7, SW¼NE¼
JONAH 7-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900124.1

SEC 7, SE¼NE¼
JONAH 8-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900127.1

SEC 7, NE¼SW¼
JONAH 11-7
Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900341.1

T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 7, NW¼SW¼
JONAH 12-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900076.1

SEC 7, SW¼SW¼
JONAH 13-7, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900077.1

SEC 8, NE¼NE¼
JONAH 1-8, Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900089.1

SEC 8, C-NW¼
JONAH 2-8, Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900094.1

SEC 8, NW¼NW¼
JONAH 2-8A, Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900095.1

SEC 8, NE¼NW¼
JONAH 3-8X, Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900107.1

SEC 8, SW¼NW¼
JONAH 5-8, Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900118.1

SEC 18, NW¼NW¼
JONAH 4-18, Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900108.1

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T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 29, SW¼NW¼
HACIENDA 5-29
Sublette County, Wyoming
Federal Lease No. WYW-142000
Well 4900459.1

T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 1, NE¼NE¼
YELLOW POINT 1-1
Sublette County, Wyoming
Federal Lease No. WYW-141882
Well 4900291.1

SEC 1, SW¼SE¼
YELLOW POINT 7-1
Sublette County, Wyoming
Federal Lease No. WYW-141882
Well 4900330.1

SEC 2, NE¼SE¼
YELLOW POINT 1-2
Sublette County, Wyoming
Federal Lease No. WYW-130730
Well 4900296.1

SEC 2, SE¼SE¼
YELLOW POINT 8-2
Sublette County, Wyoming
Federal Lease No. WYW-130730
Well 4900336.1

SEC 11,NE¼NE¼
CORONA 1-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900046.1

T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 11, NW¼NE¼
CORONA 2-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900051.1

SEC 11, SW¼NE¼
CORONA 7-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900056.1

SEC 11, SE¼NE¼
CORONA 8-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900060.1

SEC 11, NE¼SE¼
YELLOW POINT 9-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900337.1

SEC 11, NW¼SE¼
YELLOW POINT 10-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900427.1

SEC 11, SW¼SE¼
YELLOW POINT 15-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900305.1

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T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 11, SE¼SE¼
YELLOW POINT 16-11
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900309.1

SEC 12, NE¼NE¼
YELLOW POINT 1-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900294.1

SEC 12, NW¼NE¼
YELLOW POINT 2-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900314.1

SEC 12, NE¼NW¼
YELLOW POINT 3-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900316.1

SEC 12, NW¼NW¼
YELLOW POINT 4-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900320.1

SEC 12, SW¼NW¼
YELLOW POINT 5-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900322.1

T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 12, SE¼NW¼
YELLOW POINT 6-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900328.1

SEC 12, SW¼NE¼
YELLOW POINT 7-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900331.1

SEC 12, SE¼NE¼
YELLOW POINT 8-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900334.1

SEC 12, NE¼SE¼
YELLOW POINT 9-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900338.1

SEC 12, NW¼SE¼
YELLOW POINT 10-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900288.1

SEC 12, NE¼SW¼
YELLOW POINT 11-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900292.1

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T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 12, NW¼SW¼
YELLOW POINT 12-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900297.1

SEC 12, SW¼SW¼
YELLOW POINT 13-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900299.1

SEC 12, SE¼SW¼
YELLOW POINT 14-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900302.1

SEC 12, SW¼SE¼
YELLOW POINT 15-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900306.1

SEC 12, SE¼SE¼
YELLOW POINT 16-12
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900310.1

SEC 13, NE¼NE¼
YELLOW POINT 1-13
Sublette County, Wyoming
Federal Lease No. WYW-130730
Well 4900295.1

T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 13, NW¼NE¼
YELLOW POINT 2-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900315.1

SEC 13, NE¼NW¼
YELLOW POINT 3-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900317.1

SEC 13, NW¼NW¼
YELLOW POINT 4-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900321.1

SEC 13, SW¼NW¼
YELLOW POINT 5-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900323.1

SEC 13, SE¼NW¼
YELLOW POINT 6-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900329.1

SEC 13, SW¼NE¼
YELLOW POINT 7-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900332.1

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T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 13, SE¼NE¼
YELLOW POINT 8-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900335.1

SEC 13, NW¼SE¼
YELLOW POINT 10-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900289.1

SEC 13, NE¼SW¼
YELLOW POINT 11-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900293.1

SEC 13, NW¼SW¼
YELLOW POINT 12-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900298.1

SEC 13, SW¼SW¼
YELLOW POINT 13-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900300.1

SEC 13, SE¼SW¼
YELLOW POINT 14-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900303.1

T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 14, NE¼NE¼
CORONA 1-14
Sublette County, Wyoming
Federal Lease No. WYW-130232
Well 4900048.1

SEC 14, NW¼NE¼
CORONA 2-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900052.1

SEC 14, NW¼NE¼
CORONA 7-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900057.1

SEC 14, SE¼NE¼
CORONA 8-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900061.1

SEC 14, NE¼SE¼
YELLOW POINT 9-14
Sublette County, Wyoming
Federal Lease No. WYW128039
Well 4900340.1

SEC 14, NW¼SE¼
YELLOW POINT 10-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900290.1

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T. 28 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 14, NW¼SE¼
YELLOW POINT 11-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900428.1

SEC 14, SE¼SW¼
YELLOW POINT 14-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900304.1

SEC 14, SW¼SE¼
YELLOW POINT 15-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900308.1

SEC 14, SE¼SE¼
YELLOW POINT 16-14
Sublette County, Wyoming
Federal Lease No. WYW-128039
Well 4900312.1

SEC 15, SW¼SE¼
YELLOW POINT 15-13
Sublette County, Wyoming
Federal Lease No. WYW-141883
Well 4900307.1

T. 29 N., R. 107 W., 6th P.M., Sublette County, Wyoming

SEC 9, NE¼NE¼
ANTELOPE 1-9
Sublette County, Wyoming
Property No: K32422300BSE - 001
Federal Lease No. WYW-142261

T. 29 N., R. 107 W., 6th P.M., Sublette County, Wyoming

SEC 9, NW¼NE¼
ANTELOPE 2-9
Sublette County, Wyoming
Property No: K3242400BSE - 001
Federal Lease No. WYW-142261

SEC 9, NE¼NW¼
ANTELOPE 3-9
Sublette County, Wyoming
Federal Lease No. WYW-142261

SEC 19, NW¼NW¼
CABRITO 4-19
Sublette County, Wyoming
Federal Lease No. WYW-127192
Well 4900633.1

SEC 19, SW¼NW¼
CABRITO 5-19
Sublette County, Wyoming
Federal Lease No. WYW-127192
Well 4900032.1

SEC 19, SW¼SW¼
CABRITO 13-19
Sublette County, Wyoming
Federal Lease No. WYW-127192
Well 4900012.1

SEC 19, SE¼SW¼
CABRITO 15-19
Sublette County, Wyoming
Federal Lease No. WYW-127192
Well 4900020.1

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T. 29 N., R. 107 W., 6th P.M., Sublette County, Wyoming

SEC 29, NW¼SE¼
CABRITO 10-29
Sublette County, Wyoming
Federal Lease No. WYW-127192
Well 4900001.0

SEC 30, SE¼SW¼
CABRITO 4-30
Sublette County, Wyoming
Federal Lease No. WYW-102717
Well 4900031.1

SEC 30, SW¼NE¼
CABRITO 7-30
Sublette County, Wyoming
Federal Lease No. WYW-102717
Well 4900039.1

SEC 30, NE¼SW¼
CABRITO 11-30
Sublette County, Wyoming
Federal Lease No. WYW-102717
Well 4900006.1

SEC 30, SW¼SW¼
CABRITO 13-30
Sublette County, Wyoming
Federal Lease No. WYW-102717
Well 4900015.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 9, SW¼NW¼
STUD HORSE BUTTE 5-9
Sublette County, Wyoming
Federal Lease No. WYW-118154
Well 4900247.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 13, SW¼SW¼
CABRITO 13-13
Sublette County, Wyoming
Federal Lease No. WYW-126677
Well 4900011.1

SEC 13, SW¼SE¼
CABRITO 15-13
Sublette County, Wyoming
Federal Lease No. WYW-126677
Well 4900019.1

SEC 14, NE¼SE¼
STUD HORSE BUTTE 9-14
Sublette County, Wyoming
Federal Lease No. WYW-128703
Well 4900271.1

SEC 14, SW¼SE¼
STUD HORSE BUTTE 15-14
Sublette County, Wyoming
Federal Lease No. WYW-128703
Well 4900184.1

SEC 14, SE¼SE¼
STUD HORSE BUTTE 16-14
Sublette County, Wyoming
Federal Lease No. WYW-128703
Well 4900201.1

SEC 15, NE¼SE¼
STUD HORSE BUTTE 9-15
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900682.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 15, SW¼SE¼
STUD HORSE BUTTE 15-15
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900185.1

SEC 15, SE¼SE¼
STUD HORSE BUTTE 16-15
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900202.1

SEC 17, NE¼NW¼
STUD HORSE BUTTE 3-17
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900217.1

SEC 17, NW¼SE¼
STUD HORSE BUTTE 5-17
Sublette County, Wyoming
Federal Lease No. WYW-118154
Well 4900235.1

SEC 17, SW¼SW¼
STUD HORSE BUTTE 13-17
Sublette County, Wyoming
Federal Lease No. WYW-118154
Well 4900164.1

SEC 17, SW¼SE¼
STUD HORSE BUTTE 15-17
Sublette County, Wyoming
Federal Lease No. WYW-118154
Well 4900187.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 19, NE¼NE¼
CORONA 1-19 BP f/k/a STUD HORSE BUTTE 1-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900150.1

SEC 19, NE¼NE¼
CORONA 2-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900053.1

SEC 19, SE¼NE¼
CORONA 7-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900058.1

SEC 19, SE¼NE¼
CORONA 8-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900062.1

SEC 19, NE¼SE¼
STUD HORSE BUTTE 9-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900274.1

SEC 19, SW¼SE¼
STUD HORSE BUTTE 15-19
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900188.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 20, NE¼NW¼
STUD HORSE BUTTE 3-20X
Sublette County, Wyoming
Federal Lease No. WYW-125948
Well 4900218.1

SEC 20, NW¼NW¼
STUD HORSE BUTTE 4-20
Sublette County, Wyoming
Federal Lease No. WYW-125948
Well 4900603.1

SEC 20, SW¼NW¼
STUD HORSE BUTTE 5-20
Sublette County, Wyoming
Federal Lease No. WYW-125948
Well 4900236.1

SEC 20, SW¼SW¼
STUD HORSE BUTTE 13-20
Sublette County, Wyoming
Federal Lease No. WYW-125948
Well 4900166.1

SEC 20, SE¼SE¼
STUD HORSE BUTTE 16-20
Sublette County, Wyoming
Federal Lease No. WYW-125948
Well 4900204.1

SEC 22, SE¼NW¼
STUD HORSE BUTTE 3-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900219.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 22, NW¼NW¼
STUD HORSE BUTTE 4-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900606.1

SEC 22, SW¼NW¼
STUD HORSE BUTTE 5-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900237.1

SEC 22, SE¼NW¼
STUD HORSE BUTTE 6-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900607.1

SEC 22, NE¼SE¼
STUD HORSE BUTTE 9-22
Sublette County, Wyoming
Federal Lease No. WYW- FEE
Well 4900275.1

SEC 22, NW¼SE¼
STUD HORSE BUTTE 10-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900608.1

SEC 22, NE¼SW¼
STUD HORSE BUTTE 11-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900138.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 22, NW¼SE¼
STUD HORSE BUTTE 15-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900189.1

SEC 22, SW¼SE¼
STUD HORSE BUTTE 15-22X
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900609.1

SEC 22, SE¼SE¼
STUD HORSE BUTTE 16-22
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900205.1

SEC 25, NE¼NE¼
CABRITO 1-25
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900010.1

SEC 25, NE¼NW¼
CABRITO 3-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900028.1

SEC 25, SE¼SW¼
CABRITO 4-25
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900030.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 25, SW¼SW¼
CABRITO 5-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900033.1

SEC 25, SE¼NW¼
CABRITO 6-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900037.1

SEC 25, SW¼NE¼
CABRITO 7-25
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900038.1

SEC 25, NE¼SE¼
CABRITO 9-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900003.1

SEC 25, NW¼SE¼
CABRITO 10-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900004.1

SEC 25, NE¼SW¼
CABRITO 11-25
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900005.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 25, NW¼SW¼
CABRITO 12-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900008.1

SEC 25, SW¼SW¼
CABRITO 13-25
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900013.1

SEC 25, SE¼SW¼
CABRITO 14-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900016.1

SEC 25, SW¼SE¼
CABRITO 15-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900022.1

SEC 25, SW¼SE¼
CABRITO 16-25
Sublette County, Wyoming
Federal Lease No. WYW-141756
Well 4900025.1

SEC 26, NE¼NE¼
STUD HORSE BUTTE 1-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900157.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 26, NW¼NE¼
STUD HORSE BUTTE 2-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900210.1

SEC 26, NE¼NW¼
STUD HORSE BUTTE 3-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900220.1

SEC 26, NW¼NW¼
STUD HORSE BUTTE 4-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900230.1

SEC 26, SW¼NW¼
STUD HORSE BUTTE 5-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900238.1

SEC 26, SE¼NW¼
STUD HORSE BUTTE 6-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900248.1

SEC 26, SW¼NE¼
STUD HORSE BUTTE 7-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900256.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 26, SE¼NE¼
STUD HORSE BUTTE 8-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900423.1

SEC 26, NE¼SE¼
STUD HORSE BUTTE 9-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900276.1

SEC 26, NW¼SE¼
STUD HORSE BUTTE 10-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900129.1

SEC 26, NE¼SW¼
STUD HORSE BUTTE 11-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900139.1

SEC 26, NW¼SW¼
STUD HORSE BUTTE 12-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900153.1

SEC 26, SW¼SW¼
STUD HORSE BUTTE 13-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900168.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 26, SE¼SW¼
STUD HORSE BUTTE 14-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900180.1

SEC 26, SW¼SE¼
STUD HORSE BUTTE 15-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900190.1

SEC 26, SE¼SE¼
STUD HORSE BUTTE 16-26
Sublette County, Wyoming
Federal Lease No. WYW-127749
Well 4900206.1

SEC 28, NE¼NE¼
STUD HORSE BUTTE 1-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900159.1

SEC 28, NW¼NE¼
STUD HORSE BUTTE 2-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900212.1

SEC 28, NE¼NW¼
STUD HORSE BUTTE 3-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900222.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 28, NW¼NW¼
STUD HORSE BUTTE 4-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900368.1

SEC 28, SE¼SW¼
STUD HORSE BUTTE 6-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900419.1

SEC 28, NE¼SE¼
STUD HORSE BUTTE 9-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900278.1

SEC 28, NW¼SE¼
STUD HORSE BUTTE 10-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900343.1

SEC 28, NE¼SW¼
STUD HORSE BUTTE 11-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900141.1

SEC 28, NW¼SW¼
STUD HORSE BUTTE 12-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900348.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 28, SW¼SW¼
STUD HORSE BUTTE 13-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900170.1

SEC 28, SW¼SE¼
STUD HORSE BUTTE 15-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900192.1

SEC 28, SE¼SE¼
STUD HORSE BUTTE 16-28
Sublette County, Wyoming
Federal Lease No. WYW-125950
Well 4900359.1

SEC 29, NE¼NE¼
STUD HORSE BUTTE 1-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900352.1

SEC 29, NW¼NE¼
STUD HORSE BUTTE 2-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900364.1

SEC 29, NE¼NW¼
STUD HORSE BUTTE 3-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900223.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 29, NW¼NW¼
STUD HORSE BUTTE 4-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900369.1

SEC 29, SW¼NW¼
STUD HORSE BUTTE 5-29
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900241.1

SEC 29, SE¼NW¼
STUD HORSE BUTTE 6-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900420.1

SEC 29, SW¼NE¼
STUD HORSE BUTTE 7-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900259.1

SEC 29, NE¼SE¼
STUD HORSE BUTTE 9-29
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900279.1

SEC 29, NE¼SW¼
STUD HORSE BUTTE 11-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900142.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 29, NW¼SW¼
STUD HORSE BUTTE 12-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900349.1

SEC 29, SW¼SW¼
STUD HORSE BUTTE 13-29
Sublette County, Wyoming
Federal Lease No. WYW-141879
Well 4900171.1

SEC 29, SW¼SE¼
STUD HORSE BUTTE 15-29
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900194.1

SEC 30, C NE
CORONA 1-30 BP f/k/a STUD HORSE BUTTE 1-30
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900160.1

SEC 30, NW¼NE¼
CORONA 2-30X
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900054.1

SEC 30, SW¼NE¼
STUD HORSE BUTTE 7-30
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900260.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 30, NW¼NE¼
CORONA 8-30X
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900063.1

SEC 30, NE¼SE¼
STUD HORSE BUTTE 9-30
Sublette County, Wyoming
Federal Lease No. WYW-138876X
Well 4900280.1

SEC 30, NE¼SW¼
CORONA 11-30
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900047.1

SEC 30, SE¼SW¼
CORONA 14-30
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900049.1

SEC 30, 660 FSL, 1980 FEL
CORONA STUD HORSE BUTTE 15-30 f/k/a STUD HORSE BUTTE 15-30
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900195.1

SEC 31, C-NE¼
CORONA 1-31 f/k/a STUD HORSE BUTTE 1-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900162.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 31, NW¼NE¼
CORONA 2-31X
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900055.1

SEC 31, NE/4 NW/4
STUD HORSE BUTTE 3-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900224.1

SEC 31, 1980 FNL 1980 FWL
CORONA 6-31 ENCAN f/k/a STUD HORSE BUTTE 6-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900249.1

SEC 31, SW/4 NE/4
CORONA 7-31 BP f/k/a STUD HORSE BUTTE 7-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900261.1

SEC 31, SE¼NE¼
CORONA 8-31X
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900064.1

SEC 31, NE/4 SE/4
CORONA 9-31 ENCANA f/k/a STUD HORSE BUTTE 9-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900281.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 31, NE¼ SW¼
CORONA 11-31 BP f/k/a STUD HORSE BUTTE 11-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900143.1

SEC 31, SE/4 SW/4
CORONA 14-31 BP f/k/a STUD HORSE BUTTE 14-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900181.1

SEC 31, SW/4 SE/4
CORONA 15-31 ENCANA f/k/a STUD HORSE BUTTE 15-31
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900196.1

SEC 32, NE¼NE¼
STUD HORSE BUTTE 1-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900165.1

SEC 32, NE¼NW¼
STUD HORSE BUTTE 3-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900225.1

SEC 32, SW¼NW¼
STUD HORSE BUTTE 5-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900242.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 32, SW¼NE¼
STUD HORSE BUTTE 7-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900262.1

SEC 32, NE¼SE¼
STUD HORSE BUTTE 9-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900282.1

SEC 32, NE¼SW¼
STUD HORSE BUTTE 11-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900144.1

SEC 32, SW¼SW¼
STUD HORSE BUTTE 13-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900173.1

SEC 32, SW¼SE¼
STUD HORSE BUTTE 15-32
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900197.1

SEC 33, NE¼NE¼
STUD HORSE BUTTE 1-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900172.1

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T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 33, NW¼NE¼
STUD HORSE BUTTE 2-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900366.1

SEC 33, NE¼NW¼
STUD HORSE BUTTE 3-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900226.1

SEC 33, SW¼NW¼
STUD HORSE BUTTE 5-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900243.1

SEC 33, SE¼NW¼
STUD HORSE BUTTE 6-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900422.1

SEC 33, SW¼NE¼
STUD HORSE BUTTE 7-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900263.1

SEC 33, NE¼SE¼
STUD HORSE BUTTE 9-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900283.1

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming

SEC 33, NW¼SE¼
STUD HORSE BUTTE 10-33
Sublette County, Wyoming
Federal Lease No. WYW-125943
Well 4900130.1

SEC 33, NE¼SW¼
STUD HORSE BUTTE 11-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900145.1

SEC 33, NE¼SW¼
STUD HORSE BUTTE 11-33X
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900346.1

SEC 33, SW¼SW¼
STUD HORSE BUTTE 13-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900174.1

SEC 33, SW¼SE¼
STUD HORSE BUTTE 15-33
Sublette County, Wyoming
Federal Lease No. WYW-125944
Well 4900198.1

T. 29 N., R. 109 W., 6th P.M., Sublette County, Wyoming

SEC 24, SW¼NE¼
CORONA 7-24
Sublette County, Wyoming
Federal Lease No. WYW-125949
Well 4900059.1

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T. 30 N., R. 107W., 6th P.M., Sublette County, Wyoming

SEC 31, SW¼NE¼
RAINBOW 7-31
Sublette County, Wyoming
Federal Lease No. WYW-118148

SEC 31, SW¼NE¼
RAINBOW 7-31 : PINEDALE ANTICLINE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: K32424300BSE - 001

SEC 31, NE¼SW¼
RAINBOW 11-31
Sublette County, Wyoming
Property No: K32424200BSE - 001
Federal Lease No. WYW-118148

SEC 32, SE¼SW¼- 40 ACRES
RAINBOW 11-32 LANCE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: 4113.01

SEC 32, NE¼SW¼
RAINBOW 11-32D: PINEDALE ANTICLINE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: K32370900BSE - 001

SEC 32, SW¼SW¼ - 40 ACRES
RAINBOW 12-32 LANCE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: 4114.01

T. 30 N., R. 107W., 6th P.M., Sublette County, Wyoming

SEC 32, NW¼SW¼
RAINBOW 12-32: PINEDALE ANTICLINE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: K32371000BSE – 002

SEC 32, SW¼SW¼- 40 ACRES
RAINBOW 13-32 LANCE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: 4739.01

SEC 32, SW¼SW¼
RAINBOW 13-32: PINEDALE ANTICLINE
Sublette County, Wyoming
Federal Lease No. WYW-118148
Property No: K32371600BSE - 002

In witness whereof, the undersigned has set hereunto her hand this 19 day of December 2002.

Amita A. Ealum
Amita A. Ealum

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Assignment was acknowledged before me on this 19th day of December, 2002, by Annita A. Ealum.

Witness my hand and official seal.

NOTARY PUBLIC
KEITH HAGEMAN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires May. 21, 2006

Keith Hageman
Notary Public

My Commission Expires: 5/21/2006

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295343

Producers 88(DOP)2/00

OIL AND GAS LEASE

Filed Feb. 7 2003 8:55a
Book 123046 Page 708
Fee $ 11.00 Marie L. Robertson
By Cathy Sorensen

AGREEMENT, Made and entered into the 3rd day of January, 2003, by and between

Nancy Reinwald and Ted Reinwald, wife and husband
219 Elman Lane
Pinedale, WY 82941

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 109 West, 6th P.M.
Section 6: Lot 1 (40.64), SE¼NE¼, E½SE¼
Section 8: SE¼
Section 9: That part of the West half of the Southwest Quarter of Section 9, more particularly described as follows:
Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South half of said Section 9, a distance of 772 feet; thence proceeding South 06°30' East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning.
Containing 60 acres, more or less.
Section 17: NE¼, E½SE¼
Section 21: NW¼

Township 35 North, Range 109 West, 6th P.M.
Section 31: E½SE¼
Section 32: W½NW¼, NW¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 980.64 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Nancy Reinwald
Nancy Reinwald, wife

SS or Tax ID # 529-50-1779

X Ted Reinwald
Ted Reinwald, husband

SS or Tax ID # 542-34-9088

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

INDIVIDUAL NOTARY

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Reinwald and Ted Reinwald, wife and husband, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27TH day of January, 2003.

My commission expires: 5/17/06.

Notary Public

710

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295344

Feb. 7 2003 8:55p
123 O+G 710
11.00 Mary L Littlefield
By Cathy Scott

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Bill Walker and Dorene Walker, husband and wife
P. O. Box 353
La Plata, New Mexico 87418

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more

of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X _____
Bill Walker, husband

SS# 517-72-3639

X Dorene Walker
Dorene Walker, wife

Dorene Walker

INDIVIDUAL NOTARY

STATE OF NEW MEXICO)
) SS
COUNTY OF San Juan

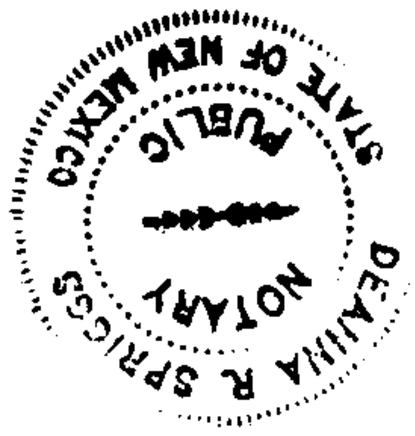
BEFORE ME, the undersigned authority, on this day personally appeared Bill Walker and Dorene Walker, husband and wife, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of January, 2007.3

My commission expires:

9-29-06

Deanna R. Spiess
Notary Public



MyFiles/MyDocuments

712

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

285345

Feb. 7 2003 8:55a
123 O&G 712
11.00

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of December, 2002, by and between

Pat Haugan and Hal Haugan, wife and husband
P. O. Box 667
White Sulphur Spring, MT 59645

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:
WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the

County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more

of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Pat Haugan
Pat Haugan, wife

x Hal Haugan
Hal Haugan, husband

SS# 517-72-8627

INDIVIDUAL NOTARY

STATE OF MONTANA)
) SS
COUNTY OF Meagher

BEFORE ME, the undersigned authority, on this day personally appeared Pat Haugan and Hal Haugan, wife and husband, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, ~~2002~~ 2003 cdl

My commission expires:
8/25/04

Connie L Davis
Notary Public
Residing At White Sulphur Springs, MT
Meagher County

MyFiles/MyDocuments

714

When recorded send to:
Dolar Energy, LLC
935 E. South Union Ave., Suite D-202
Midvale, UT 84047-2393

295346

Feb. 7 2003 8:55a
123 0+G 714
11.00
By Cathy Sloton

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of January, 2003, by and between

Sally Johnsen and Jessup Johnsen, wife and husband
14011 South Sands Road
Valleyford, WA 99036

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 109 West, 6th P.M.

Section 6:	Lot 1 (40.64), SE¼NE¼, E½SE¼
Section 8:	SE¼, SW¼NE¼
Section 9:	That part of the W½SW¼, more particularly described as follows: Beginning at the West quarter corner of Section 9 and proceeding Easterly along the North line of the South half of said Section 9, a distance of 772 feet; thence proceeding South 06°30' East to the South line of Section 9, thence West to the Southwest corner of Section 9, thence North to the point of beginning. Containing 60.00 acres, more or less.
Section 17:	NE¼, E½SE¼
Section 21:	NW¼
Section 30:	NE¼NE¼ excepting the South 18 acres thereof.
Section 30 and 31:	That part of the SW¼SE¼ of Section 30 and that part of the NE¼ of Section 31, described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence South 2640 feet to the center quarter corner of Section 31; thence East 2640 feet to the quarter corner common to Sections 31 and 32, thence North 1061 feet; thence North 38°16' West344 feet; thence North 20°15' West 447 feet; thence North 72°42' West501 feet; thence South 73°55' West, 297 feet; thence North 23°35' West,506 feet; thence North 44°03' West 297 feet; thence North 12°00' West 708 feet; thence North 22°04' West 852 feet; thence South 89°44' West 634 feet; thence South 1333 feet to the point of beginning.

Township 35 North, Range 109 West, 6th P.M.

Section 31:	E½SE¼
Section 32:	W½NW¼, NW¼SW¼

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 1,178.67 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filling for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to houses, barns, or other facilities, including Lessors water facilities now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

[redacted] [redacted] [redacted]

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Sally Johnsen
Sally Johnsen

X Jessup Johnsen
Jessup Johnsen

Tax ID # 529-50-1728

Tax ID # 529-40-6273

INDIVIDUAL NOTARY

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Sally Johnsen and Jessup Johnsen, wife and husband, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of January, 2003.

My commission expires:
12-1-06

PETRONILA A. BILL
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES DECEMBER 1, 2006

Petronila A. Bill
Notary Public

MyDocumentsJohnsonLse

716

FOURTH ADDENDUM
to
MORTGAGE,
SECURITY AGREEMENT
and
ASSIGNMENT

WHEREAS, on the 30th day of March, 1999, **DOUBLE EAGLE PETROLEUM CO.,** formerly known as Double Eagle Petroleum and Mining Company, a Maryland Corporation (hereinafter referred to as "Borrower"), entered into a Mortgage, Security Agreement and Assignment (hereinafter referred to as "Mortgage"), with **AMERICAN ENERGY FINANCE**, the predecessor in interest to **AMERICAN NATIONAL BANK** (hereinafter collectively referred to as "Bank"), which was recorded with the County Clerks where the original lands were located; and

WHEREAS, the Mortgage secured a Five Hundred Thousand Dollar ($500,000.00) Line of Credit; and

WHEREAS, the Borrower and Bank in a First Addendum to Mortgage, Security Agreement and Assignment date January 4, 2000 expanded the Line of Credit with a new Promissory Note from American National Bank having a maximum amount of Three Million Dollars ($3,000,000.00) or Borrowing Base as established in the Loan Commitment Agreement dated December 2, 1999, whichever is the lessor amount; and

WHEREAS, the Borrower and Bank in a Second Addendum to Mortgage, Security Agreement and Assignment dated August 15, 2001 established the amount of the Line of Credit at Three Million Dollars ($3,000,000.00) and included additional lands in Fremont, Sublette and Carbon Counties, Wyoming as security for the Line of Credit and assign the secured interest from American Energy Finance to American National Bank; and

WHEREAS, the Borrower and Bank in a Third Addendum to Mortgage, Security Agreement and Assignment dated October 10, 2002 increased the amount of the Line of Credit to a maximum amount of Four Million Two Hundred Fifty Thousand Dollars ($4,250,000.00); and

WHEREAS, the Borrower and Bank desire to increase the amount of the Line of Credit to a maximum amount of Five Million Two Hundred and Fifty Thousand Dollars ($5,250,000.00).

NOW, THEREFORE, in consideration of the increase of Borrower's Line of Credit, the Borrower and Bank agree as follows:

1. The amount of the Line of Credit in the Mortgage available to Borrower from Bank through a Promissory Note of even date herewith at a Wall Street Journal Prime interest rate shall be amended and increased to a maximum amount of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000.00) and said increased amount of the Line of Credit shall be secured by the interests granted in the Mortgage and Addendums covering the lands described on Exhibit "A".

2. The remainder of the terms and conditions in the original Mortgage shall remain in full force and effect.

AGREED to and accepted the 27th day of January, 2003.

DOUBLE EAGLE PETROLEUM CO.,
formerly known as Double Eagle Petroleum
and Mining Company

By: Stephen H. Hollis
STEPHEN H. HOLLIS, Chief Executive

AMERICAN NATIONAL BANK

By: Dallen Juelfs
DALLEN JUELFS, Vice President

295361

FILED Feb. 7 2003 10:40 A
IN BOOK 123 OG PAGE 716
FEES $23.00 COUNTY CLERK
SUBLETTE, WYOMING
By Cathy Scott

STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 28th day of January, 2003, by **DOUBLE EAGLE PETROLEUM CO.**, formerly known as Double Eagle Petroleum and Mining Company, by and through its Chief Executive Officer, **STEPHEN H. HOLLIS**, referred to as the "Borrower" herein, as its free act and deed.

Carol A. Osborne
Notary Public

My Commission expires:
4/9/05

CAROL A. OSBORNE NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Apr. 9, 2005

STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 28th day of Jan., 2003, by **AMERICAN NATIONAL BANK**, a Wyoming banking corporation, by and through Dallen Juelfs, its Vice President, referred to as the "Bank" herein.

Carol A. Osborne
Notary Public

My Commission expires:
4/9/05

CAROL A. OSBORNE NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Apr. 9, 2005

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EXHIBIT A

MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT

LONG BUTTE UNIT

Township 38 North, Range 91 West, 6th P.M.

Section 2:	All
Section 3:	All
Section 4:	All
Section 5:	All
Section 6:	All
Section 7:	Lots 1, 2, 5, 6, NE4, E2NW4, NE4SE4
Section 8:	N2, N2S2
Section 9:	N2NW4, SW4NW4, NW4SW4
Section 10:	NE4NW4, N2NE4, SE4NE4
Section 11:	N2, NE4SW4, N2SE4, SE4SE4

Township 38 North, Range 92 West, 6th P.M.

Section 1:	Lots 1-11, SW4NE4, SE4NW4, NW4SE4

Township 39 North, Range 91 West, 6th P.M.

Section 28:	All
Section 29:	All
Section 30:	Lots 3-8, E2, E2SW4, SE4NW4
Section 31	All
Section 32:	All
Section 33:	All

Township 39 North, Range 92 West, 6th P.M.

Section 25:	S2SE4, NE4SE4, SE4SW4
Section 35:	E2SE4, SE4NE4
Section 36:	All

Fremont County, Wyoming

WALTMAN 21-19

Township 36 North, Range 87 West, 6th P.M.

Section 24: SE4SE4
Section 25: NE4NE4
And any rights accruing from the drill-site spaced unit for the Waltman 21-19 Well.

Natrona County, Wyoming

FRENCHIE DRAW

Graham Unit #2
Township 37 North, Range 89 West, 6th P.M.
Section 3: Lots 1-4, S½N½
Natrona County, Wyoming

GOVERNMENT BRIDGE

Township 31 North, Range 82 West, 6th P.M.
Section 19, 20, 21, 26

Township 31 North, Range 83 West, 6th P.M.
Section 24

Natrona County, Wyoming

WOLF DRAW UNIT

Township 52 North, Range 68 West, 6th P.M.
Section 18: Lots 3, 4, E½SW¼, SE¼
Section 19: Lot 1

Township 52 North, Range 69 West, 6th P.M.
Section 13: Lot 16
Section 24: Lot 1

Crook County, Wyoming

JAMES CREEK

Credo Federal #1-6
Township 14 North, Range 103 West, 6th P.M.
Section 6: NE¼

Britz Federal #1
Township 15 North, Range 103 West, 6th P.M.
Section 31: SE¼

Sweetwater County, Wyoming

ROCK ISLAND UNIT

#4-H
Township 19 North, Range 97 West, 6th P.M.
Section 4

Sweetwater County, Wyoming

BARREL SPRINGS

#1-36
Township 16 North, Range 94West, 6th P.M.
Section 36

Sweetwater County, Wyoming

MARIANNE FIELD

Anderson 12-1
Township 20 North, Range 103 West, 6th P.M.
Section 12: SE¼

Madex 13-1
Township 20 North, Range 103 West, 6th P.M.
Section 13: SW¼

Madex 18-1
Township 20 North, Range 102 West, 6th P.M.
Section 18: SW¼

Madex 24-2
Township 20 North, Range 103 West, 6th P.M.
Section. 24: NW¼

Steve Federal 14-1
Township 20 North, Range 103 West, 6th P.M.
Section 14: SE¼

Sweetwater County, Wyoming

WHISKEY BUTTES UNIT

Township 21 North, Range 111 West, 6th P.M.
Section 6: S½SW¼

Township 21 North, Range 112 West, 6th P.M.
Section 18: E½SW¼, SE¼NE¼

Lincoln County, Wyoming

WINDMILL (MUDDY)

Raybourn #11-5
Township 50 North, Range 69 West, 6th P.M.
Section 5: NW¼NW¼

Campbell County, Wyoming

MADDEN UNIT

Township 39 North, Range 90 West, 6th P.M.
Section 23: SE¼NE¼, E½SW¼, SE¼
Section 24: SW¼NW¼, NW¼SW¼
Section 26: NW¼NE¼, E½NW¼

Fremont County, Wyoming

MESA UNIT

Township 32 North, Range 109 West, 6th P.M.
Section 5: SW¼SW¼
Section 6: S½SE¼, SE¼SW¼
Section 7: NE¼, E½NW¼, N½SE¼
Section 8: W½NW¼, NW¼SW¼
Section 9: S½SW¼, SW¼SE¼
Section 16: W½, NE¼, N½SE¼, SW¼SE¼
Section 17 SE¼NE¼, NE¼SE¼

Sublette County, Wyoming

COW CREEK UNIT

Township 16 North, Range 91 West, 6th P.M.
Section 6: Lot 27, SE¼SW¼
Section 7: Lot 5, 6, 7, 8, E½NW¼, NE¼SW¼
Section 18: Lot 5

Township 16 North, Range 92 West, 6th P.M.

Section 1: SE¼SE¼
Section 11: E½SE¼
Section 12: S½, NE¼, E½NW¼, SW¼NW¼
Section 13: N½, N½SW¼, SE¼SW¼, NW¼SE¼
Section 14: NE¼NE¼

Carbon County, Wyoming

1. The interest in the Long Butte Unit described on Page 4 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Long Butte Unit.

2. The interest in the Rock Island Unit described on Page 5 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Rock Island Unit.

3. The interest in the Wolf Draw Unit described on Page 5 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Wolf Draw Unit.

4. The interest in the Whiskey Butte Unit described on Page 6 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Whiskey Butte Unit.

5. The interest in the Madden Unit described on Page 6 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Madden Unit.

6. The interest in the Mesa Unit described on Page 6 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Mesa Unit.

7. The interest in the Cow Creek Unit described on Page 6 and 7 of this Exhibit A shall include any and all rights accruing pursuant to ownership in the Cow Creek Unit.

8. The interests included in the wells and fields described on this Exhibit A in the Waltman 21-19, James Creek and Marianne leases shall include any and all rights accruing pursuant to ownership in these leases.

9. This Exhibit A has been provided by Double Eagle Petroleum Co., formerly known as Double Eagle Petroleum and Mining Company with the intent of providing collateral for the attached mortgage. American National Bank has relied on the accuracy and completeness of the legal descriptions provided above.

If the entire interest owned by Double Eagle Petroleum Co., formerly known as Double Eagle Petroleum and Mining Company in any of the wells, fields and units included in this Exhibit A is found to be in error, it is the intent of the parties hereto to include all interests owned by Double Eagle Petroleum Co., formerly known as Double Eagle Petroleum and Mining Company as a part of the collateral.

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

02 DEC 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

263672-00

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-128801

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

BURLINGTON RESOURCES OIL & GAS COMPANY LP
3300 N. "A" STREET, BUILDING 6
MIDLAND, TX 79705-5406

*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 111 WEST, 6TH PM SECTION 27: N2, SW CONTAINING 480.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 9,450 FEET	90.0%	90.0%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD
TOWNSHIP 30 NORTH, RANGE 111 WEST, 6TH PM SECTION 27: SE CONTAINING 160.00 ACRES, MORE OR LESS LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 9,450 FEET	100%	100%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

THIS TRANSFER IS SUBJECT TO THE MUDDY CREEK EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001

THIS TRANSFER IS EFFECTIVE AS OF THE FIRST DAY OF PRODUCTION IN THE MUDDY CREEK #33-27 LOCATED IN THE SE/4 OF SECTION 27-T30N-R111W, 6TH PM

295379

RECORDED Feb. 7 2003 3:35 PM
IN BOOK 1230 PAGE 722
FEES $ 14.00
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 JAN 01 2003

By /S/ LINDA GOOKIN
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 28 2003
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, If needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

S223a

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 14th day of November, 2002

Name of Transferor **PANNONIAN ENERGY, INC.**

Transferor [signature] Please type or print

(Signature)

Attorney-in-fact _____

(Signature)

14 INVERNESS DRIVE EAST, H-236

(Transferor's Address)

ENGLEWOOD, COLORADO 80112

(City) (State) (Zip Code)

Executed this 20th Day of November, 2002

BURLINGTON RESOURCES OIL AND GAS COMPANY LP

Transferee _____

or

Attorney-in-fact S. Keith Frank (Signature)

S. Keith Frank

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)

This instrument was acknowledged before me this 4 day of November 2002, by Michael Dorsa as CEO of Pannonian Energy Inc., a Delaware Corporation.

My commission expires: January 18, 2006

Suzanne Wright, Notary Public
14 Inverness Drive East, H-236
Englewood, CO 80112



263672-00

Form 3000-3e
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
02 DEC 16 AM 9:04
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-128801

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

BURLINGTON RESOURCES OIL & GAS COMPANY LP
3300 N. "A" STREET, BUILDING 6
MIDLAND, TX 79705-5406

*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 111 WEST, 6TH PM SECTION 27: N2, SW CONTAINING 480.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 9,450 FEET THIS TRANSFER IS SUBJECT TO THE MUDDY CREEK EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001 THIS TRANSFER IS EFFECTIVE AS OF THE FIRST DAY OF PRODUCTION IN THE MUDDY CREEK #33-27 LOCATED IN THE SE/4 OF SECTION 27-T30N-R111W, 6TH PM	10%	10%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

295380

RECORDED Feb. 7 2003 3:35 PM
IN BOOK 1230-6 PAGE 725
FEES $ 14.00 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 JAN 01 2003

By /S/ LINDA GOOKIN
(Authorized Officer)

LAND LAW EXAMINER JAN 28 2003
(Title) (Date)

FOR ASSIGNEE

726

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 ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

S02320

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 14th day of November, 2002

Name of Transferor: SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

Please type or print

Transferor: Gilman A. Hill (Signature) GILMAN A. HILL, GENERAL PARTNER

Attorney-in-fact: _____ (Signature)

7128 SOUTH POPLAR LANE (Transferor's Address)

ENGLEWOOD, COLORADO 80112 (City) (State) (Zip Code)

Executed this 20th Day of November, 2002

BURLINGTON RESOURCES OIL AND GAS COMPANY LP

Transferee or Attorney-in-fact: S. Keith Frank (Signature)

S. Keith Frank

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)

This instrument was acknowledged before me this 14th day of November 2002, by GILMAN A. HILL, AS GENERAL PARTNER of SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

My commission expires: NOVEMBER 21, 2002

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

728

263710-00

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

02 DEC 16 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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-125139

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **BURLINGTON RESOURCES OIL & GAS COMPANY LP**
   Street **3300 N. "A" STREET, BUILDING 6**
   City, State, ZIP Code **MIDLAND, TX 79705-5406**

*If more than one transferee, check here ☐ And list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	C	D	E	f
TOWNSHIP 31 NORTH, RANGE 110 WEST, 6TH PM SECTION 25: E2, NW CONTAINING 480.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 12,824 FEET THIS TRANSFER IS SUBJECT TO THE GAMMA RAY EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001	10%	10%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

295381

RECORDED Feb. 7 2003 8:35 AM
IN BOOK 123 OR 6 PAGE 728
FEES $ 14.00 M. L. 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 JAN 01 2003

By /S/ CARMEN LOVETT
(Authorized Officer)

LAND LAW EXAMINER JAN 28 2003
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, If needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

Sa2321

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 14th day of November, 2002 Executed this 20th Day of November, 2002

Name of Transferor: **SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP**

BURLINGTON RESOURCES OIL AND GAS COMPANY LP

Please type or print

Transferor: Gilman A. Hill (Signature) GILMAN A. HILL, GENERAL PARTNER

Attorney-in-fact: _____ (Signature)

7128 SOUTH POPLAR LANE (Transferor's Address)

ENGLEWOOD, COLORADO 80112 (City) (State) (Zip Code)

Transferee or Attorney-in-fact: S. Keith Frank S. Keith Frank (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)

This instrument was acknowledged before me this 14th day of November 2002, by GILMAN A. HILL, AS GENERAL PARTNER of SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

My commission expires: NOVEMBER 21, 2002

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

263710-00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

HE INTERIOR
ANAGEMENT

M 9:

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

RECEIVED
CHEYENNE, WYOMING

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)

WYW-125139

Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

RECORDED Feb 7 2003 3:35 PM
IN BOOK 123-25 PAGE 731
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

PART A: TRANSFER

1. Transferee (Sublessee)* **BURLINGTON RESOURCES OIL & GAS COMPANY LP**
Street **3300 N. "A" STREET, BUILDING 6**
City, State, ZIP Code **MIDLAND, TX 79705-5406**

295382

*If more than one transferee, check here ☐ And list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	C	D	E	F
TOWNSHIP 31 NORTH, RANGE 110 WEST, 6TH PM SECTION 25: E2, NW CONTAINING 480.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 12,824 FEET	67.5%	67.5%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD
TOWNSHIP 31 NORTH, RANGE 110 WEST, 6TH PM SECTION 25: SW CONTAINING 160.00 ACRES, MORE OR LESS LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 12,824 FEET THIS TRANSFER IS SUBJECT TO THE GAMMA RAY UNIT EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001	75.0%	75.0%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JAN 01 2003

By /S/ CARMEN LOVETT
(Authorized Officer)

LAND LAW EXAMINER JAN 28 2003
(Title) (Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, If needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the 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 14th day of November, 2002

Name of Transferor PANNONIAN ENERGY, INC.

Transferor (Signature) Please type or print

Attorney-in-fact (Signature)

14 INVERNESS DRIVE EAST, H-236 (Transferor's Address)

ENGLEWOOD, COLORADO 80112 (City) (State) (Zip Code)

Executed this 20th Day of November, 2002

BURLINGTON RESOURCES OIL AND GAS COMPANY LP

Transferee SD2785

or

Attorney-in-fact S. Keith Frank (Signature)

S. Keith Frank

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.

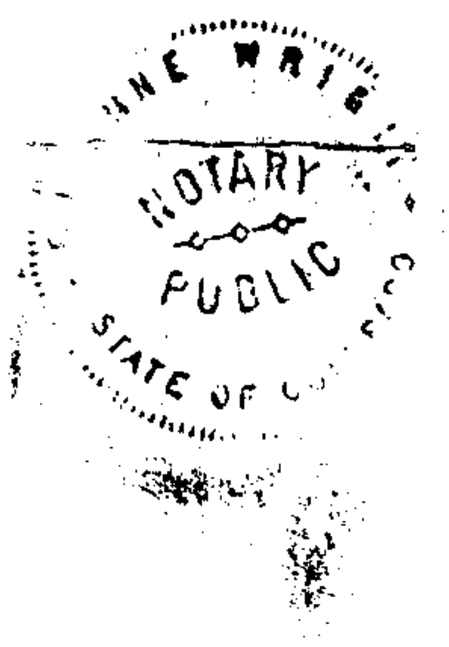
Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 14 day of November 2002, by Thomas K. Dobbs as CEO of Pannonian Energy Inc., a Delaware Corporation.

My commission expires: January 18, 2006

Suzanne Wright, Notary Public
14 Inverness Drive East, H-236
Englewood, CO 80112



263710-00

orm 3000-3a
January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

02 DEC 16 AM 9:08

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

WYW-125139

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* **BURLINGTON RESOURCES OIL & GAS COMPANY**
Street **3300 N. "A" STREET, BUILDING 6**
City, State, ZIP Code **MIDLAND, TX 79705-5406**

*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

1. 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 25: E2, NW CONTAINING 480.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 12,824 FEET	22.5%	22.5%	NONE	NONE	THOSE OF RECORD
TOWNSHIP 31 NORTH, RANGE 110 WEST, 6TH PM SECTION 25: SW CONTAINING 160.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 12,824 FEET THIS TRANSFER IS SUBJECT TO THE GAMMA RAY UNIT EXPLORATION AGREEMENT BETWEEN BURLINGTON RESOURCES OIL & GAS COMPANY AND SHAMA ZOE LIMITED PARTNERSHIP DATED AUGUST 15, 2001.	25.0%	25.0%	NONE	NONE	THOSE OF RECORD

295383

RECORDED Feb 7 20 03 3:35 PM
IN BOOK 123 OR S PAGE 734
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

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 JAN 01 2003

By /S/ CARMEN LOVETT
(Authorized Officer)

LAND LAW EXAMINER JAN 28 2003
(Title) (Date)

FOR ASSIGNEE

art 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.

I, Dale E. Fischer, Barrister and Solicitor and Notary Public for the Province of Alberta, Canada, certify that Kenneth G.C. Telford, President of Brek Petroleum Inc., executed this document.

Dale E. Fischer
October 23, 2002

Dale E. Fischer
Barrister and Solicitor
Alberta, Canada

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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.

or 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 oyalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 23rd day of October, 2002 Executed this 20th Day of November, 2002

Name of Transferor **BREK PETROLEUM INC.** **BURLINGTON RESOURCES OIL & GAS COMPANY**

Please type or print

Transferor (Signature) KENNETH G.C. TELFORD, PRESIDENT

Attorney-in-fact (Signature)

9TH FLOOR, 80 GLOUCESTER ROAD
(Transferor's Address)

WAN CHAI, HONG KONG
(City) (State) (Zip Code)

Transferee or Attorney-in-fact S. Keith Frank (Signature)
S. Keith Frank

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, ar 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 La 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 frau statements or representations as to any matter within its jurisdiction.

Lincoln and Sublette Counties, WY

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "*Assignment*") dated as of January 9, 2003, but effective as of the Effective Time (12:01 a.m., Central Standard time, January 1, 2003), is from **Tight Sands 1999, L.P.**, a Delaware limited partnership, whose address for notices is c/o FC Energy Finance I, Inc., One First National Plaza, 17th Floor, Mail Code IL1-0502, Chicago, Illinois 60670 ("*Assignor*") to **EOG Resources, Inc.**, a Delaware corporation, whose address for notices is 333 Clay Street, Suite 4200, Houston, Texas 77002 ("*Assignee*").

Recitals

A. Assignor owns record and/or beneficial title to certain natural gas producing properties located in the States of Mississippi, New Mexico, Texas and Wyoming.

B. Assignor has agreed to sell and convey such title in such properties to Assignee.

Article 1

Definitions

1.1 *Certain Definitions.* Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned in the Purchase and Sale Agreement (as may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"), dated as of the date hereof, but effective as of the Effective Time, between Assignor and Tight Sands 2000, L.P. and Assignee. As used herein, the following terms shall have the meanings set forth below, except as otherwise expressly provided herein:

"*Equipment*" means all machinery, equipment, improvements, and other personal property and fixtures that are (a) either (1) owned by Assignor or (2) jointly owned under the applicable Operating Agreements and (b) attached or connected to the surface or subsurface of the Wells.

"*Gas*" means natural gas and other hydrocarbons in or produced from or attributable to the Properties.

"*Income Tax*" means any federal, state, local, or foreign tax which is based on net income or net profits, including any interest, penalty, or addition thereto, whether disputed or not.

"*Lands*" means the lands encumbered by the Leases described in Exhibit A to the extent such Leases are included in the Properties.

295403

RECORDED Feb. 11 2003 1:15 M
IN BOOK 23 Or6 PAGE 736
FEES $5.00 Mary L. Lobb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

"Lease" means an oil and gas lease or other instrument described, referred to, or identified on Exhibit A, together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one year after expiration of the predecessor lease), as to all land described in the predecessor lease, and all renewals and extension of such replacement leases.

"Legal Requirement" means any local, state, Native American or federal requirement imposed pursuant to any law, statute, rule, regulation, order, permit or license of any governmental authority or by any applicable court order, decree or judgment.

"Operating Agreements" means operating agreements, unit agreements, unit operating agreements, unit accounting agreements, gas balancing agreements, unitization, pooling and communitization agreements, declarations, regulatory, judicial and administrative orders and other agreements relating to, or governing the drilling and operation of and accounting for, oil and gas properties (including any form of accounting procedure and gas balancing agreements which are part of, or attached to, any such agreement).

"Permitted Encumbrances " means, with respect to any Property:

(a) all of the following to the extent the net effect thereof does not reduce the net revenue interest or increase the working interest as set forth in Exhibit B:

(i) the terms, conditions, restrictions, exceptions, reservations, limitations, and other matters contained in the agreements, instruments, and documents which create or reserve to Assignor (or any predecessor in interest) its interests in any of the Properties, including the Leases and the Operating Agreements included in the Subject Interests;

(ii) all lessors' royalties, overriding royalties, net profits interests, including carried interests, production payments, reversionary interests, and other burdens on or deductions from the proceeds of production from the Properties;

(iii) production sales contracts; division orders; contracts for sale, purchase, exchange, refining, or processing of hydrocarbons; unitization and pooling designations, declarations, orders and agreements; processing agreements; plant agreements; pipeline, gathering, and transportation agreements; injection, repressuring, and recycling agreements; salt water or other disposal agreements; seismic or geophysical permits or agreements; and any and all other agreements which are ordinary and customary in the oil and gas exploration, development, or extraction business, or in the business of processing of gas and gas condensate production for the extraction of products therefrom; and

(b) all of the following to the extent such do not arise by, through or under Assignor:

(i) any undetermined or inchoate liens or charges constituting or securing the payment of expenses which were incurred incidental to maintenance, development, production, or operation of the Properties or for the purpose of developing, producing, or processing oil, gas, or other hydrocarbons therefrom;

(ii) materialmen's, mechanics', repairmen's, employees', contractors', operators', or other similar liens or charges for liquidated amounts arising in the ordinary course of business; and

(c) any liens for taxes (other than Income Taxes) and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the ordinary course of business;

(d) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus, or rental, or to secure compliance with the terms of the Leases;

(e) easements, rights-of-way, servitudes, permits, surface or use leases, and other rights in respect of surface operations, pipelines, water disposal facilities, canals, ditches, reservoirs, telephone lines, power lines, railways, and other similar rights-of-way, on, over, or in respect of the Lands;

(f) preferential purchase rights or consents to assignment as to which (x) valid waivers have been obtained, or (y) the time periods for the exercise thereof have lapsed (without exercise) after proper notice has been delivered to the holders thereof;

(g) the Operating Agreements included in the Subject Interests;

(h) all rights to consent by, required notices to, filings with, or other actions by governmental authorities in connection with the sale or conveyance of the Properties if the same are customarily obtained subsequent to such sale or conveyance and Assignor knows of no reason why they will not be granted;

(i) all Legal Requirements and any regulatory rights and powers reserved to or vested in any governmental authority;

(j) that certain Deed of Trust, Security Agreement and Financing Statement dated effective December 1, 1999 from Assignor to EOG Resources Acquisitions L.P.; and

(k) the Production Payments.

"Production Payments" means the production payments reserved in that certain Assignment with Reservation of Production Payment and Notice of Options to Repurchase dated effective December 1, 1999 from EOG Resources Acquisitions L.P. to Assignor.

"Subject Interests" means all Assignor's right, title and interest:

(a) in the wellbore of each of the Wells;

(b) in rights to production from each of the Wells, subject to any existing royalties, overriding royalties, and other burdens of record attributable thereto, including the Production Payments, and also including the obligation to pay Assignor's proportionate share of drilling, completion and operating expenses attributable to the applicable Well;

(c) in all Equipment and fixtures that are used in drilling, deepening, completing, operating and/or producing each of such Wells, including, but not limited to, flowlines, casing,

tubing, wellheads, pumping units, tanks, treaters, separators, compressors, valves, meters, dehydrators and other similar property comprising the Wells;

(d) in and under any farmout agreements, Operating Agreements, processing agreements, transportation agreements, as well as well pooling, spacing or proration orders of appropriate regulatory agencies, and other contractual, statutory, or regulatory rights affecting or governing the operation of or Assignor's right to receive production of Gas from each of the Wells;

(e) in the Leases;

(f) (i) in any rights of way, easements, servitudes, surface leases, tenements, appurtenances, licenses, and any other rights of ingress, egress, use or occupancy of the surface; and

(ii) in other personal property (other than the equipment described in subsection (c) of this definition of Subject Interests) upstream of the point at which Assignor's share of production from each of the Wells is delivered for sale or exchange to a person who takes title to such production at such point;

(g) and all rights, duties and obligations arising out of that certain Assignment with Reservation of Production Payment and Notice of Options to Repurchase dated effective December 1, 1999 from EOG Resources Acquisitions L.P. to Assignor being called *"Prior Assignment"*; and

(h) all other right, title, interest and estate obtained by Assignor by the Prior Assignment, whether completely or correctly described in this Assignment or not, it being Assignor's intention to convey all of its right, title, interest and estate obtained and owned by Assignor pursuant to the Prior Assignment.

"Wells" means the wells described in Exhibit B and which wells are located on the Lands, and at a location on said Lands, as is more particularly described in the location plat, or similar record, for each of such wells in the records maintained in the offices of the appropriate oil and gas regulatory or conservation agency for the state in which each of such wells is situated and identified by the API Number shown on Exhibit B.

1.2 *Other Definitions.* Other terms defined elsewhere in this Assignment shall have the meanings so given them herein.

Article 2

Assignment

2.1 *Properties.* Assignor, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, conveys, and assigns unto Assignee, its

successors and assigns, (a) the Subject Interests and (b) all rights and obligations of Assignor existing at the Effective Time to take or give disproportionate shares of make-up gas from or to third parties to correct production imbalances under gas balancing agreements, or other statutory, contractual or common-law rights and obligations, or under the non-consent provisions of the Operating Agreements included in the Subject Interests (collectively, the *"Properties"*).

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever, subject, however, to the matters in (i) this Assignment and (ii) the Purchase Agreement.

2.2 *Permitted Encumbrances.* THIS ASSIGNMENT IS MADE AND ACCEPTED SUBJECT TO THE PERMITTED ENCUMBRANCES AND THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT.

2.3 *Limitation of Warranties.* Except for any limited warranties, representations, and covenants made in the Purchase Agreement, including but not limited to the title representation and warranty made by Assignor in Section 4.6, this Assignment is made without warranty of any kind, expressed, implied, statutory or otherwise, including, but not limited to, any warranty of title or warranty against encumbrances.

2.5 *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY HEREIN OR IN THE PURCHASE AGREEMENT, TO THE EXTENT THE EQUIPMENT CONSTITUTES PERSONAL PROPERTY OR FIXTURES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESSED REPRESENTATION OR WARRANTY AS TO THE CONDITION OF SUCH PERSONAL PROPERTY OR FIXTURES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Article 3

Other Provisions

3.1 *Successors and Assigns.* This Assignment shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

3.2 *Headings.* The headings of the sections of this Assignment have been inserted for the convenience of the parties, but shall not be considered in construing or enforcing this Assignment.

3.3 *Additional Information.* Either party requiring additional information regarding the Properties, the Permitted Encumbrance, or any other matter in this Assignment may contact the other party at the address set forth above.

3.4 *Separate Assignments.* Separate assignments of the Properties from Assignor to Assignee may be executed on forms approved by Assignor and Assignee, in sufficient counterparts, to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

3.5 *Further Assurances.* The parties agree to execute and deliver such other instruments or documents and to take such other actions as may be necessary or desirable to effect the intent of this Assignment or further evidence the transfer of the Properties to Assignee.

3.6 *Counterparts.* This Assignment may be executed by the parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, this Assignment is executed on the dates set forth below, but effective as of the Effective Time.

ASSIGNOR:

TIGHT SANDS 1999, L.P.,
a Delaware limited partnership

By: **Tight Sands L.P. 1999, L.L.C.,**
a Delaware limited liability company,
its general partner

By: FC Energy Finance I, Inc.,
a Delaware corporation,
its sole member

By: _____
Yale C. Henderson
Director

ASSIGNEE:

EOG RESOURCES, INC.,
a Delaware corporation

By: _____
David R. Looney
Vice President, Finance

Prepared By:
Ms. Deborah A. Gitomer
Fulbright & Jaworski, L.L.P.
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on the 9th day of January, 2003, by Yale C. Henderson, Director of FC Energy Finance I, Inc., a Delaware corporation, as sole member of Tight Sands L.P. 1999, L.L.C., a Delaware limited liability company, as general partner of Tight Sands 1999, L.P., a Delaware limited partnership, on behalf of said partnership.

"OFFICIAL SEAL"
Anita Purnell
Notary Public, State of Illinois
Cook County
My Commission Expires July 20, 2004

Notary Public, State of ILLINOIS

My Commission Expires: July 20, 2004

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of January, 2003, by David R. Looney, Vice President, Finance of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of _____

My Commission Expires: _____

IN WITNESS WHEREOF, this Assignment is executed on the dates set forth below, but effective as of the Effective Time.

ASSIGNOR:

TIGHT SANDS 1999, L.P.,
a Delaware limited partnership

By: **Tight Sands L.P. 1999, L.L.C.,**
a Delaware limited liability company,
its general partner

By: FC Energy Finance I, Inc.,
a Delaware corporation,
its sole member

By: _____
Yale C. Henderson
Director

ASSIGNEE:

EOG RESOURCES, INC.,
a Delaware corporation

By: _____
David R. Looney
Vice President, Finance

Prepared By:
Ms. Deborah A. Gitomer
Fulbright & Jaworski, L.L.P.
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on the _____ day of January, 2003, by Yale C. Henderson, Director of FC Energy Finance I, Inc., a Delaware corporation, as sole member of Tight Sands L.P. 1999, L.L.C., a Delaware limited liability company, as general partner of Tight Sands 1999, L.P., a Delaware limited partnership, on behalf of said partnership.

_____
Notary Public, State of _____

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9th day of January, 2003, by David R. Looney, Vice President, Finance of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

Wanda P. Walls
Notary Public, State of Texas

My Commission Expires: 5-15-2004

WANDA P. WALLS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 15, 2004

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

I. GREEN RIVER BEND UNIT DATED JUNE 1, 1957, RECORDED JULY 3, 1958 IN LINCOLN COUNTY, WYOMING AT BOOK 28 PAGE 438 AND RECORDED JULY 7, 1958 IN SUBLETTE COUNTY, WYOMING AT BOOK 21 PAGE 137.

- A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B"
- B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B"
- C. LEASE WELL

II. NORTH LABARGE DEEP UNIT DATED DECEMBER 19, 1957, RECORDED AUGUST 25, 1958 AT BOOK 21 PAGE 371.

- A. INITIAL FRONTIER PARTICIPATING AREA
- B. LEASE WELL

BELOW ARE THE OIL AND GAS LEASES AND LANDS SUBJECT TO THE ABOVE AGREEMENTS:

I. GREEN RIVER BEND UNIT

A. SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 21 PG 509	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 15 PG 334	LINCOLN
0000050279-000	USA W-024793	02/01/1954	BK 21 PG 509	LINCOLN
0000050285-000	USA W-033951	07/01/1955	BK 286 PG 640	LINCOLN
0000050287-000	USA W-038682	09/01/1956	BK 286 PG 640	LINCOLN
0000050288-000	USA W-038682-A	09/01/1956	BK 30 PG 138	LINCOLN
0000050291-000	USA W-049959	06/01/1957	BK 15 PG 334	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 22 PG 22	LINCOLN
0000050293-000	USA W-052064	02/01/1948	BK 22 PG 22	LINCOLN
0000050294-000	USA W-052065	02/01/1948	BK 22 PG 32	LINCOLN
0000050300-000	USA W-066369	07/01/1958	BK 32 PG 32	LINCOLN
0000050301-000	USA W-066370	10/01/1958	BK 296 PG 257	LINCOLN
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN
0000050304-000	ST WY 0-11135	05/16/1951	BK 86 PG 268	LINCOLN
0000050305-000	ST WY 0-11137	05/16/1951	BK 86 PG 268	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 305 PG 341	LINCOLN
0000050309-001	SELMER G LARSON	01/08/1957	BK 23 PG 512	LINCOLN
0000050309-002	NEWT SIMS	12/15/1956	BK 24 PG 335	LINCOLN
0000050309-003	WILLIAM J MCGINNIS ET UX	11/13/1956	BK 286 PG 640	LINCOLN
0000050312-000	ST WY 0-11136	05/16/1951	BK 286 PG 640	LINCOLN
0000050318-000	GEORGE E YEAMAN ET UX	11/29/1956	BK 22 PG 39	LINCOLN
0000050320-001	CYRIL HOUSLEY ET UX	11/14/1956	BK 22 PG 39	LINCOLN
0000050320-002	AUGUSTA B MARX	11/19/1956	BK 18 PG 217	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 18 PG 217	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 89 PG 52	LINCOLN
0000057808-000	USA EV-026240	11/01/1950	BK 305 PG 26	LINCOLN
0000057810-000	USA W-025765	06/01/1954	BK 305 PG 30	LINCOLN
0000075007-000	USA WY-088276	07/01/1961	BK 30 PG 22	LINCOLN
0000050328-000	LINCOLN COUNTY, WYOMING	05/08/1957	BK 22 PG 176	LINCOLN
0000050329-000	WY STATE HWY COMMISSION	08/22/1958	BK 30 PG 102	LINCOLN
0000050274-000	USA W-020123-A	04/01/1958	BK 34 PG 127	SUBLETTE
0000050275-000	USA W-025407-A	05/01/1954	BK 34 PG 129	SUBLETTE
0000050276-000	USA W-020123	04/01/1953	BK 34 PG 125	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 34 PG 123	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 34 PG 121	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 34 PG 105	SUBLETTE

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050283-000	USA EV-025440	03/01/1955	BK 34 PG 119	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 34 PG 117	SUBLETTE
0000050286-000	USA W-036054	04/01/1956	BK 34 PG 115	SUBLETTE
0000050290-000	USA W-047412	09/01/1958	BK 34 PG 113	SUBLETTE
0000050295-000	USA W-05751	06/01/1956	BK 34 PG 97	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 34 PG 111	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 33 PG 419	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 34 PG 109	SUBLETTE
0000050299-000	USA W-059585	07/01/1947	BK 34 PG 107	SUBLETTE
0000050303-000	USA EV-08051-B	04/01/1958	BK 34 PG 103	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 34 PG 99	SUBLETTE
0000050307-000	ANDERSON L MCGINNIS, ET UX	12/26/1956	BK 34 PG 101	SUBLETTE
0000050311-000	USA W-048781	06/01/1956	BK 41 PG 98	SUBLETTE
0000057809-000	USA W-059091	08/01/1949	BK 41 PG 100	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT SEVENTH REVISION OF CONSOLIDATED FRONTIER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 112 West, 6th P.M.
Section 6: All
Section 7: All
Section 18: All
Section 19: Lot 1, NENW, N2NE
Lincoln County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 4: S2S2
Section 5: SESE
Section 8: E2E2
Section 9: All
Section 17: All
Section 18: Lots 3, 4, S2NE, E2SW, SE
Section 19: All
Section 20: All
Section 30: All
Section 31: All
Sublette County, Wyoming

Township 26 North, Range 113 West, 6th P.M.
Resurvey Lot 37: All (All of Original Sections 1, 12, and 13)
Resurvey Lot 38: All (N2N2 of Original Section 24)
Resurvey Lot 39: All (S2N2 of Original Section 24)
Section 2: All
Section 3: Lots 1, 8, 9, E2SE, SWSE
Section 10: NE, S2
Section 11: All
Section 14: All
Section 15: All
Section 22: N2N2
Section 23: Lot 1, NWNE, N2NW
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 27: NE, NENW, N2SE, SESE
Section 34: E2E2
Section 35: All
Section 36: All
Sublette County, Wyoming

B. TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" LINCOLN AND SUBLETTE COUNTIES, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050277-000	USA EV-023313	02/01/1948	BK 286 PG 640	LINCOLN
0000050278-000	USA EV-023313-C	02/01/1948	BK 286 PG 640	LINCOLN
0000050292-000	USA W-050961	09/01/1962	BK 24 PG 335	LINCOLN

EXHIBIT "A"

SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050294-000	USA W-052065	02/01/1948	BK 286 PG 640	LINCOLN
0000050308-000	ST WY 0-11134	05/16/1951	BK 22 PG 439	LINCOLN
0000050322-000	ST WY 0-22646	01/16/1958	BK 35 PG 543	LINCOLN
0000050324-000	JOHN E MARX ET UX	11/01/1956	BK 19 PG 353	LINCOLN
0000050275-000	USA W-025407-A	05/01/1954	BK 15 PG 334	SUBLETTE
0000050280-000	USA W 025407	05/01/1954	BK 15 PG 334	SUBLETTE
0000050281-000	USA W-025410	05/01/1954	BK 22 PG 22	SUBLETTE
0000050282-000	USA W-025410-A	05/01/1954	BK 22 PG 22	SUBLETTE
0000050284-000	USA EV-025440-A	03/01/1955	BK 32 PG 32	SUBLETTE
0000050296-000	USA W-05751-A	06/01/1951	BK 22 PG 39	SUBLETTE
0000050297-000	USA W-059584	03/01/1956	BK 18 PG 217	SUBLETTE
0000050298-000	USA W-059584-A	03/01/1956	BK 18 PG 217	SUBLETTE
0000050306-000	ST WY 0-11141	05/16/1951	BK 21 PG 272	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE GREEN RIVER BEND UNIT TENTH REVISION OF CONSOLIDATED BAXTER PARTICIPATING AREA "A-B" MORE PARTICULARLY DESCRIBED BELOW:

Township 26 North, Range 113 West, 6th P.M.
E2, E2W2, NWNW of the Approximate North 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 1) and NE, NWSE, E2NW of the Approximate Middle 1/3 of Resurvey Lot 37 (which 1/3 part was formerly Original Survey Section 12)
Lincoln County, Wyoming

Township 26 North, Range 112 West, 6th P.M.
Section 6: Lot 1, 2, 3, 4, 5, 6, 9, SENW, SWNE, NESW and that portion of the bed of the Green River that is riparian to Lot 6
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 36: E2, E2W2
Sublette County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 30: Lots 1, 2, 3, 4, 5, 6, 7, 8, W2E2, E2W2, NENE and that portion of the bed of the Green River that is riparian to Lots 3, 4, 7 and 8
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E2W2, W2SE, SWNE, NWNE, and that portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12
Section 19: Lots 2, 3, 4, E2W2, S2SE, NWSE
Sublette County, Wyoming

C. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050302-000	USA EV-07798-E	09/01/1954	BK 21 PG 292	LINCOLN

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

GRB 44-14 Well
Township 26 North, Range 113 West, 6th P.M.
Section 14: NENW
Lincoln County, Wyoming

II. NORTH LABARGE DEEP UNIT

A. INITIAL FRONTIER PARTICIPATING AREA SUBLETTE COUNTY, WYOMING

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050131-000	USA W-48904	01/01/1940	BK 89 PG 76	SUBLETTE
0000050133-000	USA EV-010270-B	10/16/1939	BK 89 PG 112	SUBLETTE
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE
0000050135-000	USA W-0256494	01/01/1950	BK 89 PG 132	SUBLETTE
0000050136-000	USA EV-026191	03/01/1950	BK 89 PG 132	SUBLETTE
0000050137-000	USA W-048780	07/01/1947	BK 89 PG 89	SUBLETTE
0000050138-000	USA EV-022209	06/01/1952	BK 88 PG 789	SUBLETTE
0000050139-000	USA W-9653	01/01/1950	BK 89 PG 132	SUBLETTE

EXHIBIT "A"
SUBLETTE AND LINCOLN COUNTIES, WYOMING

0000050140-000	ST WY 0-847	06/16/1936	BK 89 PG 370	SUBLETTE
0000050141-000	USA EV-09561-A	06/20/1932	BK 89 PG 65	SUBLETTE
0000050142-000	USA EV-021978	01/01/1940	BK 89 PG 119	SUBLETTE
0000050143-000	USA EV-07555	01/01/1940	BK 89 PG 70	SUBLETTE
0000050144-000	USA EV-07671-A	12/29/1939	BK 89 PG 125	SUBLETTE
0000050145-000	USA EV-07671-B	12/29/1939	BK 89 PG 125	SUBLETTE
0000050147-000	USA W-48907	01/01/1940	BK 89 PG 76	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASES COVER AND AFFECT THE LANDS IN THE NORTH LABARGE DEEP UNIT INITIAL FRONTIER PARTICIPATING AREA MORE PARTICULARLY DESCRIBED BELOW:

Township 27 North, Range 113 West, 6th P.M.
Section 4: Lots 2, 3, 4, SWNE, S2NW, SW, W2SE
Section 5: Lot 1, S2NE, S2
Section 8: All
Section 9: W2E2, W2
Section 16: All
Section 17: NE, E2NW, NESW, SE
Section 20: NE
Section 21: N2N2
Sublette County, Wyoming

Township 28 North, Range 113 West, 6th P.M.
Section 32: Lot 6, NESE
Section 33: Lots 1, 2, 3, 4, NE, S2NW, N2S2
Section 34: Lot 1, W2NW, NWSW
Sublette County, Wyoming

B. LEASE WELL

LEASE NO.	LESSOR	LEASE DATE	RECORDING	COUNTY
0000050134-000	USA W-0256493	06/01/1947	BK 88 PG 789	SUBLETTE

INSOFAR AND ONLY INSOFAR AS THE ABOVE DESCRIBED OIL AND GAS LEASE COVERS AND AFFECTS THE LANDS MORE PARTICULARLY DESCRIBED BELOW:

NLB 36-33 Well
Township 28 North, Range 113 West, 6th P.M.
Section 33: NWSE
Sublette County, Wyoming

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12/14/99, 2:38 PM

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
GRB 49-19	009561000002	490350530100	Baxter	SESE	19	27N	112W
GRB 50-30	009563000002	490352005400	Baxter	LOT 3	30	27N	112W
GRB 66-17	009580000001	490352062100	Frontier	SWNE	17	27N	112W
GRB B 19-19	021932000001	490352115700	Baxter	LOT 2	19	27N	112W
GRBU # 3-31	009543000002	490350502400	Baxter	NWSE	31	27N	112W
GRBU # 6-30	009573000002	490350518400	Baxter	SWSE	30	27N	112W
GRBU # 29-30	009541000002	490350527900	Baxter	NENW	30	27N	112W
GRBU # 38-36	009550000002	490350516200	Baxter	SENE	36	27N	113W
GRBU # 39A-31	009551000002	490350508100	Baxter	SENW	31	27N	112W
GRBU # 68-30	009583000002	490352053400	Baxter	NESW	30	27N	112W
GRBU # 69-19	009584000002	490352053500	Baxter	NENW	19	27N	112W
GRBU # 70-19	009586000002	490352054100	Baxter	NESW	19	27N	112W
GRBU # 74-31	009590000003	490352057300	Baxter	E2SW	31	27N	112W
GRBU # 75-31	009591000002	490352057700	Baxter	LOT 2	31	27N	112W
GRBU # 98-27	001521000003	490352107600	Frontier I	NWNE	27	27N	113W
GRBU # 99-27	009616000003	490352097100	Frontier	NENE	27	27N	113W
GRBU #100-35	009520000002	490352097400	Frontier I	NWNW	35	27N	113W
GRBU #B 4-36	019753000001	490352111200	Baxter	NESW	36	27N	113W
GRBU #B 5-36	019754000001	490352111100	Baxter	NESE	36	27N	113W
GRBU #B 11-30	021396000001	490352114300	Baxter	LOT 2	30	27N	112W
GRBU #B 13-30	021397000001	490352114900	Baxter	SESW	30	27N	112W
GRBU #B 14-31	021398000001	490352114200	Baxter	LOT 3	31	27N	112W
GRBU #B 18-19	021730000001	490352115100	Baxter	LOT 4	19	27N	112W
NLB 36-33	004655000003	490352082000	Baxter	NWSE	33	28N	113W
NLBU #27-17	004646000002	490352048400	Frontier I	NENW	17	27N	113W
NLBU #30-16	004649000002	490352076700	Frontier I	NESE	16	27N	113W
NLBU #33-17	004652000002	490352082200	Frontier I	NESW	17	27N	113W
NLBU #34-21	004653000002	490352080100	Frontier I	NWNW	21	27N	113W
NLBU #35-34	004654000002	490352083400	Frontier I	SWNW	34	28N	113W
NLBU #36-33	004655000002	490352082000	Frontier I	SWNE	33	28N	113W
NLBU #38-08	004657000002	490352083200	Frontier I	NWNW	8	27N	113W
NLBU #39-17	004658000002	490352083100	Frontier I	NENE	17	27N	113W
NLBU #40-33	001578000002	490352103200	Frontier I	NENE	33	28N	113W
NLBU #44-34	004663000002	490352096500	Frontier I	SWSW	34	28N	113W
NLBU #45-33	004664000002	490352096700	Frontier I	LOT 3	33	28N	113W
NLBU #46-33	004665000002	490352098300	Frontier I	NWNE	33	28N	113W
NLBU #48-04	004666000002	490352097200	Frontier I	NWSE	4	27N	113W
NLBU #49-09	004667000002	490352097300	Frontier I	NWNE	9	27N	113W
NLBU #51-16	019808000002	490352111800	Frontier I	NENE	16	27N	113W
NLBU #52-16	001541000002	490352104000	Frontier I	NWSE	16	27N	113W
NLBU #53-21	001542000002	490352105900	Frontier I	NENW	21	27N	113W
NLBU #54-20	001543000002	490352108400	Frontier I	SWNE	20	27N	113W
NLBU #56-17	004670000002	490352098700	Frontier I	SENW	17	27N	113W

TGS Exhibit 'B'
Sublette County, Wyoming

WELLNAME	EOGR Number	API Number	Producing Interval	1/4 1/4	SEC	TWP	RGE
NLBU #57-33	001544000001	490352108300	Frontier 1	LOT 1	33	28N	113W
NLBU #58-04	022094000001	490352116200	Frontier 1	NWNW	4	27N	113W
NLBU #59-09	001079000002	490352099700	Frontier 1	NWNW	9	27N	113W
NLBU #61-16	022077000002	490352116000	Frontier 1	NENW	16	27N	113W
NLBU #65-33	022079000001	490352116600	Frontier 1	SWSE	33	27N	113W
NLBU #66-04	022096000001	490352116100	Frontier 1	NESW	4	27N	113W

752

263764-00

Form 3000-3a
(January 1996)

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
02 DEC 16 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-131921

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

BURLINGTON RESOURCES OIL & GAS COMPANY LP
3300 N. "A" STREET, BUILDING 6
MIDLAND, TX 79705-5406

*If more than one transferee, check here ☐ And list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	C	D	E	f
TOWNSHIP 32 NORTH, RANGE 111 WEST, 6TH PM SECTION 8: N2SE, SESE CONTAINING 120.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET THIS TRANSFER IS SUBJECT TO THE CD EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001	90.0%	90.0%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

295404

RECORDED Feb. 11 2003 1:20PM
IN BOOK 123 0+6 PAGE 752
FEES $14.00 M L 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 JAN 01 2003

By _____ _____ JAN 31 2003
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, If needed.

In the event Assignee shall at any time desire to surrender said lease or allow said lease to terminate or expire as to all or any part of the lands covered thereby, Assignee shall so notify Assignor in writing thereof at least ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

542 [illegible]

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)Tranaferee'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 14th day of November, 2002 Executed this 20th Day of November, 2002

Name of Transferor **PANNONIAN ENERGY, INC.** **BURLINGTON RESOURCES OIL AND GAS COMPANY LP**

Transferor Please type or print
Michael J. Duncan (Signature)
Attorney-in-fact (Signature)

Transferee
or
Attorney-in-fact S. Keith Frank (Signature)
S. Keith Frank

14 INVERNESS DRIVE EAST, H-236
(Transferor's Address)
ENGLEWOOD, COLORADO 80112
(City) (State) (Zip Code)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management (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)

This instrument was acknowledged before me this 14 day of November 2002, by Pierce E. Davis as CEO of Pannonian Energy Inc., a Delaware Corporation.

My commission expires: January 18, 2006

Suzanne Wright, Notary Public
14 Inverness Drive East, H-236
Englewood, CO 80112

263764-00

Form 3000-3a
(January 1996)

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
02 DEC 16 AM 9:02
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-131921

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **BURLINGTON RESOURCES OIL & GAS COMPANY LP**
   Street **3300 N. "A" STREET, BUILDING 6**
   City, State, ZIP Code **MIDLAND, TX 79705-5406**

*If more than one transferee, check here ☐ And list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (*Check One*) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (*Check one or both, as appropriate*) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
A	b	C	D	E	f
TOWNSHIP 32 NORTH, RANGE 111 WEST, 6TH PM SECTION 8: N2SE, SESE CONTAINING 120.00 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING LIMITED IN DEPTH FROM THE BASE OF THE FORT UNION FORMATION TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET	10%	10%	NONE	1% PROPORTIONATELY REDUCED TO THE LEASEHOLD INTEREST BEING CONVEYED WITHIN	THOSE OF RECORD

THIS TRANSFER IS SUBJECT TO THE CD EXPLORATION AGREEMENT BETWEEN SHAMA ZOE LIMITED PARTNERSHIP, PANNONIAN ENERGY, INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY LP DATED AUGUST 15, 2001

295405

RECORDED Feb. 11 2003 1:20PM
IN BOOK 123 046 PAGE 755
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE
THE UNITED STATES OF AMERICA

This 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 JAN 01 2003

By _____ (Authorized Officer)

LAND LAW EXAMINER JAN 01 2003
(Title) (Date)

FOR ASSIGNEE

755

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 ninety (90) days in advance of the surrender, termination or expiration date, and Assignor shall then have the right to reacquire said lease as to all or any part of the lands affected by such surrender, termination or expiration by notifying Assignee in writing thereof within ten (10) days after receipt by Assignor of such notice, whereupon Assignee shall forthwith reassign to Assignor all of such interest. 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 Assignor is obligated to honor the reassignment rights of any Assignor in the chain-of-title.

532,13

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 14th day of November, 2002 Executed this 20th Day of November, 2002

Name of Transferor: **SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP**

Please type or print

Transferor Gilman A. Hill (Signature) GILMAN A. HILL, GENERAL PARTNER

Attorney-in-fact _____ (Signature)

7128 SOUTH POPLAR LANE (Transferor's Address)

ENGLEWOOD, COLORADO 80112 (City) (State) (Zip Code)

BURLINGTON RESOURCES OIL AND GAS COMPANY LP

Transferee or Attorney-in-fact S. Keith Frank

S. Keith Frank (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)

This instrument was acknowledged before me this 14th day of November 2002, by GILMAN A. HILL, AS GENERAL PARTNER of SHAMA ZOE LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

My commission expires: NOVEMBER 21, 2002

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2002

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 125138
See Exhibit "A"

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)*
Street
City, State, ZIP Code

Williams Production Rocky Mountain Company
One Williams Center
Tulsa, OK 74172

*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
See Exhibit "A" attached hereto and made a part hereof. Subject to the terms and conditions of that certain Farmout Agreement between the parties here to dated April 16, 2002.	See Exhibit	See Exhibit	See Exhibit	None	Those of Record

295406

RECORDED Feb 11 2003 1:20p
IN BOOK 123046 PAGE 758
FEES $ 17.00
SUBLETTE COUNTY PINEDALE
By

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)

(Continued on reverse)

[redacted] [redacted] [redacted]

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 6th day of January 2003.

Witness my hand and official seal.

Jackie M. Smaldone
Notary Public
Address: 304 Inverness Way South
Englewood, CO 80112

My Commission Expires: 04-10-06

JACKIE M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

OKLAHOMA NOTARY PUBLIC
TERESA R. HIGGINS
TULSA COUNTY
COMM EXP. 06-12-2005

The foregoing instrument was acknowledged before me by Dorsey Roach, as Attorney-in-Fact for Williams Production Rocky Mountain Company this 21st day of January 2003.

Witness my hand and official seal.

Teresa R. Higgins
Notary Public
Address: P.O. Box 3102
Tulsa, OK 74101-9827

My Commission Expires: 06-12-05

States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) ... 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 6th day of January 2003

Name of Transferor as shown on current lease Ultra Resources, Inc.
(Please type or print)

Transferor Robin Benko
(Signature)
or
Attorney-in-fact _____
(Signature)

403 Inverness Way South, Suite 295
(Transferor's Address)

Englewood CO 80112
(City) (State) (Zip Code)

Executed this 21st day of January 2003

Williams Production Rocky Mountain Company

Transferee _____
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

EXHIBIT "A"

LEASE SERIAL NO	LEASE DATE	LAND DESCRIPTION	PRECENTAGE OWNED	CONVEYED	RETAINED
USA WYW-125138	9/1/1991	T31N R109W SEC 20: N/2, SW/4, N/2SE/4, SW/4SE/4 SUBLETTE COUNTY, WY	68.0000%	51.0000%	17.0000%
USA WYW-153757	9/1/1991	T31N 109W SEC 19: Lots 1-12, E/2 SEC 29: W/2 NE/4, W/2 SEC 30: E/2 SUBLETTE COUNTY, WY	68.0000%	51.0000%	17.0000%
USA WYW-124623	7/1/1991	T31N R109W SEC 32: Lot 5, SW/4 NE/4, W/2 SE/4, W/2 SEC 33: Lots 4, 7, NW/4 NW/4, E/2	68.0000%	51.0000%	17.0000%
		T31N R109W SEC 33: NE/4 NW/4	68.0000%	68.0000%	0.0000%
		T30N R109W SEC 3:Lot 4, S/2 NW/4, SW/4 SE/4, SW/4 SEC 4: Lots 1, 2, 3, S/2 NE/4, SE/4 NW/4, S/2 SEC 5: Lots 2, 3, 4, 5, S/2 NW/4, NW/4 SW/4, SE/4 SE/4 SEC 6: Lots 8-13, S/2 NE/4 SUBLETTE COUNTY, WY	85.0000%	63.7500%	21.2500%
USA WYW-118166	12/1/1989	T31N R109W SEC 28: E/2 W/2, NW/4 SW/4, SW/4 SE/4 SUBLETTE COUNTY, WY	60.0000%	45.0000%	15.0000%
USA WYW-143046	10/1/1997	T31N R109W SEC 34: W/2 NW/4	68.0000%	51.0000%	17.0000%

760

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Susan C. Arbuckle
5201 E. Camino Bosque, Tucson, AZ 85718,
hereinafter called ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto: Walter K. Arbuckle
633 17th St. #1650, Denver, CO 80202,
hereinafter called ASSIGNEE, his heirs and assigns, 50.0% of Assignors interest in all oil, gas and other minerals produced, saved and marketed under the terms of the oil and gas lease(s) more particularly set forth and described on the attached Exhibit " A ", attached to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 6th day of January, 2003, effective January 1, 2003.

WITNESS:

Susan C. Arbuckle

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 6th day of January, 2003, by SUSAN C. ARBUCKLE.

Witness my hand and notarial seal.

OFFICIAL SEAL
MARY KYLE CORNELIUS
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires Apr. 18, 2004

My Commission Expires: April 18, 2004

295407

RECORDED Feb 11 03 1:20PM
IN BOOK 1230 PAGE 761
FEES $ 11.00 COUNTY CLERK
STATE OF WYOMING

762

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED 10603, 2002, BY AND BETWEEN SUSAN C. ARBUCKLE AND WALTER K. ARBUCKLE.

WYW-016158 — INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS:

T-30-N. R-108-W
Section 25: NW¼NW¼
Section 26: N½

WYW-015314 — INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS:

T-30-N, R-108-W
Section 22: NE¼
Section 23: NW¼

All lands located in Sublette County, WY

[redacted] [redacted] [redacted]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT, subject to the terms, reservations and conditions hereinafter set forth, between FLYING J OIL & GAS INC., a Utah corporation ("Flying J") and BIG WEST OIL & GAS INC., a Utah corporation, whose address is 333 West Center Street, North Salt Lake, Utah 84054-2805 (hereinafter collectively referred to as "Assignor"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto NPC Inc., a Colorado corporation, whose address is 550 N. 31st Street, Suite 500, Billings, Montana 59101, (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to the following, other than the Excluded Assets defined in subparagraph (g) below (hereinafter referred to as the "Interests"):

(a) All of Assignor's interests, in and to the entire estates created by the leases, licenses, permits and other agreements described in Exhibit "A" (the "Leases") and the lands described in Exhibit "A" (the "Lands"), and including any overriding royalty interests, mineral fee interests, reversionary interests, production payments, net profits interests, and any other interests Assignor may own in or affecting the oil and gas minerals underlying the Lands, and including all of Assignor's interests in and to its oil and gas assets whether correctly described herein unless specifically included within the Excluded Assets, together with (i) all rights, privileges, benefits and powers conferred upon Assignor as the holder of the Leases with respect to the use and occupation of the surface of the Lands that may be necessary, convenient or incidental to the possession and enjoyment of the Leases, (ii) all rights in respect of any pooled, communitized, or unitized acreage located in whole or in part within the Lands by virtue of the Leases, including rights to production from the pool, communitized area, or unit allocated to any Lease being a part thereof, regardless of whether such production is from the Lands, (iii) all rights, options, titles and interests of Assignor granting Assignor the right to obtain, or otherwise earn interests within the Lands no matter how earned, and (iv) all tenements, hereditaments and appurtenances belonging to any of the foregoing;

(b) The undivided interests in and to all of the oil and gas wells, saltwater disposal wells and injection wells (the "Wells") as set forth in Exhibit "A-1" together with all hydrocarbons produced from the Wells and Leases together with any tight sands tax credits associated therewith, gas balancing positions, and all of the personal property, fixtures and improvements now or as of the Effective Time (as set forth herein below) on the Lands,

295408

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

appurtenant thereto or used in connection therewith or with the production, gathering, storing, measuring, treating, operating, maintaining, marketing, or transportation of production from the Wells, Lands or Leases or lands pooled, communitized or unitized therewith, including all surface or downhole equipment and personal property associated with the Wells or situated upon the Leases, together with all such surface and downhole equipment, fixtures and inventory and personal property and equipment, if any, not physically located upon the Leases, but used, or intended for use, in connection with the Leases (the "Equipment") and specifically including the Sidney, Montana, field office and with any other field office or yard associated with the Leases together with all real and personal property comprising or associated with all such field offices and yards;

(c) The contracts and contractual rights, obligations and interests, including all farmout agreements, farmin agreements, drilling contracts, operating agreements, sales contracts, saltwater disposal agreements, division orders and transfer orders, hedges, swaps and collars relating to production by Assignor and other contracts or agreements covering or affecting any or all of the Wells, Leases and/or Lands (the "Contracts");

(d) The easements, licenses, authorizations, permits, rights of way, servitudes, surface leases, the building lease for any field office and similar rights and interests applicable to the ownership or operation of the Wells;

(e) All of Assignor's right, title and interest in and to those gathering pipeline systems commencing at or near each Well connected to each subsystem and lying upstream of the interconnects with other pipeline systems, all as designated and depicted on Exhibit "A-2" hereto (the "Gas Gathering Systems") together with all of Assignor's right, title and interest in and to (1) all easements, rights-of-way, licenses, permits and other agreements necessary or incidental to the ownership, maintenance and operation of the Gas Gathering Systems; (2) all other agreements, permits, licenses, contracts, property and rights incident or appurtenant to Gas Gathering Systems; and (3) all pipelines, gathering lines, meters, meter runs, drips, taps, valves, compressors, generators, dehydrators, building, facilities, telecommunication equipment and other personal property (including, without limitation, any inventory) used to receive gas into a Gas Gathering System and to transport and redeliver the same out of such system at the interconnection points depicted on Exhibit "A-2".

(f) Insofar as such pertain to the Leases, Lands, Wells and the other equipment, personal property, Contracts, Gas Gathering Systems and other matters described herein, all books, records, reports, manuals, files, title documents, including correspondence, records of production, maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, and other written material relating to the Interests and in Assignor's possession, including without limitation, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal income tax returns and records) and files, maps, core data, hydrocarbon analyses, well logs, mud logs, field studies, together with other files, contracts,

and other records and data, including all geologic and geophysical data and seismic data of Assignor relating to the Interests, whether maintained in paper or electronic form(the "Records"); however, Assignor shall have no obligation to furnish Assignee any data or information which Assignor cannot provide to Assignee because of third party restrictions.

(g) As used herein, "Excluded Assets" means, (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Utah Uniform Commercial Code) attributable to the Interests with respect to any period of time prior to the Effective Time; (b) all claims and causes of action of Assignor (i) except as set forth in Section 5.08 of that certain Purchase and Sale Agreement dated December 13, 2002 by and between Assignor and Assignee (the "Purchase and Sale Agreement"), arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time, (ii) arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or (iii) with respect to any of the Excluded Assets; (c) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time; (d) all substances produced or sold from the Lands and Leases with respect to all periods prior to the Effective Time, together with all proceeds from or of such substances; (e) claims of Assignor for refunds of or loss carry forwards with respect to (i) production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes, or (iii) any taxes attributable to the Excluded Assets; (f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Interests with respect to any periods prior to the Effective Time; (g) all proceeds, income or revenues (and any security or other deposits made) attributable to (i) the Interests for any period prior to the Effective Time, or (ii) any Excluded Assets; (h) all personal computers and associated peripherals and all radio and telephone equipment except that which is located on the Wells; (i) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (k) data that cannot be disclosed or assigned to Assignee as a result of confidentiality arrangements under agreements with persons unaffiliated with Assignor; (l) all audit rights arising under any Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets; and, (m) Assignor's interests in and to the Uinta Basin, White River Dome and Powder River Basin Coalbed Methane properties and the Rife's Rim Field all as described on Exhibit A-3; and (n) that certain field office of Assignor located in Ballard, Utah.

To have and to hold forever subject to the terms hereof.

Assignee shall assume all of Assignor's plugging, replugging, abandonment, removal, disposal and restoration obligations associated with the Wells acquired hereunder. Such

obligations being assumed shall include, but not be limited to, all necessary and proper plugging and abandonment and/or removal and disposal of all of the wells, whether pre-existing or drilled by Assignor, and all structures, personal property, and equipment located on or associated with the Leases, the necessary and proper capping and burying of all associated flowlines, and any necessary disposal of naturally occurring radioactive material (NORM) or asbestos except those matters which are asserted as Environmental Defects and which remain uncured. All plugging, replugging, abandonment, removal, disposal and restoration operations shall be in compliance with applicable laws, rules and regulations and conducted in a good and workmanlike manner.

- Assignor and Assignee shall indemnify each other as follows:

(1) Including any "Environmental Claim" as defined in (3) hereinbelow, Assignee shall defend, indemnify and save and hold harmless Assignor against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times on and after the Effective Time.

(2) Excluding (i) any "Environmental Claim" as defined in (3) hereinbelow, Assignor shall defend, indemnify and save and hold harmless Assignee against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times prior to the Effective Time and of which Seller has been timely notified pursuant to the Purchase and Sale Agreement as hereinafter defined.

(3) Notwithstanding any terms contained in (1) and (2) above, but in furtherance of same, Assignee expressly agrees to fully and promptly pay, perform and discharge, defend, indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, resulting from any "Environmental Claim" as hereinafter defined arising out of any operations conducted, commitment made or any action taken or omitted at any time, whether accruing or relating to times prior to or after the Effective Time, with respect to the Interests. For purposes of this paragraph "Environmental Claim" shall mean any claim, demand or cause of action asserted by any governmental agency or any person, corporation or other entity for personal injury (including sickness, disease or death), property damage or damage to the environment resulting from the discharge or release of any chemical, material or emission into one or more of the environmental media at or in the vicinity of the Interests.

(4) Notwithstanding the provisions of paragraph 3 above, if after the Closing, but in no event later than one (1) year after the Closing Date, any third party other

[redacted] [redacted] [redacted]

than Buyer asserts an Environmental Claim arising from an act, omission or other event which occurred prior to the Effective Time and the out-of-pocket cost of resolving such Environmental Claim, including the cost to remediate in accordance with applicable environmental laws, or damages incurred with respect thereto exceeds $35,000.00 net to Seller's interest (individually a "Retained Environmental Liability" and collectively the "Retained Environmental Liabilities"), Buyer may notify Seller in writing to assume such Environmental Claim relating to such Retained Environmental Liabilities in accordance with the terms of this paragraph 4. Such written notice shall describe the details known to Buyer of the Environmental Claim relating to such Retained Environmental Liability and Buyer shall concurrently furnish to Seller all information available to Buyer relating to such Environmental Claim. If Buyer timely notifies Seller of such Environmental Claim relating to a Retained Environmental Liability on or before one (1) year after the Closing Date, Seller shall retain the risk, cost, expense and liability related to such Retained Environmental Liability. If Buyer fails to notify Seller in writing of any Environmental Claim within the 1 year period following the Closing Date, Buyer shall have waived and forfeited Buyer's right to require Seller to retain the risk, cost, expense and/ or liability relating to such Retained Environmental Liability. It is agreed that Seller and Buyer will cooperate with each other in connection with the disposition of the Retained Environmental Liability which may require either (i) remediation, (ii) reacquisition of the affected Interests by Seller (taking into consideration the Allocated Value therefor less net profits owed or received by Buyer and the value added by subsequent development or operations), or (iii) such other disposition as Seller and Buyer shall mutually agree. Notwithstanding the foregoing, if the parties cannot agree on the disposition of or the cost to remediate or otherwise resolve a Retained Environmental Liability, the affected Interest shall be reacquired by Seller. Notwithstanding the provisions of this paragraph 4, Seller shall have no obligation under this section unless the aggregate value of all Retained Environmental Liabilities exceed $500,000.00, which amount is a threshold, not a deductible, and if such threshold is exceeded, the indemnity obligation provided in this Section 4 shall be from the first dollar.

(5) THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY. ASSIGNEE AND ASSIGNOR ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND

WARRANTIES EXCEPT FOR TITLE AS HEREIN PROVIDED. WITHOUT LIMITATION OF THE FOREGOING, THE INTERESTS SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT THE INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM") IN, ON, OR UNDER THE INTERESTS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE INTERESTS, AND ASSIGNEE SHALL, EXCEPT AS PROVIDED OTHERWISE HEREIN, ACCEPT ALL OF THE SAME "AS IS, WHERE IS". WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, PRICING ASSUMPTIONS OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OR POTENTIAL OF THE INTERESTS TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE INTERESTS OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR, OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION, AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE OR DISCLOSED TO ASSIGNEE ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

This instrument is with special warranty of title, by, through and under Assignor, but not otherwise.

[redacted] [redacted] [redacted]

This instrument is made expressly subject to the Purchase and Sale Agreement.

Assignor and Assignee agree that they shall execute and deliver to each other any other instrument necessary to accomplish the transaction contemplated by this Assignment.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land.

This Assignment is being executed in several counterparts all of which are identical, except that to facilitate recordation, only that portion of Exhibits A and A-1 which contain specific descriptions of the Interests located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and other portions of Exhibit A and A-1 are included by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing all Exhibits have been retained by Assignor and Assignee.

EXECUTED this 29 day of January, 2003, but EFFECTIVE as of November 1, 2002 (the "Effective Time").

ASSIGNOR:

FLYING J OIL & GAS INC.

By: _____
John R. Scales
President

BIG WEST OIL & GAS INC.

By: _____
John R. Scales
President

ASSIGNEE:

NPC INC.

By: _____
Ronald B. Santi
Vice President – Land, Assistant Secretary

STATE OF UTAH §
§
COUNTY OF Davis §

This instrument was acknowledged before me on the 29th day of January, 2003, by John R. Scales, President of Flying J Oil & Gas Inc., a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
My Commission Expires
September 22, 2004
STATE OF UTAH

Launa Badovinac
Notary Public in and for
the State of Utah

My Commission Expires: _____

STATE OF UTAH §
§
COUNTY OF Davis §

This instrument was acknowledged before me on the 29th day of January, 2003, by John R. Scales, President of Big West Oil & Gas Inc., a Utah corporation, on behalf of said corporation.

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
My Commission Expires
September 22, 2004
STATE OF UTAH

Launa Badovinac
Notary Public in and for
the State of Utah

My Commission Expires: _____

STATE OF Utah §
§
COUNTY OF Davis §

This instrument was acknowledged before me on the 29th day of January, 2003, by Ronald B. Santi, Vice President – Land, Assistant Secretary, of NPC Inc., a Colorado corporation, on behalf of said corporation.

NOTARY PUBLIC
Launa Badovinac
637 East 950 South #17
Brigham City, Utah 84302
My Commission Expires
September 22, 2004
STATE OF UTAH

Launa Badovinac
Notary Public in and for
the State of _____

My Commission Expires: _____

[redacted] [redacted] [redacted]

EXHIBIT A

BIG WEST OIL & GAS INC.								
SUBLETTE COUNTY, WY								
					LEASE			
LEASE		LSE	EXP		GROSS			RECORDED
NO.	LEASE NAME	DATE	DATE	LAND DESCRIPTION	ACRES	BOOK	PAGE	ENTRY
WY575005	USA WY W 135131	2/1/95	2/1/05	T28N R110W, 6TH PM	1280			
				SEC 13: E2				
				SEC 24: ALL				
				SEC 25: N2				
WY575005	USA WY W 135131	2/1/95	2/1/05	T28N R110W, 6TH PM	614.92			
				SEC 1: S2, LOTS 1(27.68), 2(32.60), 3				
				(36.80), AND 4(37.84)				
				SEC 12: SE				
WY575019	USA WYW 136819	7/1/95	6/30/05	T28N R109W, 6TH PM *RT*	560			
				SEC 23: S2NE, W2, SE				
WY575019	USA WYW 136819	7/1/95	6/30/05	T28N R109W, 6TH PM *OPR*	560			
				SEC 23: S2NE, W2, SE				
WY575019	USA WYW 136819	7/1/95	6/30/05	T28N R109W, 6TH PM *RT*	80			
				SEC 23: N2NE				
WY575019	USA WYW 136819	7/1/95	6/30/05	T28N R109W, 6TH PM *OPR*	80			
				SEC 23: N2NE				
				(LESS AND EXCEPT THE WELLBORE OF THE				
				TOT UNIT #9 WELL LOCATED IN THE NENE				
				OF SECTION 23)				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N R110W, 6TH PM *OP*	240			
				SEC 23: SW, W2SE				
				SURF TO S.E. OF 14,892'				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N R110W, 6TH PM *OP*	240			
				SEC 23: SW, W2SE				
				BELOW THE S.E. OF 14,892'				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N R110W, 6TH PM *OP*	560			
				SEC 26: SENE, W2, W2E2, NESE				
				SURFACE TO S.E. OF 14,892'				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N R110W, 6TH PM *OP*	560			
				SEC 26: SENE, W2, W2E2, NESE				
				BELOW THE S.E. OF 14,892'				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N, R110W, 6TH PM *OP*	80			
				SEC. 23: E2SE				
				BELOW 14,892'				
WY631001	USA WYW 0320797	12/1/65	11/30/75	T27N, R110W, 6TH PM *OP*	40			
				SEC 26: NENE				
				BELOW 14,892'				
WY632001	USA WYW 15340	10/1/68	9/30/78	T27N R112W, 6TH PM *RT*	320			
				SEC 24: E2				
WY632001	USA WYW 15340	10/1/68	9/30/78	T27N R112W, 6TH PM *OPR*	320			
				SEC 24: E2				
				SURFACE TO THE SE OF 4,900'				
WY632002	USA WYW 2108	11/1/66	10/31/76	T27N R112W, 6TH PM *OPR*	120			
				SEC 24: NWNW, W2SW				
				SURFACE TO THE SE OF 4,900'				
WY632002	USA WYW 2108	11/1/66	10/31/76	T27N R112W, 6TH PM *OPR*	320			
				SEC 25: W2				
				SURFACE TO THE SE OF 4,900'				
WY632002	USA WYW 2108	11/1/66	10/31/76	T27N R112W, 6TH PM *OPR*	40			
				SEC 24: SWNW				
				SURFACE TO THE SE OF 4,900'				
WY693001.01	CLARA Y LEGG	8/29/00	8/28/03	T31N R111W, 6TH PM	160	116	306	280713
				SEC 11: SW				
WY693001.01	CLARA Y LEGG	8/29/00	8/28/03	T31N R111W, 6TH PM	120	116	306	280713
				SEC 14: N2NW, SWNW				
WY693001.01	CLARA Y LEGG	8/29/00	8/28/03	T31N R111W, 6TH PM	190	116	306	280713
				SEC 15: SENE, E2NW, NWNW, N2SWNW, N2S				
				2SWNW				
WY693001.01	CLARA Y LEGG	8/29/00	8/28/03	T31N R111W, 6TH PM	10	116	306	280713
				SEC 15: S2S2SWNW				
WY693001.02	KENT PROFIT	8/29/00	8/28/03	T31N R111W, 6TH PM	160	116	309	280714
				SEC 11: SW				
WY693001.02	KENT PROFIT	8/29/00	8/28/03	T31N R111W, 6TH PM	120	116	309	280714
				SEC 14: N2NW, SWNW				
WY693001.02	KENT PROFIT	8/29/00	8/28/03	T31N R111W, 6TH PM	190	116	309	280714
				SEC 15: SENE, E2NW, NWNW, N2SWNW, N2S				
				2SWNW				

EXHIBIT A

WY693001.02	KENT PROFIT	8/29/00	8/28/03	T31N R111W, 6TH PM	10	116	309	280714
				SEC 15: S2S2SWNW				
WY693001.03	DARLENE J SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	160	116	334	280826
				SEC 11: SW				
WY693001.03	DARLENE J SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	120	116	334	280826
				SEC 14: N2NW, SWNW				
WY693001.03	DARLENE J SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	190	116	334	280826
				SEC 15: SENE, E2NW, NWNW, N2SWNW, N2S				
				2SWNW				
WY693001.03	DARLENE J SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	10	116	334	280826
				SEC 15: S2S2SWNW				
WY693001.04	ROBERT MACK SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	160	116	303	280712
				SEC 11: SW				
WY693001.04	ROBERT MACK SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	120	116	303	280712
				SEC 14: N2NW, SWNW				
WY693001.04	ROBERT MACK SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	190	116	303	280712
				SEC 15: SENE, E2NW, NWNW, N2SWNW, N2S				
				2SWNW				
WY693001.04	ROBERT MACK SMITH	8/29/00	8/28/03	T31N R111W, 6TH PM	10	116	303	280712
				SEC 15: S2S2SWNW				
WY693001.05	MYRTLE & DALE JENSEN	8/29/00	8/28/03	T31N R111W, 6TH PM	10	116	386	280892
				SEC 15: S2S2SWNW				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	80	116	152	280403
				SEC 4: W2SW				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	440	116	152	280403
				SEC 5: SWNE, S2NW, S2				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	120	116	152	280403
				SEC 6: SENE, E2SE				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	80	116	152	280403
				SEC 7: E2NE				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	560	116	152	280403
				SEC 8: E2, SW, W2NW				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	280	116	152	280403
				SEC 9: W2W2, E2SW, SWSE				
WY693002.01	WILMA BLOOM DAVIS ET VIR	8/1/00	7/31/03	T31N R110W, 6TH PM	296.61	116	152	280403
				SEC 16: LOTS 1(39.78), 2(21.76), 3(35.07)				
				[AKA W2NW, SENW], NE, NENW				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	80	116	155	280404
				SEC 4: W2SW				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	440	116	155	280404
				SEC 5: SWNE, S2NW, S2				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	120	116	155	280404
				SEC 6: SENE, E2SE				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	80	116	155	280404
				SEC 7: E2NE				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	560	116	155	280404
				SEC 8: E2, SW, W2NW				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	280	116	155	280404
				SEC 9: W2W2, E2SW, SWSE				
WY693002.02	BONNIE BLOOM ALEXANDER	8/1/00	7/31/03	T31N R110W, 6TH PM	296.61	116	155	280404
				SEC 16: LOTS 1(39.78), 2(21.76), 3(35.07)				
				[AKA W2NW, SENW], NE, NENW				
WY693003.01	THOMAS SANFORD	10/10/00	4/9/01	T31N R111W, 6TH PM	318.52			
				SEC 1: LOTS 3(39.80), 4(39.72) [AKA N				
				2NW], S2NW, SW, LESS 1 ACRE OF SESW				
WY693003.01	THOMAS SANFORD	10/10/00	4/9/01	T31N R111W, 6TH PM	519.45			
				SEC 2: LOTS 1(39.72), 2(39.81), 3(39.				
				4(40.01)[AKA N2N2], S2NE, SENW,				
				E2SW, SE				
WY693003.01	THOMAS SANFORD	10/10/00	4/9/01	T31N R111W, 6TH PM	80			
				SEC 11: N2NE				
WY693003.01	THOMAS SANFORD	10/10/00	4/9/01	T31N R111W, 6TH PM	79			
				SEC 12: N2NW, LESS 1 ACRE IN THE NENW				
WY693003.02	LOIS JANTZ	10/10/00	4/9/01	T31N R111W, 6TH PM	318.52			
				SEC 1: LOTS 3(39.80), 4(39.72) [AKA N				
				2NW], S2NW, SW, LESS 1 ACRE OF SESW				
WY693003.02	LOIS JANTZ	10/10/00	4/9/01	T31N R111W, 6TH PM	519.45			
				SEC 2: LOTS 1(39.72), 2(39.81), 3(39.	91),			
				4(40.01)[AKA N2N2], S2NE, SENW,				
				E2SW, SE				
WY693003.02	LOIS JANTZ	10/10/00	4/9/01	T31N R111W, 6TH PM	80			
				SEC 11: N2NE				
WY693003.02	LOIS JANTZ	10/10/00	4/9/01	T31N R111W, 6TH PM	79			
				SEC 12: N2NW, LESS 1 ACRE IN THE NENW				

[redacted] [redacted] [redacted]

EXHIBIT A

WY693003.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T31N R111W, 6TH PM	318.52			
				SEC 1: LOTS 3(39.80), 4(39.72) [AKA N				
				2NW], S2NW, SW, LESS 1 ACRE OF SESW				
WY693003.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T31N R111W, 6TH PM	519.45			
				SEC 2: LOTS 1(39.72), 2(39.81), 3(39.				
				4(40.01)[AKA N2N2], S2NE, SENW,				
				E2SW, SE				
WY693003.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T31N R111W, 6TH PM	80			
				SEC 11: N2NE				
WY693003.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T31N R111W, 6TH PM	79			
				SEC 12: N2NW, LESS 1 ACRE IN THE NENW				
WY693004.01	THOMAS SANFORD	10/10/00	4/9/01	T32N R111W, 6TH PM	40			
				SEC 26: SWSW				
WY693004.01	THOMAS SANFORD	10/10/00	4/9/01	T32N R111W, 6TH PM	240			
				SEC 27: S2NE, SE				
WY693004.01	THOMAS SANFORD	10/10/00	4/9/01	T32N R111W, 6TH PM	160			
				SEC 34: NE				
WY693004.01	THOMAS SANFORD	10/10/00	4/9/01	T32N R111W, 6TH PM	600			
				SEC 35: W2NE, SENE, NW, S2				
WY693004.02	LOIS JANTZ	10/10/00	4/9/01	T32N R111W, 6TH PM	40			
				SEC 26: SWSW				
WY693004.02	LOIS JANTZ	10/10/00	4/9/01	T32N R111W, 6TH PM	240			
				SEC 27: S2NE, SE				
WY693004.02	LOIS JANTZ	10/10/00	4/9/01	T32N R111W, 6TH PM	160			
				SEC 34: NE				
WY693004.02	LOIS JANTZ	10/10/00	4/9/01	T32N R111W, 6TH PM	600			
				SEC 35: W2NE, SENE, NW, S2				
WY693004.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T32N R111W, 6TH PM	40	118	154	284270
				SEC 26: SWSW				
WY693004.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T32N R111W, 6TH PM	240	118	154	284270
				SEC 27: S2NE, SE				
WY693004.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T32N R111W, 6TH PM	160	118	154	284270
				SEC 34: NE				
WY693004.03	DEBORAH C CARRICK ET VIR	5/30/01	5/29/04	T32N R111W, 6TH PM	600	118	154	284270
				SEC 35: W2NE, SENE, NW, S2				
WY693005.01	JAMES M MILLER ESTATE	8/22/00	8/21/02	T31N R110W, 6TH PM	102.04	116	366	
				SEC 7: LOTS 3(31.06, 4(30.98) [AKA W2				
				SW], SESW				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R110W, 6TH PM	240	116	366	
				SEC 17: NWNE, S2NE, NESW, SWSW, SWSE				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R110W, 6TH PM	230.91	116	366	
				SEC 18: LOT 1(30.91) [AKA NWNW], NWNE				
				S2NE, NENW, NESE				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R110W, 6TH PM	80	116	366	
				SEC 20: NWNE, NENW				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R111W, 6TH PM	240	116	366	
				SEC 11: S2NE, SE				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R111W, 6TH PM	480	116	366	
				SEC 12: S2N2, S2				
WY693005.01	JAMES M MILLER ESTATE MARGUE	8/22/00	8/21/02	T31N R111W, 6TH PM	160	116	366	
				SEC 13: N2N2				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R110W, 6TH PM	102.04	116	408	
				SEC 7: LOTS 3(31.06, 4(30.98) [AKA W2				
				SW], SESW				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R110W, 6TH PM	240	116	408	
				SEC 17: NWNE, S2NE, NESW, SWSW, SWSE				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R110W, 6TH PM	230.91	116	408	
				SEC 18: LOT 1(30.91) [AKA NWNW], NWNE				
				S2NE, NENW, NESE				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R110W, 6TH PM	80	116	408	
				SEC 20: NWNE, NENW				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R111W, 6TH PM	240	116	408	
				SEC 11: S2NE, SE				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R111W, 6TH PM	480	116	408	
				SEC 12: S2N2, S2				
WY693005.02	KATHLEEN M MILLER	8/22/00	8/21/02	T31N R111W, 6TH PM	160	116	408	
				SEC 13: N2N2				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	102.04	116	488	
				SEC 7: LOTS 3(31.06, 4(30.98) [AKA W2				
				SW], SESW				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	240	116	488	
				SEC 17: NWNE, S2NE, NESW, SWSW, SWSE				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	230.91	116	488	
				SEC 18: LOT 1(30.91) [AKA NWNW], NWNE				

EXHIBIT A

				S2NE, NENW, NESE				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	80	116	488	
				SEC 20: NWNE, NENW				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	240	116	488	
				SEC 11: S2NE, SE				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	480	116	488	
				SEC 12: S2N2, S2				
WY693005.03	MATTHEW D MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	160	116	488	
				SEC 13: N2N2				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R110W, 6TH PM	102.04	116	579	
				SEC 7: LOTS 3(31.06, 4(30.98) [AKA W2				
				SW], SESW				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R110W, 6TH PM	240	116	579	
				SEC 17: NWNE, S2NE, NESW, SWSW, SWSE				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R110W, 6TH PM	230.91	116	579	
				SEC 18: LOT 1(30.91) [AKA NWNW], NWNE				
				S2NE, NENW, NESE				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R110W, 6TH PM	80	116	579	
				SEC 20: NWNE, NENW				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R111W, 6TH PM	240	116	579	
				SEC 11: S2NE, SE				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R111W, 6TH PM	480	116	579	
				SEC 12: S2N2, S2				
WY693005.04	PATRICIA ROBERTS ET VIR	8/22/00	8/21/02	T31N R111W, 6TH PM	160	116	579	
				SEC 13: N2N2				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	102.04	116	372	
				SEC 7: LOTS 3(31.06, 4(30.98) [AKA W2				
				SW], SESW				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	240	116	372	
				SEC 17: NWNE, S2NE, NESW, SWSW, SWSE				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	230.91	116	372	
				SEC 18: LOT 1(30.91) [AKA NWNW], NWNE,				
				S2NE, NENW, NESE				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R110W, 6TH PM	80	116	372	
				SEC 20: NWNE, NENW				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	240	116	372	
				SEC 11: S2NE, SE				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	480	116	372	
				SEC 12: S2N2, S2				
WY693005.05	ROBERT M MILLER ET UX	8/22/00	8/21/02	T31N R111W, 6TH PM	160	116	372	
				SEC 13: N2N2				
WY693006	USA WYW 121407	9/1/90	8/31/00	T32N R110W, 6TH PM	597.93	99	266	248919
				SEC 18: LOTS 1(29.31), 2(29.42), 3(2				
				9.54), 4(29.66), [AKAW2W2], E2W2, E2				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FORMATION DEFINED AS 300' BELOW THE				
				SE OF THE FORMATION CHARACTERSITICS I				
				DENTIFIED ON THE OPEN HOLE LOGS AT THE				
				REFERENCED DEPTH OF THE CLOSEST OF TH				
				E FOLLOWING SIX REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693006	USA WYW 121407	9/1/90	8/31/00	T32N R110W, 6TH PM	599.74	99	266	248919
				SEC 19: LOTS 1(29.77), 2(29.88), 3(2				
				9.99), 4(30.10), [AKAW2W2], E2W2, E2				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FORMATION DEFINED AS 300' BELOW THE				
				SE OF THE FORMATION CHARACTERISTICS I				
				DENTIFIED ON THE OPEN HOLE LOGS AT THE				
				REFERENCED DEPTH CLOSEST OF THE FOLLO				
				WING 6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693007	USA WYW 121408	9/1/90	8/31/00	T32N R110W, 6TH PM	480	99	264	248918
				SEC 20: W2, W2E2				
				DEPTHS BELOW THE FORT UNION FM DEFINED				

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EXHIBIT A

				AS 300' BELOW THE SE OF THE FM				
				CHARACTERISTICS IDENTIFIED ON THE OPEN				
				HOLE LOGS AT THE REFERENCED DEPTH OF				
				THE CLOSEST OF THE FOLLOWING 6 REFERE				
				NCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693008	USA WYW 118866	1/1/90	12/31/99	T32N R110W, 6TH PM	601.21	98	575	248290
				SEC 30: LOTS 1(30.19), 2(20.26), 3(30.34),				
				4(30.42), [AKAW2W2], E2W2, E2				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERISTICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				
				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693009	USA WYW 131389	2/1/94	1/31/04	T32N R110W, 6TH PM	400	103	540	258084
				SEC 29: W2, W2NE				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERISTICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				
				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693010	USA WYW 102774	1/1/88	12/31/97	T32N R111W, 6TH PM	600	98	554	248256
				SEC 23: N2, SW, NESE, S2SE				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERISTICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				
				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693010	USA WYW 102774	1/1/88	12/31/97	T31N R111W, 6TH PM	40	98	554	248256
				SEC 23: NWSE				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERISTICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				
				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERNECED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693010	USA WYW 102774	1/1/88	12/31/97	T32N R111W, 6TH PM	640	98	554	248256
				SEC 24: ALL				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERSITICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				

EXHIBIT A

EXHIBIT A

				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				
WY693010	USA WYW 102774	1/1/88	12/31/97	T32N R111W, 6TH PM	400	98	554	248256
				SEC 25: E2, E2NW				
				DEPTHS BELOW THE BASE OF THE FORT UNI				
				ON FM DEFINED AS 300' BELOW THE SE OF				
				THE FM CHARACTERISTICS IDENTIFIED ON				
				THE OPEN HOLE LOGS AT THE REFERENCED				
				DEPTH OF THE CLOSEST OF THE FOLLOWING				
				6 REFERENCED WELLS:				
				1) 7,262' COTTONWOOD #32-33 T32N-R111W-SEC 33: SWNE				
				2) 8,535' MESA FEDERAL #22-2 T31N-R110W-SEC 2: SENW				
				3) 6,870' BILLY #33-16 T31N-R111W-SEC16: NWSE				
				4) 6,790' ROSS 'A' FEDERAL #13-19 T30N-R110W-SEC 19: NWSW				
				5) 8,010' PARADISE #22-31 T31N-R109W-SEC 31: NESW (LOT 7)				
				6) 8,686' LUMAN #11-25 T32N-R110W-SEC25: NESW				

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EXHIBIT A-1

WELL NO	WELL NAME	STATUS	GWI	NRI	COUNTY	ST	TWP	RNG	SEC	QTR
78400	TOT UNIT #9 (ORRI)	BPO	0.000000	0.024292	SUBLETTE	WY	28N	109W	23	NENE
78400		APO	0.081563	0.071367						
78415	ELM FEDERAL 23-13	NPO	0.095886	0.083870	SUBLETTE	WY	28N	109W	23	NWNE
78427	GANNETT 13-16 (ORRI)	BPO	0.000000	0.023333	SUBLETTE	WY	33N	109W	16	SWSW
78435	ELM FEDERAL 23-14	NPO	0.095886	0.083870	SUBLETTE	WY	28N	109W	23	NENE
78458	ELM FEDERAL 23-22	NPO	0.095886	0.083870	SUBLETTE	WY	28N	109W	23	SENW
78490	ELM FEDERAL 23-12	NPO	0.095886	0.088697	SUBLETTE	WY	28N	109W	23	NENW

EXHIBIT A-2
GAS GATHERING SYSTEMS & PLANTS

PIPELINE	FIELD	COUNTY	STATE
Murphy Dome Gathering (a/k/a/ Murphy Dome Pipeline)	Murphy Dome	Washakie & Hot Springs	WY
Murphy Dome Pipeline (a/k/a Kirby Creek Pipeline)	Murphy Dome	Hot Springs	WY
Elkhorn Ranch Pipeline	Elkhorn Ranch	McKenzie	ND
Elkhorn Ranch SWD System	Elkhorn Ranch	McKenzie	ND
Monument Lake Pipeline	Monument Lake	Sweetwater	WY
SE Bell Creek	SE Bell Creek	Powder River	MT
Blue Gravel	Fortification Creek	Moffat	CO
Sage Spring Creek North	Sage Spring Creek North	Natrona	WY
Buck Peak Gathering & Gas Plant	Buck Peak	Moffat	CO
North Grieve Gas Plant	Grieve, North	Natrona	WY
Bower Gathering System	Bower	Converse	WY
Kirby Creek Pipeline	Kirby	Washakie	WY

EXHIBIT A-3
EXCLUDED ASSETS

1. Uinta Basin Properties
   All assets owned by Assignor within the Uinta Basin, including without limitation those located in Duchesne and Uintah Counties, Utah

2. White River Dome Prospect
   All assets owned by Assignor within the following townships in Rio Blanco County, Colorado:

   Township 1 North, Range 96 West
   Township 1 North, Range 97 West
   Township 1 North, Range 98 West
   Township 2 North, Range 96 West
   Township 2 North, Range 97 West
   Township 2 North, Range 98 West
   Township 3 South, Range 100 West

3. Rife's Rim Prospect
   All assets owned by Assignor within the following townships in Sweetwater, County, Wyoming:

   Township 14 North, Range 101 West
   Township 15 North, Range 101 West