302928

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00A
BOOK 1270 PAGE 1
FEES 14.00
SUBLETTE COUNTY
By Jodi Bradley

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RBC DAIN RAUSCHER CUSTODIAN FBO RITA WRIGHT OUJESKY (IRA) #1101-8669-5774, ("Participant"), whose address is 510 MARQUETTE AVENUE SOUTH, MINNEAPOLIS, MN 55402 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00395349 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00395349 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

4

30292

March 15 04 10:00 A.M.
BOOK 127 O&G PAGE 4
FEE 14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RBC DAIN RAUSCHER CUSTODIAN FBO MARK STRADER SEP (IRA) #1101-5308-6506, ("Participant"), whose address is 510 MARQUETTE AVENUE SOUTH, MINNEAPOLIS, MN 55402 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00150000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00150000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302930

March 15 04 10:00A
1270+G 7
1400
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

BRAD REEVES, ("Participant"), whose address is 7010 TOKALON DRIVE, DALLAS, TX 75214 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302931

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 at 10:00A
BOOK 127 O&G PAGE 10
FEES 14.00
Ry Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

CROW REYNOLDS, LTD., ("Participant"), whose address is 4010 82ND, SUITE 260, LUBBOCK, TX 79423 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00593023 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00593023 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

[redacted] [redacted] [redacted]

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble

A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §
§

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

Michael E. Franks

Notary Public in and for the State of Texas

302932

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00
BOOK 127 OAG PAGE 13
PAGE 40
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

GERALD L. RIDGELY, JR., ("Participant"), whose address is P. O. BOX 803544, DALLAS, TX 75380-3544 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .01000000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .01000000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

16

302933

CONVEYANCE

March 15 04 10:00
BK 1270 PG 16
14.00
By Debbie Scott

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

ROBERT MICHAEL BOLING DEALING IN HIS SOLE AND SEPARATE PROPERTY, ("Participant"), whose address is P. O. BOX 2021, ROSWELL, NM 88201 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00210853 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00210853 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302934

March 15 04 10:00a
127.00 19
1400

By Cathy Saxton

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RICHARD L. ROGERS, ("Participant"), whose address is 2618 COUNTRY VALLEY RD., GARLAND, TX 75043-1116 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00593023 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00593023 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302935

RECORDED March 15 04 10:00a
IN BOOK 1270+6 PAGE 22
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Bates

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

ROGERS WILSON INVESTMENTS, ("Participant"), whose address is 4210 SPICEWOOD SPRINGS ROAD, SUITE 203, AUSTIN, TX 78759 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00395349 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00395349 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302936

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00a
IN BOOK 127046 PAGE 25
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Beatty

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

ROYAL MESA, INC., ("Participant"), whose address is ATTN: ALFRED C. TERAN, 5401 GOLDEN SUNSET COURT FRISCO, TX 75034.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00219946 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00219946 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

28

302937

CONVEYANCE

(PINEDALE PROPERTIES)

RECORDED March 15 at 10:00 A.M.
IN BOOK 127 OF 6 PAGE 28
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

THE RUBIN-LADD FOUNDATION, ("Participant"), whose address is ATTN: ROBERT S. WALZER, P. O. BOX 63 GEORGETOWN, CT 06829.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302938

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04:00:00
BK 127 OR 16 PAGE 31
FEE $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SJ & EA SERVICES, INC., ("Participant"), whose address is ATTN: CARL OSTERBERG, 520 SWANSON AVENUE PLACENTIA, CA 92870.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00025000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00025000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

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remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302939

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00am
IN BOOK 1270+6 PAGE 34
FEES $14.00
SUBLETTE COUNTY CLERK
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RUSSELL S. SAMPSON, ("Participant"), whose address is 14534 GLENDALE AVE., PRIOR LAKE, MN 55372 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00200000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00200000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

[redacted] [redacted] [redacted]

CONVEYANCE

(PINEDALE PROPERTIES)

302940 March 5 at 10:00a
BOOK 127 of B PAGE 37
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Bell

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

KEN F. SANDERS, ("Participant"), whose address is P. O. BOX 3466, SAN ANGELO, TX 76902 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00209302 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00209302 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

40

302941

CONVEYANCE

(PINEDALE PROPERTIES)

FILED March 15 04 10:00 A
IN BOOK 127 0+6 PAGE 40
FEES 14.00
SUBLETTE COUNTY CLERK
B. Cathcart

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

VERNON SCHOEMAKER, ("Participant"), whose address is 1999 W. AIRPORT FREEWAY, IRVING, TX 75062-6004 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .01186046 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .01186046 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302942

March 15 1410:00a
BOOK 127 0+6 PAGE 43
FEES 14.00
SUBLETTE COUNTY, WYOMING
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

JIM SEXTON, ("Participant"), whose address is 4504 14TH STREET, LUBBOCK, TX 79416-4804 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00505814 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00505814 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

46

302943

March 15 04 10:00
127 046 46
14 00

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SUE SEXTON, ("Participant"), whose address is 4504 14TH STREET, LUBBOCK, TX 79416-4804 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00494186 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00494186 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302944

RECORDED March 15 04 10:00
IN BOOK 127 016 PAGE 49
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

JOHN PAUL SHABY, ("Participant"), whose address is 12063 W. JEFFERSON BLVD., CULVER CITY, CA 90230 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00395349 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00395349 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

52

302945

CONVEYANCE

(PINEDALE PROPERTIES)

March 16 at 10:00
127046 52
14.00
By Cathy Bostrom

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

JOHN S. SHARP (IRA) C/O AUSTIN TRUST COMPANY, TRUSTEE, ("Participant"), whose address is 336 S. CONGRESS AVENUE, SUITE 100, AUSTIN, TX 78704-1221

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302946

March 15 04:00 PM
BOOK 127 0+6 PAGE 55
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

REAGAN SIRMONS AND BETTY KATHERINE SIRMONS, ("Participant"), whose address is 12503 OVERCUP, HOUSTON, TX 77024 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00395349 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00395349 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302947

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 at 10:00A
IN BOOK 127 0+6 PAGE 58
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Deputy

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SOLOTKIN INVESTMENTS, LTD., ("Participant"), whose address is 5626 PRESTON OAKS, 9-A, DALLAS, TX 75240 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00197674 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00197674 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302948

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00a
BK BOOK 127 O&G PAGE 61
FEES 14.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SONOSKY FAMILY TRUST, ("Participant"), whose address is ATTN: JEROL M. SONOSKY, 1802 MAIDEN LANE PETALUMA, CA 94954.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00250000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00250000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

64

302949

CONVEYANCE

(PINEDALE PROPERTIES)

RECORDED March 15 04 10:00 am
IN BOOK 127046 PAGE 64
FEES $ 14.00
SUBLETTE COUNTY COUNTY CLERK
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RUSSELL SCOTT TARBETT, ("Participant"), whose address is 6032 JEREME TRAIL, DALLAS, TX 75252 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00371868 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00371868 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302950

CONVEYANCE

March 15 04 10:00
BOOK 127 OF 6 PAGE 67
FEES 14.00
By Cathy Scott

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RICHARD R. TARTRE AND MARY B. TARTRE, TRUSTEES, RICHARD R. TARTRE AND MARY B. TARTRE FAMILY TRUST U/A 2/4/93, ("Participant"), whose address is 10028 HEAVENLY WAY, LA MESA, CA 91941 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

70

302951

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00
Book 127 O+G Page 70
Fees 14.00
By Cathy Scott

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

TED N. STEFFEN ROLLOVER IRA, ("Participant"), whose address is 2404 BARRET HILL ROAD, LOUISVILLE, KY 40205-1635 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00200000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00200000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302952

March 15 04 10:00a
BOOK 127 016 PAGE 73
FEES 14.00
SUBLETTE COUNTY

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

STANLEY E. STEPHENS, ("Participant"), whose address is 1808 79TH NW, BRADENTON, FL 34209 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00118605 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00118605 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

76

302953

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00
127 046 76
14.00
By Carla Boston

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

MARK STRADER, ("Participant"), whose address is 2021 HICKORY DRIVE, LITTLE ELM, TX 75068 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00438202 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00438202 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302954

CONVEYANCE

(PINEDALE PROPERTIES)

March 04 10:00
BOOK 127 OF 6
FEES 14.00
SUBLETTE COUNTY

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

EARL N. STREACKER, ("Participant"), whose address is 7217 ASHBURY LANE, FINDLAY, OH 45840 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00200000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00200000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

82

302955

March 15 04:00pm
BOOK 1270+6 PAGE B2
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

ELIZABETH R. STRICKLIN, ("Participant"), whose address is 3840 MOCKINGBIRD LANE, DALLAS, TX 75205 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY,, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302956

RECORDED March 15 04 10:00A
IN BOOK 127 of 6 PAGE 85
FEES $ 14.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY TREASURER'S STAMP
By Cathy Snyder

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

GEORGE SUSAT, ("Participant"), whose address is 3812 ACAPULCO COURT, IRVING, TX 75062 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

88

302957

RECORDED March 15 04 10:00
IN BOOK 127 O+G PAGE 88
FEES $ 14.00
SUBLETTE COUNTY CLERK
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SWEETBRIAR PARTNERS, LTD, ("Participant"), whose address is P. O. BOX 3466, SAN ANGELO, TX 76902 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .02569767 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .02569767 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

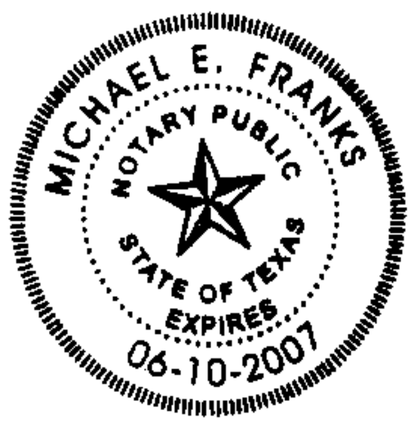
IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.



_____
Notary Public in and for the State of Texas

302958

RECORDED March 15 04 10:00 a.m.
BOOK 127 O+G PAGE 91
FEES $ 14.00 COUNTY CLERK
By Cathy Soto

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

TC STRICKLIN TESTAMENTARY TRUST, JP MORGAN ACCT. #55010883215100, ATTN: MIKE NUTTER, ("Participant"), whose address is 300 CRESCENT COURT, SUITE 400, DALLAS, TX 75201 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

94

302953

March 15 @ 10:00a
127016 94
14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

TENAIRS PARTNERS, LTD., ("Participant"), whose address is 1222 NORTH LOOP 12, IRVING, TX 75061 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .03953488 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .03953488 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

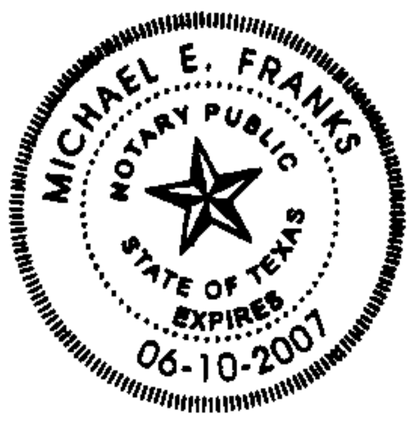
NOBLE ROYALTIES, INC.

By A. Scott Noble

A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.



Michael E Franks

Notary Public in and for the State of Texas

302960

March 15 at 10:00a
BOOK 127 O+G PAGE 97
FEES 14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

MATTHEW THERRELL, ("Participant"), whose address is 428 EAST COWAN DRIVE, HOUSTON, TX 77007 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00790698 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00790698 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

100

302961

CONVEYANCE

(PINEDALE PROPERTIES)

RECORDED March 15 04 10:00
IN BOOK 127 O&G PAGE 100
FEES 14.00
SUBLETTE COUNTY CLERK
B. Dath Bach

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

SHERYL K. THOMSON, ("Participant"), whose address is 2705 QUAIL VALLEY, IRVING, TX 75060-5547 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00197674 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00197674 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302962

March 15 04 10:00
127046 103
14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

UPTOWN PROPERTIES, INC., ("Participant"), whose address is C/O ROBERT OLIVER, 4528 BORDEAUX AVENUE DALLAS, TX 75205.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00197674 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00197674 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

106

302963

March 15 04:10:00
127016 TYPE 106
14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

KENNETH W. USHER, ("Participant"), whose address is 4645 MOCKINGBIRD LANE, DALLAS, TX 75209 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00197674 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00197674 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

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IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302964

March 15 04:10:00
Book 127 Page 109
Fee 14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

VERITAS HIGH YIELD ARBITRAGE FUND (VERITAS) LLC, ATTN: JIM KASTBERG, ("Participant"), whose address is 500 WEST PUTNAM AVENUE, 3RD FLOOR, GREENWICH, CT 06830-6086 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00300000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00300000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

Michael E Franks
Notary Public in and for the State of Texas

111

112

302965

March 15 04 10:00
127.0+6 112
14.00
By Cathy Scott

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

VERITAS HIGH YIELD ARBITRAGE FUND (BERMUDA) LLC, ATTN: JIM KASTBERG, ("Participant"), whose address is 500 WEST PUTNAM AVENUE, 3RD FLOOR, GREENWICH, CT 06830-6086 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00700000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00700000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received

by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302966

March 15 04 10:00
BOOK 127-6 PAGE 115
FEES 14.00
SUBLETTE COUNTY

By Cathy Bradley

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

ROBERT WALZER AND ANN WALZER, ("Participant"), whose address is 26 BEEHOLM ROAD, W. REEDING, CT 06896 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00250000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00250000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

CONVEYANCE **302967**

March 15 04 10:00
BOOK 1270+S PAGE 118
FEES $ 14.00
SUBLETTE COUNTY CLERK
By Cathy Bradley

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

CHARLES W. STANLEY, JR., ("Participant"), whose address is P. O. BOX 117762, CARROLLTON, TX 75011 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00046378 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00046378 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

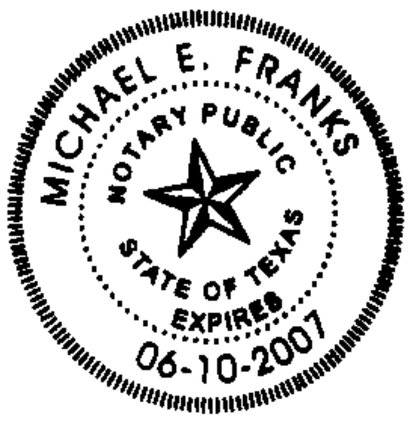
IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.



_____
Notary Public in and for the State of Texas

302968

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00a
BOOK 127 OR6 PAGE 121
FEE $ 14.00
SUBLETTE COUNTY CLERK B Catherston

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

WHANN FAMILY PARTNERSHIP, L.P., ATTN: R. TYLER WHANN, PRESIDENT, ("Participant"), whose address is 7522 AZALEA LANE, DALLAS, TX 75230 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302969

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04 10:00AM
BOOK 127 OG PAGE 124
FEES 14.00
By Cathy Sob

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

WILDAM INVESTMENTS, L.P., ("Participant"), whose address is 5429 LBJ FREEWAY, SUITE 400, DALLAS, TX 75240 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00107431 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00107431 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302970

March 15 04 10:00a
127046 127
14.00
By Cathy Bradley

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

WILLIAM M. WOODALL, ("Participant"), whose address is 8201 PRESTON ROAD, SUITE 280, DALLAS, TX 75225 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00500000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00500000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302971

CONVEYANCE

(PINEDALE PROPERTIES)

March 15 04:00 PM
BOOK 127 OPS PAGE 130
FEES 14.00 COUNT
SUBLETTE COUNTY

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

PAN XIAOYAN, ("Participant"), whose address is 21009 SEVEN SPRINGS PARKWAY, CUPERTINO, CA 95014-5158 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00593023 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00593023 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

302972

RECORDED March 15 04 10:00
IN BOOK 1270+6 PAGE 133
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
B. [illegible]

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

YMP INC. RETIREMENT TRUST, ("Participant"), whose address is 21009 SEVEN SPRINGS PARKWAY, CUPERTINO, CA 95014 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00158140 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00158140 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

[redacted] [redacted] [redacted]

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

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SUBLETTE COUNTY CLERK
By Cathy Smith

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

GERALD L. AND CAROLE A. ZANG REVOCABLE TRUST, ("Participant"), whose address is 2227 ARGONNE MEADOWS DRIVE, LAKE ST. LOUIS, MO 63367-2324 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00200000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00200000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

[redacted] [redacted] [redacted]

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

TEXAS PRESBYTERIAN FOUNDATION, ("Participant"), whose address is ATTN: JOHN C. FURLOW, 3500 OAK LAWN, SUITE 300 DALLAS, TX 75219.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided 1% of 100% or .01000000 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided 1% of 100% or .01000000 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

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303014

RECORDED March 17 2004 11:10A M
IN BOOK 127 O&G PAGE 139
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Layton

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By _____
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

MICHAEL E. FRANKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-10-2007

_____
Notary Public in and for the State of Texas

AGREEMENT REGARDING ROYALTY, REPORTING, AND CALCULATIONS

This AGREEMENT REGARDING ROYALTY, REPORTING, AND CALCULATIONS is made between EOG Resources, Inc. ("EOG") and The Wyoming Board of Land Commissioners and the Wyoming Office of State Lands & Investments ("State") effective as of the first day of the first full production month after the calendar month in which the State has obtained all regulatory approvals ("Effective Date").

WHEREAS, EOG is a working interest owner in producing and non-producing State of Wyoming oil and gas leases including, but not limited to, the oil and gas leases described in Exhibit A attached hereto and by this reference made a part hereof, and

WHEREAS, the Parties desire to establish a royalty valuation, calculation and reporting methodology for royalties on natural gas produced from or attributable to the State of Wyoming oil and gas leases now owned or hereafter acquired by EOG.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Commencing with the Effective Date, the royalties to be paid by EOG as a working interest owner in any State of Wyoming oil and gas leases now owned or hereafter acquired by EOG on gas, including casinghead gas or other hydrocarbon substances, produced from said lease and saved and sold by EOG or used off the premises or in the manufacture of gasoline or other products therefrom ("EOG's Gas") shall be calculated as follows:

(a) For gas sold by EOG and transported to the Opal Gas Processing Plant ("Opal Plant") on behalf of EOG or its purchaser, EOG's Gas shall be valued based upon the arithmetic average of the following three published index prices for monthly spot gas delivered to pipelines: Northwest Pipeline Corp. – Rocky Mountains, Kern River Gas Transmission Co. – Wyoming, and Colorado Interstate Gas Co. – Rocky Mountains - - as published in the first-of-the-month edition of Inside F.E.R.C.'s Gas Market Report for the production month (Index Price).

In the event the Inside F.E.R.C.'s Gas Market Report subsequently only publishes two of the three index prices, then the value shall be based upon the arithmetic average of the remaining two index prices. In the event Inside F.E.R.C.'s Gas Market Report subsequently only publishes one of the index prices or ceases to be published, the parties shall determine an alternative publication and index price or arithmetic average of index prices to be used which represents the delivered to interstate pipeline spot gas price for residue gas at the outlet of the Opal Plant. In the event the parties cannot agree on an alternative publication and index price or arithmetic average of index prices, the

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Page 1 of 6

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

parties agree to submit to binding arbitration for the selection of an alternative publication and index price or arithmetic average of index prices which represent the delivered to interstate pipeline spot gas price for residue gas at the outlet of the Opal Plant.

Payment shall be based on the product of (i) the Index Price (as determined above) times (ii) EOG's allocated share of the wellhead MMBtus calculated and reported to EOG by Williams Field Services or other receiving pipelines (allocated in the event of commingling prior to delivery to the receiving pipeline based upon each well's metered volume and tested Btu content). Each contributory well's volume must be measured by a meter calibrated no less than annually. Btu content must be established through periodic chromatographic analysis or other industry standard methodologies. In the event MMBtus are not reported to EOG, the MMBtus shall be determined based upon the product of the metered volume reported times the applicable Btu content. All payments shall be made without any deductions from the Index Price or total volumes attributed to EOG interest ownership in State leases. EOG also agrees to pay royalties for condensate at its first arm's-length sales price at the storage tanks (i.e., net of any actual, reasonable and direct costs of transportation of the condensate from the tanks to the point of sale). EOG shall not be required to pay any royalties on natural gas liquids sold by it. Attached hereto and by this reference made a part hereof is Exhibit C, which contains, at Part I, a sample calculation under this subparagraph (1)(a) for gas from a single well behind the Opal Plant.

(b) For gas sold by EOG but not transported to the Opal Plant on behalf of EOG or its purchaser, EOG's Gas shall be valued as provided in Paragraph (a) except that the value shall be based only upon the index or indices for the pipeline or pipelines to which the wells are connected. In the situation described in Paragraph (a) where it becomes necessary to determine an alternative publication and index price or arithmetic average of index prices, the determination shall be based upon an alternative publication and index price or arithmetic average which represent the applicable delivered to interstate pipeline spot gas price for gas produced from the vicinity where the gas covered by this Paragraph (b) is located.

(c) In no event shall the State receive royalties from EOG on a wellhead MMBtu basis, under the methodology set forth in Paragraph (1)(a) above, which are less than the royalties received by the United States of America for its royalties from the same field. The royalties received by the United States of America from a particular field for a particular production month shall be the net amount paid to the United States of America for production from that field, after applicable deductions under federal gas valuation regulations, divided by the total wellhead MMBtu's produced from or attributable to the federal oil and gas leases in that field. For gas sold by EOG and transported to the Opal Plant on behalf of EOG or its purchaser, EOG may aggregate all of the gas production from or attributable to federal oil and gas leases and treat such production as if it

had been produced from one field. Attached hereto and by this reference made a part hereof is Exhibit C which, at Part II, contains a sample calculation under this subparagraph (1)(c) for gas behind the Opal Plant.

(d) The parties acknowledge that EOG needs to make system changes to accommodate the methodology set forth in Paragraph (a). For the first two production months after the Effective Date, EOG may pay according to its present methodology but shall make prior period adjustments on or before the first day of the fourth production month after the Effective Date to conform payments to the methodology set forth in Paragraph (1)(a).

(2) In addition to the monthly electronic royalty reporting requirements of the State, EOG will make available on a monthly basis to the Wyoming Office of State Lands and Investments, a summary for all Gas sold by EOG from State oil and gas leases, by Lease and by well, showing gross wellhead Mcfs; gross MMBtu's (or Btu content and the product of the Btu content and gross Mcfs); the applicable Index Prices and, where permitted by applicable law, hardcopy support for the Index Prices; the total value (wellhead MMBtu's times applicable Index Price); and the State's royalty share (12.5% or other %). The Parties recognize that the current monthly electronic royalty reporting requirements of the State require volumetric reporting of volumes and values and may otherwise differ from the methodology set forth in this Agreement. The Parties shall coordinate the monthly electronic royalty reporting requirements given the methodology set forth in this Agreement.

(3) The State agrees that the payment and reporting by EOG of royalties on its share of production sold by EOG from State Leases according to the methodology set forth in Paragraph (1) above and reporting according to the provisions of Paragraph (2) above shall fully satisfy EOG's legal obligations to the State for State royalties under all leases, statutes, rules, regulations and case law, with respect to reporting, valuing and calculating royalties, subject to any claims arising out of any errors concerning volumes, price, Btu content, or decimal interest to (the "Reserved Claims"). The existence of Reserved Claims shall not be a basis for declaring a breach of this Agreement, provided, however, that errors shall be corrected in a timely manner after EOG has notice of the existence of such errors. The provisions of this Paragraph (3) shall be appurtenant to and run with the interests of EOG in the minerals produced and sold by EOG from State oil and gas leases.

(4) As to EOG's working interest in any State oil and gas leases now owned or hereafter acquired by EOG, the provisions of this Agreement shall be incorporated into all such leases and, during the term of this Agreement, the provisions of this Agreement shall be the sole and exclusive method by which royalties under the EOG Leases and the Future Leases are to be calculated and reported. To the extent of any inconsistency between the provisions of this Agreement and the provisions of any EOG Leases or Future Leases, the provisions of this Agreement shall control. Nothing in this Agreement shall affect the provisions of any existing or future State oil and gas leases regarding any right of the State to take in kind or provisions regarding the royalty free use of natural gas for operating purposes or for stimulating the production of oil or

secondary recovery purposes. This Agreement shall be binding upon and inure to the benefit of EOG's successors and assigns. In the event all or any portion of EOG's working interest in any State lease is assigned, this Agreement shall be deemed to be a separate agreement as to the assignee and a default hereunder by one assignee shall not be deemed to be a default by EOG or any other assignee. Each Party represents to the other that it has full authority to bind such Party to the terms set forth herein.

(5) In the event Inside F.E.R.C.'s Gas Market Report subsequently only publishes one of the index prices for the Rocky Mountain Region or ceases to be published, the parties shall negotiate in good faith an alternative publication and index price or arithmetic average of index prices which represent the applicable delivered to interstate pipeline spot gas price as described in Paragraphs (1) and (2) above. During the pendency of such negotiations, EOG shall continue to pay royalties pursuant to the pricing methodology in this Agreement based upon the last spot gas price published, subject to retroactive adjustment. If there is no applicable publication or index price(s), the parties shall negotiate in good faith an alternative objective formula which represents the applicable delivered to interstate pipeline spot gas price as described in Paragraphs (1) and (2) above. If the parties have not reached agreement within ninety days after the event triggering negotiation, then, upon the written request of a Party delivered to the other Party, the matter shall be referred to and finally determined by arbitration in accordance with the following provisions:

(a) Within ten days after the delivery of a written request for arbitration under this provision, the State and EOG shall each appoint an arbitrator. The two arbitrators thus appointed shall select a third arbitrator. If either party fails to appoint an arbitrator as provided herein, the other party may apply to the United States District Court for the District of Wyoming for the appointment of such an arbitrator. If within ten days of the appointment of the second of them, the original two arbitrators are unable to agree upon a third arbitrator who will accept the appointment, either party may petition the United States District Court for the District of Wyoming for the appointment of a third arbitrator. Should any vacancy occur by reason of the resignation, death or inability of one or more of the arbitrators to serve, the vacancy shall be filled according to the procedure applicable to the appointment of the arbitrator whose death, disability, or other inability to serve, created the vacancy. The arbitrators shall be impartial and disinterested and shall be individuals generally acknowledged to have the professional credentials and experience in the Rocky Mountain area necessary for evaluation and resolution of the matter that is the subject of the arbitration.

(b) Arbitration shall be held at a location to be mutually agreed to, and failing agreement, in Cheyenne, Wyoming.

(c) Arbitration shall be limited to selection of an alternative publication and index price or arithmetic average of index prices which represent the applicable delivered to interstate pipeline spot gas price as described in Paragraphs (1) and (2) above or, if there are none, then selection of an alternative objective formula which represents the applicable delivered to interstate pipeline spot gas price as described in Paragraphs (1)

and (2) above, and no other dispute under the Agreement shall be arbitrated, unless the parties agree otherwise.

(d) Time shall be of the essence in any arbitration. The hearing shall be held as expeditiously as reasonably possible, but in no event shall it commence more than 90 days from the selection of the third arbitrator. The hearing shall be conducted pursuant to the provisions of the Wyoming Uniform Arbitration Act, Wyo. Stat. §1-36-101, et seq. and the Rules of the American Arbitration Association to the extent not inconsistent with this Agreement. The arbitrators' decision shall be rendered not more than 45 days following submission of the matter for decision.

(e) Each party shall pay its own costs incurred in connection with arbitration proceedings except for the fees and expenses of the arbitrators, which shall be equally divided between the State and EOG.

(f) EOG shall have a reasonable period of time of not less than two full production months to implement the arbitration decision as to royalties owed after the date of the arbitration award. EOG and the State, as the case may be, shall have a reasonable period of time of not less than sixty (60) days to pay any additional royalties or refund any excess royalties paid prior to implementation of the arbitration decision.

(6) The scope of any royalty audits on EOG's gas production from State leases after the Effective Date, shall be limited to determining compliance with this Agreement.

(7) This Agreement does not apply to any working interest share of production owned by EOG in State oil and gas leases that is marketed by the operator instead of by EOG unless EOG pays any State royalties attributable to such production.

(8) This Agreement shall remain in full force and effect for so long as EOG owns a working interest in any State oil and gas leases, provided, however, that if at any time after December 31, 2006, the State no longer wishes to continue with this Agreement, the State may give written notice to EOG of its election to opt out of this Agreement effective on the first day of the fourth full production month after the month in which such notice is given. For example, if such notice is given on January 15th, the election will be effective starting with the May production month.

(9) The State of Wyoming, the Board of Land Commissioners, and the Office of State Lands and Investments do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law, except as explicitly provided for in this agreement.

IN WITNESS WHEROF, the parties by their duly authorized representatives have executed and entered into this AGREEMENT REGARDING ROYALTY, REPORTING, AND

CALCULATIONS on the date first written above and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

EOG RESOURCES, INC.
By:

By _____
Barry Hunsaker, Jr.
Sr. V.P. and General Counsel

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS

By _____
Governor Dave Freudenthal
President, Board of Land Commissioners

By _____
Lynne Boomgaarden, Director
Office of State Lands & Investments

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing AGREEMENT REGARDING ROYALTY, REPORTING, AND CALCULATIONS was acknowledged before me this ~~21st~~ 29th day of ~~January~~ February, 2004, by Dave Freudenthal & Lynne Boomgaarden.

_____
Notary Public

My Commission Expires: 5-12-04

TINA L VIGIL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 12, 2004

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing AGREEMENT REGARDING ROYALTY, REPORTING, AND CALCULATIONS was acknowledged before me this 29th day of January 2004, by Barry Hunsaker, Jr., Sr. V.P. and General Counsel.

_____
Notary Public

My Commission Expires: 9-11-2007

TINA MEYER
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
SEPTEMBER 11, 2007

Attorney General's Office Approval as to Form:

_____ 02-10-04
Stephanie Anesi, Assistant Attorney General Date

EOG's Counsel Approval as to Form:

_____
[Insert Name] Date

Exhibit A
Agreement Regarding Royalty, Reporting, and Calculations by and among EOG Resources, Inc., the Wyoming Board of Land Commissioners and the Wyoming Office of State Lands and Investments

LEASE NO.	LESSOR NAME	LSE DATE	GROSS ACRES	AGENCY #	EXP DATE	STATE	COUNTY	DESCRIPTION
0050109-000	ST WY 0-7395	09/16/48	640.00	ST WY 0-7395	09/16/58	WY	SUBLETTE	T29N-R113W SEC 16: ALL
0050114-000	ST WY 0-2843	09/16/44	640.00	ST WY 0-2843	09/16/54	WY	SUBLETTE	T28N-R113W SEC 16: ALL, RESURSVEY TRACT 37
0050140-000	ST WY 0-847	06/16/36	640.00	S WY 0-847	06/15/46	WY	SUBLETTE	T27N-R113W SEC 16: ALL
0050164-000	ST WY 0-11142	05/16/51	629.00	ST WY 0-11142	05/16/61	WY	SUBLETTE	T28N-R113W SEC 36: E2SW, SE, N2 (PART OF RESURVEY TRACT 54)
0050165-000	ST WY 0-20810	06/16/56	90.00	ST WY 0-20810	06/16/66	WY	SUBLETTE	T28N-R113W SEC 36: W2SW
0050205-000	ST WY 0-10799	03/02/51	679.39	S WY 0-10799	03/02/61	WY	SUBLETTE	T29N-R113W SEC 1: NENE T30N-R113W SEC 36: ALL
0050210-000	ST WY 0-13662	04/07/52	240.00	ST WY 0-13662	07/02/61	WY	SUBLETTE	T30N-R113W SEC 16: E2SW, SE
0050211-000	ST WY 0-11311	07/02/51	80.00	ST WY 0-11311	07/02/61	WY	SUBLETTE	T30N-R113W SEC 16: SWNE, SENE
0050212-000	ST WY 0-13663	04/07/52	240.00	ST WY 0-13663	08/15/61	WY	SUBLETTE	T30N-R113W SEC 16: NW, W2SW
0050306-000	ST WY 0-11141	05/16/51	640.00	ST WY 0-11141	05/15/61	WY	SUBLETTE	T27N-R113W SEC 36: NESW, NW, NWNE, NWSW, W2SWNE; E2NE
0050310-000	ST WY 0-11216B	05/16/51	320.00	ST WY 0-11216B	05/16/61	WY	SUBLETTE	T27N-R112W SEC 16: W2
0050330-000	ST WY #67-4099	04/02/67	320.00	ST WY #67-4099	04/01/77	WY	SUBLETTE	T27N-R112W SEC 16: E2 BEING W2NE, SESE, LOTS 1-5, 7, PORTION LOT 6 IN SWSE-PORTION IN CONFINES GREEN RIVER BED
0050424-000	ST WY 66-5165	03/02/66	640.00	ST WY 66-5165	03/02/76	WY	SUBLETTE	T28N-R114W SEC 16: ALL
0058963-000	ST WY 0-20476	01/16/56	560.00	ST WY 0-20476	01/15/66	WY	SUBLETTE	T28N-R114W SEC 36: N2, N2S2, S2SW
0059041-000	ST WY 0-11193	05/16/51	640.00	ST WY 0-11193	05/15/61	WY	SUBLETTE	T29N-R113W SEC 36: ALL
0075778-007	ST WY 00-00836	12/02/00		ST WY 00-00836	12/01/05	WY	SUBLETTE	T33N-R113W SEC 22: S2NE,SENW,E2SW,SE
0075778-008	ST WY 00-00837	12/02/00		ST WY 00-00837	12/01/05	WY	SUBLETTE	T33N-R113W SEC 23: S2N2,SW SEC 25: NWNW
0075778-009	ST WY 00-00626	10/02/00		ST WY 00-00626	10/01/05	WY	SUBLETTE	T33N-R113W SEC 27: NE, E2NW, NESE
0075899-000	ST WY 99-00412	07/02/99	136.81	WY 99-00412	07/01/04	WY	SUBLETTE	T32N-R114W SEC 12: LOT 3, S2NW, NWSW
0075931-000	ST WY 99-00626	11/02/99		S WY 99-00626	11/01/04	WY	SUBLETTE	T27N-R108W SEC 36: ALL

Exhibit A
Agreement Regarding Royalty, Reporting, and Calculations by and among EOG Resources, Inc., the Wyoming Board of Land Commissioners and the Wyoming Office of State Lands and Investments

LEASE NO.	LESSOR NAME	LSE DATE	GROSS ACRES	AGENCY #	EXP DATE	STATE	COUNTY	DESCRIPTION
0076137-000	ST WY 00-00399	07/02/00		ST WY 00-00399	07/01/05	WY	SUBLETTE	T32N-R114W SEC 36: ALL
0076252-000	ST WY 00-00630	10/02/00		ST WY 00-00630	10/01/05	WY	SUBLETTE	T33N-R114W SEC 34: N2N2, SWNW, NWSW
0076253-000	ST WY 00-00629	10/02/00		ST WY 00-00629	10/01/05	WY	SUBLETTE	T33N-R114W SEC 27: NWSW, S2S2
0076254-001	ST WY 00-00626	10/02/00		ST WY 00-00626	10/01/05	WY	SUBLETTE	T33N-R113W SEC 27: NE, E2NW, NESE
0076333-000	ST WY 00-00835	12/02/00		ST WY 00-00835	12/01/05	WY	SUBLETTE	T33N-R113W SEC 16: ALL
0076334-001	ST WY 00-00836	12/02/00		ST WY 00-00836	12/01/05	WY	SUBLETTE	T33N-R113W SEC 22: S2NE,SENW,E2SW,SE
0076335-001	ST WY 00-00837	12/02/00		ST WY 00-00837	12/01/05	WY	SUBLETTE	T33N-R113W SEC 23: S2N2,SW SEC 25: NWNW
0076336-000	ST WY 00-00838	12/02/00		ST WY 00-00838	12/01/05	WY	SUBLETTE	T33N-R113W SEC 23: SE
0076337-000	ST WY 00-00839	12/02/00		ST WY 00-00839	12/01/05	WY	SUBLETTE	T33N-R113W SEC 25: SWNW, W2SW
0076338-000	ST WY 00-00841	12/02/00		ST WY 00-00841	12/01/05	WY	SUBLETTE	T33N-R113W SEC 26: S2NE,SENW,NESW,S2SW,SE
0076339-000	ST WY 00-00842	12/02/00		ST WY 00-00842	12/01/05	WY	SUBLETTE	T33N-R113W SEC 36: ALL
0076434-000	ST WY 01-00194	04/02/01		ST WY 01-00194	04/01/06	WY	SUBLETTE	T31N-R113W SEC 16: S2
0076435-000	ST WY 01-00195	04/02/01		ST WY 01-00195	04/01/06	WY	SUBLETTE	T32N-R113W SEC 16: ALL
0076571-000	ST WY 99-00637	11/02/99			11/01/04	WY	SUBLETTE	T29N-R112W SEC 36: ALL
0076813-000	ST WY 02-00090	04/02/02	640.00	ST WY 02-00090	04/01/07	WY	SUBLETTE	T33N-R114W SEC 36: ALL
0076851-000	ST WY 02-00216	06/02/02	39.39	ST WY 02-00216	06/01/07	WY	SUBLETTE	T29N-R113W SEC 1: LOT 1

150

STIPULATION OF INTEREST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of certain working interests and/or record title interests in the leases described as follows:

Bureau of Land Management Lease WYW-135124
Dated February 1, 1995
Covering Township 32 North, Range 109 West
Section 21: SE/4
Section 22: S/2
Section 23: All
Section 24: W/2NW/4, SE/4NW/4, S/2
Sublette County, Wyoming

30305
303052
RECORDED March 18 at 04 3:55 PM
IN BOOK 127 O&G PAGE 150
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

WHEREAS, by Assignment of Overriding Royalty dated March 25, 1998, Ultra Resources, Inc. assigned an undivided 1% overriding royalty interest, proportionately reduced by Assignor's interest therein, to John E. Lucken Trust UTA dated March 17, 1979, John E. and Mary T. Lucken ,Trustees, Melange Associates, Inc., Patricia Granger Hughes, Leah Rachel Hughes, Marcus Garrett Hughes and Alexander Drake Hughes, ("Overriding Royalty Interests").

WHEREAS, by Transfer of Operating Rights dated December 9, 1999, approved effective February 1, 2000, Ultra Resources, Inc. assigned 23.11575% of 8/8ths out of its original 42.5% to Arrowhead Resources, (USA) Ltd.

WHEREAS, by Assignment of Oil & Gas Leases dated December 9, 1999, recorded in Book 113 O & G at Page 133, Ultra Resources, Inc. conveyed 54.39% of its 42.5% working interest to Arrowhead Resources (USA) Ltd.

WHEREAS per Letter Agreement dated August 19, 1997 between Ultra Resources, Inc. and Arrowhead Resources (USA) Ltd., it was established that the agreement was subject to several prior agreements of which the override agreement with John Lucken, Trustee et al was not included.

NOW, THEREFORE, the undersigned do stipulate and agree amongst themselves that the above "Overriding Royalty Interests" do not burden the working interest of Arrowhead Resources, (USA) Ltd. and that these "Overriding Royalty Interests" burden Ultra Resources as to the original 42.5% working interest that Ultra Resources, Inc. had before the assignment into Arrowhead Resources (USA) Ltd.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST on the date and year appearing in the Acknowledgement for each of the undersigned, but to be effective as of February 1, 2000.

ULTRA RESOURCES, INC.

BY: _____
Robin Benko Attorney-in-fact

ARROWHEAD RESOURCES (USA), LTD.

BY: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16TH day of FEBRUARY, 2004, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

4·10·06
(Seal if any)

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki M. Smaldone
Notary Public

~~STATE OF~~ PROVINCE OF BRITISH COLUMBIA)
~~COUNTY OF~~) ss.
)

The foregoing instrument was acknowledged before me this 1ST day of MAY, 2004, by Chris Schultze, President on behalf of **Arrowhead Resources (USA) Ltd.**

My Commission expires: does not

(Seal if any)

Ethan
Notary Public
Ethan P. Minsky
Barrister & Solicitor
800 - 885 West Georgia Street
Vancouver BC V6C 3H1 Canada
Telephone: (604) 687-5700

Effective 11-86
Form ML-2
(revised 7-92)

RETURN TO:
State and and Farm Loan Office
Herschler Bldg., 3 West
Cheyenne, WY 82002-0600

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

NOTE: ALL ASSIGNMENT MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 99-00413, effective July 2, 1999.
described completely as follows:

Township 33 North, Range 114 West
Section 33: S/2NE/4, NE/4SW/4, N/2SE/4

County Sublette Total Acres 200

****

ASSIGNOR, Huntington T. Walker

with address at 1580 Lincoln Street, Suite 635, Denver, CO 80203

being the owner of 100 percent Undivided Leasehold Interest
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Same as above - Entire Lease

for good and valuable consideration, hereby assigns to:

(1) North American Resources Company, assignee, with address at:
16 East Granite, Butte, MT 59701, 100 percent
interest in the lease: 0 percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease: _____ percent overriding royalty

(totaling 100 percent of full leasehold interest), insofar as it covers the following described land:

Same as above - entire lease

303053
303053

RECORDED March 19 2004 8:16 A M
IN BOOK 127 046 PAGE 152
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

containing 200 acres, more or less, and retaining 0 percent interest in this lease and reserving unto assignor overriding royalty interest of:
subject to: _____

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Director or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD unto assignee, its successors and assigns, subject tot he terms and conditions of said lease. The grants and reservation in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 8th day of November, 19 99

Huntington T. Walker
Assignor - Lessee

WITNESS:

_____

By: _____
Title

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO)
) **ss.**
County of DENVER)

On this 8th **day of** November, 19 99, **before me personally appeared** HUNTINGTON T. WALKER, **to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.**

Witness my hand and seal this 8th **day of** November, 19 99.

Cassie Ann Vanbeuren
Notary Public

My Commission expires: May 16, 2001

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) **ss.**
County of _____)

On this _____ **day of** _____, 19____, **before me personally appeared** _____, **to me personally know, who, being by me duly sworn, did say that he is the** _____ **of** _____ and that the foregoing instrument was signed 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** _____, 19____.

_____
Notary Public

My Commission expires: 62CC0C

Assignment approved by the Director, State Land and Farm Loan Office: DEC 29 1999

(Fee for recording this form of assignment is $25.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to State Land and Farm Loan Office in duplicate, as one copy is retained for the office record.)

154

Form 3060-2
(June 1988)

BUREAU OF LAND MANAGEMENT

98 FEB 23 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: 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.
W-131154
Lease Effective Date (Anniversary Date)
4-1-94
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Gasconade Oil Co.
633 17th St. #1910
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 31 N, R 108 W, 6th PM Sec. 4: S½ 5: Lots 10, 11, 12 8: NE¼, NE¼NW¼, N½SE¼ 9: All 10: W½ 15: All Sublette County, WY	N/A	N/A	N/A	-0-	1.5% of 8/8ths

303078
RECORDED March 19 2004 11:15a M
IN BOOK 127046 PAGE 154
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Catherston

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 19 2004
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 _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title)

[redacted] [redacted] [redacted]

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 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 9th day of Feb., 19 98

Name of Assignor as shown on current lease Walter K. Arbuckle Trust
(Please type or print)

Assignor Walter K. Arbuckle
(Signature)
or Walter K. Arbuckle, Trustee
Attorney-in-fact
(Signature)

633 17th St. #1910
(Assignor's Address)

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

Executed this 9th day of Feb., 19 98

Gasconade Oil Co.

Assignee W. Clifton Arbuckle
(Signature)
or W. Clifton Arbuckle, Pres.
Attorney-in-fact
(Signature)

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

U.S. GOVERNMENT PRINTING OFFICE: 1988—573-015:95011

156

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
95 JUN 23 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.
WYW131154

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG Producing Company
   Street 1450 Poydras St.
   City, State, ZIP Code New Orleans, LA 70112

*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
T31N, R108W, 6th PM Sec. 4: S½ 5: Lots 10, 11, 12 8: NE¼, NE¼NW¼ N½SE¼ 9: All 10: W½ 15: All Sublette County, WY	33.34% ~~30.0%~~	33.34% ~~30.0%~~	0.0	1.5% of 8/8ths	0.0

303074
RECORDED March 19 2004 11:15AM
IN BOOK 127046 PAGE 156
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 19 2004
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 JUL 01 1995

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

By [signature]

LAND LAW EXAMINER ORIGINAL JUL 17 1995

[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 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 3rd day of April, 19 95

Name of Assignor as shown on current lease Holmes P. McLish
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Holmes P. McLish
(Signature)

633 17th St. #1910
(Assignor's Address)

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

Executed this 14 day of June, 19 95

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

James W. Carrington, Jr.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully 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

158

Form 2000-3 •
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
95 JUN 23 AM 9:05
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.
WYW131154

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG Producing Company
   Street 1450 Poydras St.
   City, State, ZIP Code New Orleans, LA 70112

*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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX 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
T31N, R108W, 6th PM Sec. 4: S½ 5: Lots 10, 11, 12 8: NE¼, NE¼NW¼ N½SE¼ 9: All 10: W½ 15: All Sublette County, WY	~~38.0%~~ 33.33%	~~30.0%~~ 33.33%	0.0	1.5% of 8/8ths	0.0

303075
RECORDED March 19 2004 11:16 AM
IN BOOK 127 OTG PAGE 158
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 19 2004
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 JUL 01 1995

By Phyllis A Stone
(Authorized Officer)

☐ Assignment approved for attached land description

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

LAND LAW EXAMINER (Title) JUL 17 1995 (Date)

ORIGINAL

[redacted] [redacted] [redacted]

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

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 3rd day of April, 19 95

Name of Assignor as shown on current lease: Elliott A. Riggs (Please type or print)

Assignor or Attorney-in-fact: Elliott A. Riggs (Signature)

P.O. Box 711
(Assignor's Address)

Farmington, NM 87499
(City) (State) (Zip Code)

Executed this 14 day of June, 19 95

Assignee or Attorney-in-fact: James W. Carrington, Jr. (Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person [redacted]ingly and willfully to make to any Department or agen[redacted]he United States any false, fictitious or fraudu[redacted] statements or representations as to any matter within its jurisdiction.

160

Form 3000-3
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004
Lease Serial No.
EXHIBIT "A"
Lease Effective Date (Anniversary Date)
EXHIBIT "A"
New Serial No.

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

2004 JAN 30 AM 9:0
RECEIVED
CHEYENNE, WYOMIN
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee
Street
City, State, ZIP Code

SHARBRO OIL LTD. CO.
P.O. BOX 840
ARTESIA, NEW MEXICO 88210

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

This record title assignment is for: *(Check one)* ☒ 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

REFER TO EXHIBIT "A" COMPRISED OF FOUR (4) PAGES ATTACHED HERETO AND MADE A PART HEREOF FOR THE MULTIPLE LEASE SERIAL NUMBERS ASSIGNED HEREIN.

303095

RECORDED March 22 2004 9:25 AM
IN BOOK 127 046 PAGE 160
FEES $ 58.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Without limiting the foregoing, all of Assignor's and Devisees' right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands described in Exhibit "A" and in, to and under or derived from all interests in oil and gas leases (whether operating or nonoperating), oil, gas and other mineral interest, and surface estate, insofar as the same cover or relate to the lands described in Exhibit "A", even though said interests in any specific portion of said lands and said interests in oil and gas leases which are specifically described in Exhibit "A" be incorrectly described or referred to in Exhibit "A" or omitted from Exhibit "A" entirely.

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective FEB 01 2004

☒ Assignment approved for attached land description

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

By /S/ LINDA GOOCH LAND LAW EXAMINER MAR 08 2004
(Authorized Officer) (Title) (Date)

(Continued on reverse)

FOR ARCHIVE

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

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

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

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

Executed this 31 ST day of DECEMBER, 20 03
but effective January 1, 2004

Executed this 31ST day of DECEMBER, 20 03
but effective January 1, 2004

Name of Assignor as shown on current lease **The Estate of Lillie M. Yates, Dec.**
Please type or print

Assignor or Attorney-in-fact: Frank Yates Jr
(Signature)

Frank Yates, Jr., Attorney-in-Fact for S.P. Yates, B.W. Harper and Frank Yates, Jr., Personal Representatives

P.O. Box 840
(Assignor's Address)

Artesia (City) New Mexico (State) 88210 (Zip Code)

Sharbro Oil Ltd. Co.

Assignee or Attorney-in-fact: Frank Yates Jr
Frank Yates, Jr., Manager
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (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 any Department or agency of the United States any false, fictitious of fraudulent statements or representations as to any matter within its jurisdiction.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title from the Estate of Lillie M. Yates to Sharbro Oil Ltd., Co, with an effective date of January 1, 2004

LHDR111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

LEASE	LEASE/EXP. DATE	TWNS	RNGE	SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING /SUBLETTE								
400 10538 W-155428, YPC	5/01/2002	27N	104W	21				PAY
					S2NW4	80.00	80.00	
Owned & Conveyed 6.40%	4/30/2012							
		27N	104W	22				
					NE4NW4	40.00	40.00	
		27N	104W	26				
					S2N2	160.00	160.00	
		27N	104W	29				
					ALL	640.00	640.00	
					LEASE TOTALS:	920.00	920.00	
~~400 10762 W-157985, YPC~~	~~6/01/2003~~	~~27N~~	~~107W~~	~~14~~				~~PAY~~
					~~ALL~~	~~640.00~~	~~640.00~~	
~~Owned & Conveyed 6.40%~~	~~5/31/2013~~							
					~~LEASE TOTALS:~~	~~640.00~~	~~640.00~~	
~~400 10763 W-157986, YPC~~	~~6/01/2003~~	~~27N~~	~~107W~~	~~23~~				~~PAY~~
					~~ALL~~	~~640.00~~	~~640.00~~	
~~Owned & Conveyed 6.40%~~	~~5/31/2013~~							
					~~LEASE TOTALS:~~	~~640.00~~	~~640.00~~	
400 6821 W-133062, YPC	8/01/1994	27N	108W	14				PAY
					ALL	640.00	640.00	
Owned & Conveyed 1.67%	7/31/2004							
		27N	108W	15				
					ALL	640.00	640.00	
		27N	108W	22				
					ALL	640.00	640.00	
		27N	108W	23				
					N2, SE4	480.00	480.00	
					LEASE TOTALS:	2400.00	2400.00	
400 6892 W-133758, YPC	10/01/1994	27N	108W	19				PAY
					SE4	160.00	160.00	
Owned & Conveyed 0.999999%	9/30/2004							
		27N	108W	20				
					NW4	160.00	160.00	
		27N	108W	32				
					N2	320.00	320.00	
		27N	108W	33				
					W2	320.00	320.00	
		27N	108W	34				
					S2	320.00	320.00	
					LEASE TOTALS:	1280.00	1280.00	

LEASE			LEASE/EXP. DATE	TWNS RNGE SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING		/SUBLETTE						
400	6822	W-133065, YPC	8/01/1994	27N 108W 33				PAY
					E2	320.00	320.00	
	Owned & Conveyed 2.505%		7/31/2004					
					***** LEASE TOTALS:	320.00	320.00	
400	7123	W-135138, YPC	2/01/1995	27N 111W 2				PAY
					ALL	640.00	640.00	
	Owned & Conveyed 2.50%		1/31/2005					
				27N 111W 3				
					ALL	640.00	640.00	
				27N 111W 10				
					ALL	640.00	640.00	
				27N 111W 11				
					W2, S2SE4	400.00	400.00	
					***** LEASE TOTALS:	2320.00	2320.00	
400	10126	W-152273, YPC	3/01/2001	27N 112W 3				PAY
					LOTS 10-14	115.85	115.85	
	Owned & Conveyed 6.40%		2/28/2011					
					***** LEASE TOTALS:	115.85	115.85	
400	7188	W-135800, YPC	4/01/1995	28N 105W 5				PAY
					LOTS 1,2,3,4	191.68	191.68	
	Owned & Conveyed 3.00%		3/31/2005					
				28N 105W 9				
					SE4NE4	40.00	40.00	
				28N 105W 10				
					S2	320.00	320.00	
				28N 105W 14				
					W2	320.00	320.00	
				28N 105W 15				
					NE4	160.00	160.00	
				28N 105W 24				
					SW4, N2SE4, SE4SE4	280.00	280.00	
				28N 105W 25				
					NE4, N2NW4, SE4NW4, SW4	440.00	440.00	
					***** LEASE TOTALS:	1751.68	1751.68	
400	10044	W-151800, YPC	12/01/2000	28N 105W 5				PAY
					S2S2			
	Owned & Conveyed 6.40%		11/30/2010					
				28N 105W 6				
					LOTS 1,2,3,4 (N2), S			

LNDR111Y LAND INFORMATION SYSTEM
EXHIBIT REPORT

LEASE			LEASE/EXP. DATE				DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING		/SUBLETTE								
400	10044	W-151800, YPC, cont'd	12/01/2000	28N	105W	6	(SW4SW4), SE4SW4, S2SE4			PAY
				28N	105W	7	LOTS 1,2,3,4, E2, E2W2 (ALL)			
				28N	105W	8	W2	1424.15	1424.15	
							***** LEASE TOTALS:	1424.15	1424.15	
400	1743 A	W-141997, YPC (OTC)	1/01/1988	28N	107W	19	LOTS 1,2,3,4, E2, E2W2 (ALL)			PAU
	Owned & Conveyed 0.3333%		9/04/2001					629.72	629.72	
							***** LEASE TOTALS:	629.72	629.72	
400	1743	W-107035, YPC (OTC)	1/01/1988	28N	107W	30	LOTS 1,2,3,4, E2, E2W2 (ALL)			PAU
	Owned & Conveyed 0.3333%		9/04/2001					629.91	629.91	
							***** LEASE TOTALS:	629.91	629.91	
400	6818	W-133050, YPC	8/01/1994	29N	107W	3	LOTS 3,4 (N2NW4), S2NW4, SW4			PAH
	Owned & Conveyed 5.00%	HBP	7/31/2004					319.47	319.47	
				29N	107W	7	LOTS 1,2 (N2NW4), E2NW4	161.54	161.54	
				29N	107W	8	NE4, S2	480.00	480.00	
				29N	107W	9	S2N2, S2	480.00	480.00	
							***** LEASE TOTALS:	1441.01	1441.01	
400	1745	W-107040, YPC (OTC)	1/01/1988	29N	108W	4	LOTS 1,2,3,4, S2N2, S2 (ALL)			HBP
	Owned & Conveyed 0.3333%	HBP	12/31/1997					639.52	639.52	
				29N	108W	5	LOTS 1,2,3,4, S2N2, S2 (ALL)	640.00	640.00	
				29N	108W	8	ALL	640.00	640.00	
							***** LEASE TOTALS:	1919.52	1919.52	

LEASE			LEASE/EXP. DATE	TWNS RNGE SEC	DESCRIPTION	ACRES GROSS	ACRES NET	RNT STS
COUNTY/STATE - WYOMING		/SUBLETTE						
~~400 10764~~	~~W-157988, YPC~~		~~6/01/2003~~	~~30N 109W 10~~				~~PAY~~
~~Owned & Conveyed 6.40%~~			~~5/31/2013~~		~~S2~~	~~320.00~~	~~320.00~~	
					~~***** LEASE TOTALS:~~	~~320.00~~	~~320.00~~	
400 10348	W-153634, YPC		9/01/2001	30N 106W 27				PAY
Owned & Conveyed 6.40%			8/31/2011		ALL	640.00	640.00	
				30N 106W 28	E2	320.00	320.00	
				30N 106W 33	E2	320.00	320.00	
				30N 106W 34	ALL	640.00	640.00	
					***** LEASE TOTALS:	1920.00	1920.00	
400 6826	W-133114, YPC		8/01/1994	31N 114W 5	LOTS 1,2 (N2NE4), 3 (NE4NW4), S2NE4, SE4 NW4, NE4SW4, N2SE4	364.81	364.81	PAY
Owned & Conveyed 5.00%			7/31/2004	31N 114W 6	LOTS 1,2,3,4,5,6,7, S2NE4, SE4NW4, E2SW4 , SE4 (ALL)	624.70	624.70	
				31N 114W 7	LOTS 3,4 (W2SW4), E2 , E2SW4	474.35	474.35	
				31N 114W 18	LOTS 1,2,3,4, E2, E2 W2 (ALL)	630.12	630.12	
					***** LEASE TOTALS:	2093.98	2093.98	

[redacted]

Form 3000-3a
(January 1996)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 AUG 14 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

Lease Serial No

WYW-3776

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. 351359)
Geothermal Steam Act of 1970 (30 U.S.C. 10011025)
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)*** John P.Albanese and Evelyn G. Albanese, Trustees of "The 1997 John Patrick Albanese Living Trust, or the Successor-Trustees thereof, U/D/T July 31, 1997

Street P.O. Box 1397

City, State, ZIP Code Casper, WY 82602

303125

RECORDED March 22 2004 4:00 PM
IN BOOK 127045 PAGE 167
FEES $ 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 on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Sublette County, Wyoming Township 27 North, Range 112 West, 6th P.M. Section 13: Lots 11,12 (formerly described as W/2SW/4) (79.64 acres) From the surface of the earth down to the stratigraphic equivalent of 4,900 feet as identified in the MMC #1 Government Mobil test:	0.3125%	0.3125%	-0-	-0-	Of Record
From the stratigraphic equivalent of 4,900 feet as identified in the MMC #1 Government Mobil test down to the basement:	0.625%	0.625%	-0-	-0-	Of Record
Notwithstanding the dates of execution or filing of this instrument, this Assignment is intended to be subject to the terms of and coincident with that certain "Mineral Conveyance, Assignment and Bill of Sale" dated December 1, 1997 and recorded December 9, 1997 at Book 106, Page 201 of the records of Sublette County, Wyoming. This instrument is effective as of December 1, 1997.					

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 17 2004
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY–DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] **Transfer approved effective** SEP 0 1 2003

ORIGINAL

By Carmen E. Lovett
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 0 8 2003
(Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

ADDITIONAL ASSIGNOR:

X Evelyn G. Albanese
Evelyn G. Albanese

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

For geothermal transfers, an overriding royalty may not he less than one-fourth (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 X 28 day of July 2003		Executed this 28 day of July 2003	
Transferor:	**John P. Albanese, a/k/a John Patrick Albanese**	**Transferee:**	**John P. Albanese Evelyn G. Albanese, Trustees of "THE 1997 JOHN PATRICK ALBANESE LIVING TRUST" U/D/T July 31, 1997**
Transferor: or Attorney in fact	X John P. Albanese **John P. Albanese, a/k/a John Patrick Albanese**	**Transferee:**	X John P. Albanese John P. Albanese, Trustee
	P.O. Box 1397 (Transferor's Address)		X Evelyn G. Albanese Evelyn G. Albanese, Trustee
	Casper, WY 82602 (City) (State) (Zip Code)		

BURDEN HOURS STATEMENT

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

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

m 3000-3
nuary 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 AUG 14 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 3776

Lease Effective Date
(Anniversary Date)
February 1, 1967

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* John P.Albanese and Evelyn G. Albanese, Trustees of "The 1997 John Patrick Albanese Living Trust, or the Successor-Trustees thereof, U/D/T July 31, 1997
Street P.O. Box 1397
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

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
Sublette County, Wyoming Township 27 North, Range 112 West, 6th P.M. Section 13: SW/4NW/4, Lots 4,11,12 (formerly described as W/2W/2) Section 25: Lots 1,2,7-10,15,16 (formerly described as E/2) Containing 477.94 acres in Sublette County, Wyoming. Notwithstanding the dates of execution or filing of this instrument, this Assignment is intended to be subject to the terms of and coincident with that certain "Mineral Conveyance, Assignment and Bill of Sale" dated December 1, 1997 and recorded December 9, 1997 at Book 106, Page 201 of the records of Sublette County, Wyoming. This instrument is effective as of December 1, 1997.	0.625%	0.625%	0%	0% of 8/8ths	Of Record

303126

RECORDED March 22 2004 4:10 PM
IN BOOK 270 PAGE 169
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

CERTIFIED
to be a true and comparative copy
of the official records on file
FEB 17 2004
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.

ORIGINAL

☒ Assignment approved for above described lands;

Assignment approved effective SEP 0 1 2003

☐ Assignment approved for attached land description

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

Carmen E. Lovell
(Authorized Officer)

LAND LAW EXAMINER
(Title)

SEP 08 2003
(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.

ADDITIONAL ASSIGNOR:

X Evelyn G. Albanese
Evelyn G. Albanese

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interest, direct or indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or30 0,000 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 X 28 day of July ,20 03

Name of Assignor as shown on current Lease: John P. Albanese

Assignor or Attorney-in-fact

By: X John P. Albanese
(Signature) John P. Albanese, a/k/a John Patrick Albanese

(Signature)

P.O. Box 1397
(Assignor's Address)

Casper (City) Wyoming (State) 82602 (Zip Code)

Executed this X 28 day of July ,20 03

John P. Albanese Evelyn G. Albanese, Trustees of "THE 1997 JOHN PATRICK ALBANESE LIVING TRUST" U/D/T July 31, 1997

Assignee

X John P. Albanese
John P. Albanese, Trustee

X Evelyn G. Albanese
Evelyn G. Albanese, Trustee

Public reporting burden for this form is estimated to average 30 minutes 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.

171

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)
Geotherman 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 135164

Lease Effective Date
(Anniversary Date)
February 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ENCANA OIL & GAS (USA) INC.
   Street 950 17TH STREET, SUITE 2600
   City, State, ZIP Code DENVER, CO 80202

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

This record title assignment is for: (*Check one*) [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: 10% of 100%

Land Description: Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 114 West, 6th P.M. Section 33: NW/4SW/4, S/2S/2 Section 34: SW/4SW/4 Containing 240.00 acres, more or less Sublette County, Wyoming	10%	100%	None	0.5%	None

303129

RECORDED March 2, 04 8:00 AM
IN BOOK 127 Q+G PAGE 171
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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

United States of America

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[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 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; (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.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulation 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 (43CRF 3241).

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

Executed this 26th day of January 2004

Name of Assignor as shown on current lease Kathleen A. Rubenstein
Please type or print

Assignor or Attorney-in-fact Kathleen A. Rubenstein (Signature)

(Signature)

6350 Palmas Bay Circle
(Assignor's Address)

Port Orange (City) FL (State) 32127 (Zip Code)

Executed this 17th day of February 2004

Encana Oil & Gas (USA) Inc.

Assignee or Attorney-in-Fact (Signature)

Jonathan L. Grannis (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 from to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

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

STATE OF Florida)
) ss. ACKNOWLEDGMENT
COUNTY OF Volusia)

On this 26th day of January, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kathleen A. Rubenstein to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

Kathleen L Adle
MY COMMISSION # DD068421 EXPIRES
October 30, 2005
BONDED THRU TROY FAIN INSURANCE, INC

NOTARY PUBLIC

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

On this 17th day of February, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jonathan L. Grannis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-fact of Encana Oil & Gas (USA) Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

MARILYN R. TUCKER NOTARY PUBLIC STATE OF CO

My Commission Expires 04/15/2005

NOTARY PUBLIC

Marilyn R. Tucker

Marilyn R. Tucker
950 17th St., Suite 2600
Denver, CO 80202

Form 3000-3
(January 1990)

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)
Geotherman 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 135164

Lease Effective Date
(Anniversary Date)
February 1, 1995

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ENCANA OIL & GAS (USA) INC.
   Street 950 17TH STREET, SUITE 2600
   City, State, ZIP Code DENVER, CO 80202

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

   This record title assignment is for: (*Check one*) [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: 90% of 100%

Land Description: Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 114 West, 6th P.M. Section 33: NW/4SW/4, S/2S/2 Section 34: SW/4SW/4	90%	100%	None	4.5%	None

Containing 240.00 acres, more or less
Sublette County, Wyoming

303130

RECORDED March 23 2004 8:00 AM
IN BOOK 127 O+G PAGE 174
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy A. Shaw

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

United States of America

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

30137 30

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; (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.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulation 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 (43CRF 3241).

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

Executed this 22 nd day of January 2004

Name of Assignor as shown on current lease Beard Oil Company

Please type or print

Assignor H. M. Beard (Signature)

or

Attorney-in-fact _____ (Signature)

5600 North May Avenue, Suite 320

(Assignor's Address)

Oklahoma City (City) OK (State) 73112 (Zip Code)

Executed this 17th day of February 2004

Encana Oil & Gas (USA) Inc.

Assignee _____ (Signature)

or

Attorney-in-Fact _____ Jonathan L. Grannis (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 from 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. GPOL 1996-774-004/41005

STATE OF Oklahoma)
) ss. ACKNOWLEDGMENT
COUNTY OF Oklahoma)

On this 22nd day of January, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. M. Beard, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES: NOTARY PUBLIC

9/16/04 Rebecca L. Butler #13587

REBECCA L. BUTLER NOTARY PUBLIC IN AND FOR OKLAHOMA COUNTY OKLAHOMA

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

On this 17th day of February, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jonathan L. Grannis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-fact of Encana Oil & Gas (USA) Inc. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES: NOTARY PUBLIC

MARILYN R. TUCKER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/19/2005

Marilyn R. Tucker

Marilyn R. Tucker
950 17th St., Suite 2600
Denver, CO 80202

RELEASE OF OIL AND GAS LEASES

STATE OF WYOMING §

COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned AZTEC ENERGY CORPORATION, whose address is 7801 Broadway, Suite 200, San Antonio, Texas, 78209, does hereby cancel, relinquish, release, surrender and quitclaim unto the original Lessors named in the lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to the following Oil and Gas Leases:

1. Oil and Gas Lease dated March 1, 2000, by and between The Ted Lance Higgins 1989 Trust, J. Marlon Higgins, Trustee, as Lessors, and Aztec Energy Corporation, as Lessee, recorded in Book 114, Page 335, of the Oil and Gas Records of Sublette County, Wyoming, covering 1,856.61 gross acres, more or less, as described below;

2. Oil and Gas Lease dated March 1, 2000, by and between J. Marlon Higgins and Mary Kay Higgins, husband and wife, as Lessors, and Aztec Energy Corporation, as Lessee, recorded in Book 114, Page 341, of the Oil and Gas Records of Sublette County, Wyoming, covering 1,856.61 gross acres, more or less, as described below:

Township 31 North, Range 111 West

Section 4:	W/2SW/4
Section 5:	SWNE, S/2NW, S/2
Section 6:	SENE, E/2SE
Section 7:	E/2, SW, W/2NW
Section 8:	E/2, SW, W/2NW
Section 9:	W/2W/2, E/2SW, SWSE
Section 16:	Lots 1 (39.78 ac.), 2 (21.76 ac.), 3 (35.07 ac.) NE, NENW; containing 1,856.61 acres, more or less, in Sublette County, Wyoming

IN WITNESS WHEREOF, this instrument is executed on this 22nd day of March, 2004.

303196

RECORDED March 26 2004 9:50AM
IN BOOK 127 OR PAGE 177
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AZTEC ENERGY CORPORATION

By: Dan C. Perry
President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 22nd day of March, 2004, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

Lisa D. Scalf
NOTARY PUBLIC, State of Texas

My Commission Expires:

July 1, 2006

LISA D. SCALF
MY COMMISSION EXPIRES
July 1, 2006

LISA D. SCALF
(Printed Notary Name)

Return to: Aztec Energy Corporation
7801 Broadway, Ste. 200
San Antonio, TX 78209

178

COUNTY OF)(SUBLETTE
STATE OF)(WYOMING

303268

RECORDED March 31 2004 2:55 PM
IN BOOK 127 046 PAGE 179
FEES $ 115.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of April, 2004, and is effective at 12:01 a.m. Mountain Standard Time, April 1, 2004 (the "Effective Time"), by and between **Neil A. McMurry, also known as Mick McMurry, individually and Nerd Royalties LLC.**, a Wyoming Limited Liability Company, with an office at 5410 East 22nd Street, Casper, Wyoming 82609 (herein collectively called "Assignor"), and **Pinedale Crest Royalties, a trade name in the State of Wyoming only for Noble Royalties, Inc.**, with a mailing address of 13601 Preston Road, Suite 1008-W, Dallas, Texas 75240 (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 overriding royalty under the oil and gas leases described on Exhibit "A" (attached hereto and made a part hereof for all purposes);

B. 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, farmout and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Leases;

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

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

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

1. WARRANTIES: THIS ASSIGNMENT IS WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED AS TO DESCRIPTION, TITLE, CONDITION, LOCATION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT THAT SELLER SHALL WARRANT AND DEFEND TITLE TO THE PROPERTIES AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THOUGH, OR UNDER SELLER BUT NOT OTHERWISE.

2. ASSUMPTION OF OBLIGATIONS: Assignee hereby assumes and agrees to timely perform and discharge all duties and obligations of the owner of the Properties on and after the Effective Time.

3. 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 recorded in Sublette County, Wyoming, and the same shall bind Assignee and Assignee's successors and assigns on and after the Effective Time hereof.

4. OBSERVANCE OF LAWS: This Assignment is subject to all applicable laws, ordinances, rules and regulations affecting the Properties, and Assignee shall comply with the same and shall promptly obtain and maintain all permits required by governmental authorities in connection therewith.

5. 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.

6. PURCHASE AND SALE AGREEMENTS: This Assignment is expressly made subject to the provisions of that certain Purchase and Sale Agreement dated effective April 1, 2004, by and between the parties hereto, and the provisions of said Agreement are incorporated herein by reference as fully as though said provisions were set forth herein verbatim.

7. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions hereof bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the lands, leases, equipment, and facilities and with each transfer or assignment thereof or any portion thereof. All future assignments of any portion of the Properties shall recognize and perpetuate the rights and obligations set out herein.

EXECUTED this 31st day of March, 2004, but effective as of the Effective Time.

ASSIGNOR:

NERD ROYALTIES LLC

By: Neil A. McMurry
Title:Manager/Member

By: Neil A. McMurry, aka Mick McMurry, Individually

ASSIGNEE:

PINEDALE CREST ROYALTIES, a trade name in the State of Wyoming only for NOBLE ROYALTIES, INC.

By: A. Scott Noble
Title: President

STATE OF WYOMING §
§
COUNTY OF Natrona §

This instrument was acknowledged before me this 31st day of March, 2004, by Neil A. McMurry also known as Mick McMurry individually and as Manager/Member, of Nerd Royalties LLC, a Wyoming Limited Liability Company.

My Commission Expires: 9-29-07

NOTARY PUBLIC
EDIE M. HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 29, 2007

Edie M. Hardy
NOTARY PUBLIC

STATE OF WYOMING §
§
COUNTY OF Natrona §

This instrument was acknowledged before me this 31st day of March, 2004, on behalf of Pinedale Crest Royalties, a trade name in the State of Wyoming only, by A. Scott Noble, as President of Noble Royalties, Inc. a Texas corporation.

My Commission Expires: 9-29-07

NOTARY PUBLIC
EDIE M. HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 29, 2007

Edie M. Hardy
NOTARY PUBLIC

181

EXHIBIT 'A'

Attached to and made a part of that certain Assignment and Bill of Sale dated effective April 1, 2004 from Nerd Royalties LLC to Pinedale Crest Royalties, a trade name in the State of Wyoming only for Noble Royalties, Inc., a Texas Corporation

Oil and Gas Leases Located in Sublette County, Wyoming

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410001	USA WYW 016162	Phil D. Helmig	7/1/1952			Township 30N Range 108W Section 01	Lots 2, 3, 4, SW/4NE/4, S/2NW/4, S/2
410001	USA WYW 016162	Phil D. Helmig	7/1/1952			Township 30N Range 108W Section 02	Lots 1, 2, 3, 4, S/2N/2, S/2
410001	USA WYW 016162	Phil D. Helmig	7/1/1952			Township 30N Range 108W Section 03	Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4
410001	USA WYW 016162	Phil D. Helmig	7/1/1952			Township 30N Range 108W Section 11	SW/4, W/2E/2, NW/4
410001	USA WYW 016162	Phil D. Helmig	7/1/1952			Township 30N Range 108W Section 27	E/2, E/2W/2
410015	ST WY 92-00198	McMurry Oil Company	4/2/1992	88	447	Township 30N Range 108W Section 36	All
410016	Brant M. Jensen, et al	Leonard Hay	7/1/1975	58	626	Township 31N Range 109W Section 10	NE/4SE/4, S/2SE/4
410016	Brant M. Jensen, et al	Leonard Hay	7/1/1975	58	626	Township 31N Range 109W Section 11	Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4
410016	Brant M. Jensen, et al	Leonard Hay	7/1/1975	58	626	Township 31N Range 109W Section 14	Lots 1, 2, NE/4NW/4
410016	Brant M. Jensen, et al	Leonard Hay	7/1/1975	58	626	Township 31N Range 109W Section 15	Lots 1, 2, All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6, and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N R109W, less and except the wellbores for Jensen #1 in SW/4NW/4 Section 11, Jensen #2 in SE/4SE/4 Section 11 and Jensen #3 in NE/4NW/4 Section 14, T31N R109W
410019	ST WY 94-00148	McMurry Oil Company	4/1/1994	96	426	Township 29N Range 107W Section 16	All
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 15	All
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 22	All
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 27	All
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 10	S/2
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 15	All
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 21	All
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 22	All
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 23	All

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410044	USA WYW-141753 (Segregated out of lease WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	Township 29N Range 107W Section 27	All
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 20	E/2NE/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 29	All
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 30	E/2NE/4, SE/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 31	Lots 1-4, E/2W/2, E/2
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 32	All
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 33	W/2NW/4
410047	USA WYW-141754 (Segregated out of WYW-126677)	McMurry Oil Company	4/20/1992	88	470	Township 30N Range 108W Section 33	SW/4NW/4, SW/4, SW/4SE/4
410051	USA WYW-016161	Phil D. Helmig	7/1/1953	12	43	Township 30N Range 108W Section 11	E/2E/2
410051	USA WYW-016161	Phil D. Helmig	7/1/1953	12	43	Township 30N Range 108W Section 12	All
410051	USA WYW-016161	Phil D. Helmig	7/1/1953	12	43	Township 30N Range 108W Section 13	All
410051	USA WYW-016161	Phil D. Helmig	7/1/1953	12	43	Township 30N Range 108W Section 14	NE/4, NE/4NW/4, S/2NW/4, N/2SE/4, SE/4SE/4
410051	USA WYW-016161	Phil D. Helmig	7/1/1953	12	43	Township 30N Range 108W Section 24	All
410052	USA WYW-06269	Donald B. Anderson	6/1/1951	12	113	Township 31N Range 109W Section 13	All
410052	USA WYW-06269	Donald B. Anderson	6/1/1951	12	113	Township 31N Range 109W Section 14	E/2
410052	USA WYW-06269	Donald B. Anderson	6/1/1951	12	113	Township 31N Range 109W Section 24	N/2, SE/4, E/2SW/4
410052	USA WYW-06269	Donald B. Anderson	6/1/1951	12	113	Township 31N Range 109W Section 25	All
410052	USA WYW-06269	Donald B. Anderson	6/1/1951	12	113	Township 31N Range 109W Section 35	W/2, S/2NE/4
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 01	Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 02	Lots 1, 2, 3, 4, S/2, S/2N/2
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 03	Lots 1, 2, 3, 4, S/2N/2, S/2
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 09	S/2SE/4
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 10	NE/4, NW/4SE/4, W/2
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 11	N/2NW/4
410053	USA WYW-06270	Donald B. Anderson	6/1/1951	12	106	Township 31N Range 109W Section 12	Lots 6, 7, 8, 10, SE/4SW/4, S/2SE/4, NE/4SE/4
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 27	S/2, NW/4
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 28	E/2
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 33	All
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 35	All
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 31N Range 109W Section 04	Lots 3, 4, S/2NW/4, SW/4
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 31N Range 109W Section 05	Lots 1, 2, S/2NE/4, SE/4
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 31N Range 109W Section 09	W/2
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 32N Range 109W Section 28	W/2
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 32N Range 109W Section 29	E/2
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 32N Range 109W Section 32	All
410055	USA WYW-118165	R.K. O'Connell	11/1/1989	115	1	Township 32N Range 109W Section 33	W/2
410056	USA WYE-026026	Elizabeth Rawson	4/1/1950	12	246	Township 31N Range 109W Section 11	Lot 1

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410056	USA WYE-026026	Elizabeth Rawson	4/1/1950	12	246	Township 31N Range 109W Section 12	Lot 9 together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12 and Lot 5, All of the bed of the New Fork River between mean high water and medial lines thereto in front of and appurtenant to lots 5, 6, 7 of Section 12 and Lots 7 and 8 of Section 15
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 14	SW/4, S/2NW/4
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 15	Lots 7, 8, E/2SW/4, SE/4
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 22	NW/4, E/2
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 23	All
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 24	W/2SW/4
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 26	All
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 27	E/2NE/4
410057	USA WYE-026025	Griselda M. Bennett	4/1/1950	12	251	Township 31N Range 109W Section 35	N/2NE/4
410058	USA W 06283	Floyd H. Schroeder	4/25/1991	12	151	Township 30N Range 108W Section 06	W/2
410058	USA W 06283	Floyd H. Schroeder	4/25/1991	12	151	Township 30N Range 108W Section 07	NW/4
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 08	S/2
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 09	S/2
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 10	S/2, NE/4
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 14	SW/4
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 15	All
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 17	N/2
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 22	NE/4
410059	USA WYW-015314	Edwin L. Guenzel	6/1/1952	12	144	Township 30N Range 108W Section 23	NW/4
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 30N Range 108W Section 03	SW/4
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 30N Range 108W Section 04	All
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 30N Range 108W Section 09	N/2
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 30N Range 108W Section 10	NW/4
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 31N Range 108W Section 29	All
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 31N Range 108W Section 32	E/2
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 31N Range 108W Section 33	W/2
410061	USA W 016155	Robert O. Anderson	7/1/1952	12	205	Township 30N Range 107W Section 07	W/2SE/4
410061	USA W 016155	Robert O. Anderson	7/1/1952	12	205	Township 30N Range 107W Section 18	Lots 1, 2, 3, 4, E/2, E/2W/2
410061	USA W 016155	Robert O. Anderson	7/1/1952	12	205	Township 30N Range 107W Section 19	Lots 1, 2, 3, 4, E/2, E/2W/2
410061	USA W 016155	Robert O. Anderson	7/1/1952	12	205	Township 30N Range 107W Section 20	W/2, W/2E/2, E/2SE/4
410061	USA W 016155	Robert O. Anderson	7/1/1952	12	205	Township 30N Range 107W Section 30	Lots 1, 2, 3, 4, E/2W/2, W/2NE/4
410062	USA W 016158	Phil D. Helmig	7/1/1952	12	29	Township 30N Range 107W Section 07	Lots 1, 2, 3, 4, E/2W/2
410062	USA W 016158	Phil D. Helmig	7/1/1952	12	29	Township 30N Range 108W Section 25	All
410062	USA W 016158	Phil D. Helmig	7/1/1952	12	29	Township 30N Range 108W Section 26	All
410062	USA W 016158	Phil D. Helmig	7/1/1952	12	29	Township 30N Range 108W Section 34	NE/4, N/2SE/4, N/2NW/4
410062	USA W 016158	Phil D. Helmig	7/1/1952	12	29	Township 30N Range 108W Section 35	N/2, N/2S/2, S/2SE/4

183

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410063	USA WYW-06934	R.A. Trombley	7/1/1951	12	200	Township 30N Range 108W Section 06	SE/4
410063	USA WYW-06934	R.A. Trombley	7/1/1951	12	200	Township 30N Range 108W Section 07	S/2
410063	USA WYW-06934	R.A. Trombley	7/1/1951	12	200	Township 30N Range 109W Section 11	SE/4
410063	USA WYW-06934	R.A. Trombley	7/1/1951	12	200	Township 30N Range 109W Section 12	S/2
410064	USA WYE-6933	S.J. Jelso	7/1/1951	12	231	Township 30N Range 108W Section 07	NE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 03	SW/4SE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 14	NW/4NW/4, SW/4SE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 17	SE/4SE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 18	NE/4NE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 22	NE/4SW/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 30N Range 108W Section 23	SW/4NE/4
410065	USA WYW-018039	Morris Kline	10/1/1952	12	226	Township 31N Range 108W Section 33	NW/4NE/4, SW/4SE/4
410068	USA WYW-133052	McMurry Oil Company	7/12/1994	97	458	Township 30N Range 107W Section 17	SW/4
410068	USA WYW-133052	McMurry Oil Company	7/12/1994	97	458	Township 30N Range 107W Section 28	NE/4, SW/4
410068	USA WYW-133052	McMurry Oil Company	7/12/1994	97	458	Township 30N Range 107W Section 34	SW/4
410069	USA WYW-144994 (Segregated out of WYW-06933)	S.J. Jelso	7/1/1951	11	231	Township 30N Range 108W Section 05	Lots 1, 2, 3, 4, S/2N/2, S/2
410069	USA WYW-144994 (Segregated out of WYW-06933)	S.J. Jelso	7/1/1951	11	231	Township 30N Range 108W Section 08	N/2
410069	USA WYW-144994 (Segregated out of WYW-06933)	S.J. Jelso	7/1/1951	11	231	Township 31N Range 108W Section 30	E/2
410069	USA WYW-144994 (Segregated out of WYW-06933)	S.J. Jelso	7/1/1951	11	231	Township 31N Range 108W Section 32	W/2
410070	USA WYW-144996 (Segregated out of WYW-06934)	R.A. Trombley	7/1/1951	12	200	Township 30N Range 108W Section 06	Lots 1, 2, S/2NE/4
410070	USA WYW-144996 (Segregated out of WYW-06934)	R.A. Trombley	7/1/1951	11	238	Township 31N Range 108W Section 19	E/2
410070	USA WYW-144996 (Segregated out of WYW-06934)	R.A. Trombley	7/1/1951	11	238	Township 31N Range 108W Section 29	W/2
410070	USA WYW-144996 (Segregated out of WYW-06934)	R.A. Trombley	7/1/1951	11	238	Township 31N Range 108W Section 31	E/2
410071	USA WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	Township 29N Range 107W Section 04	Lots 1, 2, S/2NE/4, SW/4
410071	USA WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	Township 29N Range 107W Section 05	Lots 1, 2, S/2NE/4, SW/4
410071	USA WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	Township 29N Range 107W Section 06	Lots 1, 2, 6, S/2NE/4, E/2SW/4
410071	USA WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	Township 29N Range 107W Section 10	SW/4NW/4
410071	USA WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	Township 30N Range 107W Section 33	NE/4, SW/4
410073	USA WYW-116264		5/4/1989	114	717	Township 32N Range 109W Section 07	Lots 3, 4, 9, 10
410073	USA WYW-116264		5/4/1989	114	717	Township 32N Range 110W Section 01	Lots 1, 2, 3, 4, S/2

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410073	USA WYW-116264		5/4/1989	114	717	Township 32N Range 110W Section 12	All
410073	USA WYW-116264		5/4/1989	114	717	Township 32N Range 110W Section 13	All
410073	USA WYW-116264		5/4/1989	114	717	Township 32N Range 110W Section 24	E/2, E/2W/2
410074	USA WYW-116265	C.S. O'Connell	5/4/1989	115	9	Township 32N Range 109W Section 25	All
410074	USA WYW-116265	C.S. O'Connell	5/4/1989	115	9	Township 32N Range 109W Section 26	All
410074	USA WYW-116265	C.S. O'Connell	5/4/1989	115	9	Township 32N Range 109W Section 27	NE/4
410074	USA WYW-116265	C.S. O'Connell	5/4/1989	115	9	Township 32N Range 109W Section 29	W/2
410075	USA WYW-137342	John Lockridge	8/21/1995			Township 29N Range 107W Section 01	Lots 1, 2, 3, 4, S/2N/2, S/2
410075	USA WYW-137342	John Lockridge	8/21/1995			Township 29N Range 107W Section 02	Lots 1, 2, 3, 4, S/2N/2, S/2
410075	USA WYW-137342	John Lockridge	8/21/1995			Township 29N Range 107W Section 03	Lots 1, 2, S/2NE/4, SE/4
410075	USA WYW-137342	John Lockridge	8/21/1995			Township 29N Range 107W Section 10	NE/4, SE/4NW/4
410076	USA WYW-142261	Snyder Oil Corp	8/1/1997			Township 29N Range 107W Section 07	N/2NE/4
410076	USA WYW-142261	Snyder Oil Corp	8/1/1997			Township 29N Range 107W Section 08	NW/4
410076	USA WYW-142261	Snyder Oil Corp	8/1/1997			Township 29N Range 107W Section 09	N/2N/2
410076	USA WYW-142261	Snyder Oil Corp	8/1/1997			Township 29N Range 107W Section 10	N/2NW/4
410077	USA WYW-144993 (Segregated out of W-6283)	Floyd H. Schroeder	6/1/1951	12	151	Township 31N Range 108W Section 19	Lots 3, 4, NW/4, E/2SW/4
410077	USA WYW-144993 (Segregated out of W-6283)	Floyd H. Schroeder	6/1/1951	12	151	Township 31N Range 108W Section 30	Lots 1, 2, 3, 4, E/2W/2
410077	USA WYW-144993 (Segregated out of W-6283)	Floyd H. Schroeder	6/1/1951	12	151	Township 31N Range 108W Section 31	Lots 1, 2, 3, 4, E/2W/2
410078	USA W-144995 (Segregated out of USA WYE-6933)	S.J. Jelso	6/1/1951	12	231	Township 31N Range 108W Section 17	SW/4
410078	USA W-144995 (Segregated out of USA WYE-6933)	S.J. Jelso	6/1/1951	12	231	Township 31N Range 108W Section 18	E/2
410078	USA W-144995 (Segregated out of USA WYE-6933)	S.J. Jelso	6/1/1951	12	231	Township 31N Range 108W Section 20	W/2

185

RATIFICATION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, CO 80112-5825, and Lance Oil & Gas Company, Inc., 1099 18th Street, Suite 1200, Denver, CO 80202, for the sum of ONE DOLLAR ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby adopt, ratify and confirm that certain Assignment of Overriding Royalty Interest dated March 25, 1998 by and between Ultra Resources, Inc., as Assignor and John E. Lucken Trust UTA dated March 17, 1979, John and Mary Lucken, Trustees, Melange & Associates, Inc., Patricia Hughes, Leah Rachel Hughes, Marcus Garrett Hughes and Alexander Drake Hughes, as Assignees, covering the following described lands in Sublette County, Wyoming, to wit:

Lessor:	USA WYW-016162
Lease Date:	7/1/52
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 30 North, Range 108 West Section 11: SW/4

which Assignment is recorded in Book 107 O & G at Page 203 of the records of Sublette County, Wyoming.

AND THEREFORE, for said consideration Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. and do hereby convey, transfer, assign and deliver without warranty, express or implied, a proportionately reduced 75% of 1% overriding royalty interest, effective March 25, 1998, in the above described lands for the purposes stated and as depicted in that certain Assignment of Overriding Royalty Interest dated March 25, 1998 and do further covenant and agree that said Assignment shall be held to cover all right, title and interest of Lance Oil & Gas Company, Inc. in and to said lands with the same force and effect as if Lance Oil & Gas Company, Inc. had joined in the execution thereof at the same time as Ultra Resources, Inc.

THIS RATIFICATION shall be binding upon the heirs, successors-in-interest, devisees or assigns of the undersigned.

IN WITNESS WHEREOF, this instrument is signed on this 11th day of February, 2004.

303323
RECORDED April 5 2004 4:15pM
IN BOOK 127 O+G PAGE 186
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY [illegible]
By Cathy Baker

ULTRA RESOURCES INC.

Robin Benko
Attorney-in-fact

ATTEST:

By: _____
Vance S. Bialock
Assistant Secretary

LANCE OIL & GAS COMPANY, INC.

By: _____
John C. Walter
Executive Vice President

TAXPAYER ID: 84-1437986

Lance Oil & Gas Company, Inc.
1099 18th Street, Suite 1200
Denver, CO 80202-1955

RECEIVED
FEB 19 2004
D/O DEPT.

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

On this 11TH day of FEBRUARY, 2004, before me personally appeared Robin Benko, to me personally known, who, being by me duly sworn, did say that she is the Land Manager and Attorney-in-fact of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11TH day of FEBRUARY 2004.

Robin M. Smaldone
Notary Public

My Commission Expires:

4·10·06

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 19th day of March, 2004, before me personally appeared John C. Wallace, to me personally known, who, being by me duly sworn, did say that he is the Executive VP of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said he acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 19th day of March 2004.

Janet C Falvey
Notary Public

My Commission Expires:

ZABET V. FALVEY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/10/2007

ASSIGNMENT OF OIL AND GAS LEASE AND MINERAL ESTATE

WHEREAS, under date of February 27, 1997, Analind Corporation Ltd. and Willow Springs Cattle Company, Inc., a Wyoming Corporation, Lessors, executed and delivered an Oil and Gas Lease, hereinafter referred to as the "Lease" in favor of High Plains Associates, Inc., as Lessee, which Lease is recorded in Volume 105 O&G, Page 436, of the Oil and Gas Lease Records of the County of Sublette, State of Wyoming; and

WHEREAS, said Lease covers:

TOWNSHIP 35 NORTH, RANGE 111 west, 6th P.M.

Section 5:	SW/4NW/4, SW/4
Section 6:	Lots 1, 2, 3, 4, 6, 7, SE/4SW4, SE/4NW/4, S/2NE/4, NE/4SE/4
Section 7:	Lots 1, 3, 4, NE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4
Section 17:	SW/4NW/4, SW/4
Section 18:	Lots 1, 2, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4
Section 19:	NE/4NE/4
Section 20:	N/2NW/4, SW/4NW/4, N/sSW/4, SE/4SW/4

TOWNSHIP 35 North, RANGE 112 West, 6th P.M.

Section 1:	Lot 4, S/2NW/4, SE/4NE/4, E/2SE/4, W/2SW/4
Section 2:	Lots 1, 3, 4, S/2N/2, S/2
Section 11:	SE/4SE/4
Section 12:	W/2NW/4, SW/4, E/2SE/4, SW/4SE/4
Section 13:	N/2, N/2S/2
Section 14:	N/2NE/4, SE/4NE/4

WHEREAS, the undersigned is the owner of an interest in the minerals in said lands and in said Lease, to the extent that it covers:

The SW/4NW/4, SW/4, Section 5 and Lots 1, 2, 3, 4, SE/4NW/4, S/2NE/4 & NE4/SE/4, Section 6, all in Township 35, North, Range 111 West, 6th P.M.

WHEREAS, undersigned desires to assign and transfer his mineral interests and his rights under the Lease thereof to his son and daughter, and to reserve a life estate in the proceeds of said minerals;

NOW THEREFORE, for valuable consideration paid to the undersigned, receipt of which is hereby acknowledged, the undersigned hereby assigns, transfers, and sets over to DIXIE PAPE CASSITY and BOYD PAPE, each an undivided fifty (50%) percent in the above mineral estate and in the Oil and Gas Lease as described, to the full extent of assignor's interest therein.

PROVIDED HOWEVER, assignor reserves a life estate in and to all royalties, delay rentals, production payments or other proceeds generated by said minerals or the Lease during his lifetime.

303350

RECORDED Pinedale 20 04 3:10 PM
IN BOOK 127 O&G PAGE 188
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boynton

Dated this 1ST day of APRIL, 2004.

LON WESLEY PAPE a.k/a LON PAPE
SSN: 520-28-5670

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

Acknowledged before me by LON WESLEY PAPE this 1ST day of APRIL, 2004.

NOTARY PUBLIC
TIMOTHY JAY HOFFMAN
6375 Highland Drive (2000 E.)
SALT LAKE CITY, UT 84121
MY COMMISSION EXPIRES
JUNE 30TH, 2004
STATE OF UTAH

Notary Public

[redacted] [redacted] [redacted]

BRM (03) PRODUCERS 88-PAID UP

PLEASE
SIGN & RETURN

RECORDED April 12 2024 11:30 A.M.
IN BOOK 127 OR PAGE 190
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

OIL AND GAS LEASE

303437

This **AGREEMENT**, made and entered into the 23rd day of February, 2004, by and between**Duane Edwin Ditton**, a married man dealing in his sole and separate property, 291 Melinda Drive, Clarksville, Tenn. 37042 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:
WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the **County of Sublette, State of Wyoming** described as follows, to-wit:

Township 32 North, Range 108 West, 6th PM
Section 22: SW1/4, N1/2SE1/4

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 240.0 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment**. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "Force Majeure" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right.** If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

X _____
Duane Edwin Ditton

_____ _____

ACKNOWLEDGEMENT

STATE OF ~~TENNESSEE~~ Wyoming)
) ss.
COUNTY OF Sublette)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGEMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of February 2004, personally appeared **Duane Edwin Ditton**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN HINES Notary Public
County of Sublette State of Wyoming
My Commission Expires October 6, 2004

_____ Notary Public

My commission expires:

[redacted] [redacted] [redacted]

PLEASE
SIGN & RETURN

BRM (03) PRODUCERS 88-PAID UP

RECORDED Apr 1 12 20 04 11:30 AM
IN BOOK 127 016 PAGE 192
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

OIL AND GAS LEASE

303438

This **AGREEMENT**, made and entered into the 23rd day of February, 2004, by and between**Cheryl Kelly**, a married woman dealing in her sole and separate property, 291 Melinda Drive, Clarksville, Tennessee 37042 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:

WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the **County of Sublette, State of Wyoming** described as follows, to-wit:

Township 32 North, Range 108 West, 6th PM
Section 22: SW1/4, N1/2SE1/4

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 240.0 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment.** Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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

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operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "Force Majeure" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right.** If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

X _____
Cheryl Kelly

_____

_____

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF Montgomery)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGEMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1 day of March 2004, personally appeared **Cheryl Kelly**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

SUSAN L. EASTERLING ★ NOTARY PUBLIC AT LARGE ★ MONTGOMERY CO. TENN.

_____
Notary Public

My commission expires:

_____

[redacted] [redacted] [redacted]

BRM (03) PRODUCERS 88-PAID UP

PLEASE
SIGN & RETURN

OIL AND GAS LEASE

303439

RECORDED April 12 2004 11:30AM
IN BOOK 1270G PAGE 194
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Seaton

This **AGREEMENT**, made and entered into the 23rd day of February, 2004, by and betweenBeverly Evans, a married woman dealing in her sole and separate property, 2445 N. 1600 East, North Logan, Utah 84341 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:
WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the **County of Sublette, State of Wyoming** described as follows, to-wit:

Township 32 North, Range 108 West, 6th PM
Section 22: SW1/4, N1/2SE1/4

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 **240.0** 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment.** Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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

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194

operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "**Force Majeure**" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right.** If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

X Beverly Evans
Beverly Evans

ACKNOWLEDGEMENT

STATE OF Utah)
) ss.
COUNTY OF CACHE)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24 day of February 2004, personally appeared **Beverly Evans**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

MONICA L. WALLACE
Notary Public
State of Utah
My Commission Expires June 24, 2007
2805 N. 1000 E., Logan, UT 84341

My commission expires: 6-24-07

Monica L Wallace
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

CL Machinery Company, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party all of its right, title and interest in and to all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated, computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such leases and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

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RECORDED April 12 '04 11:30AM
IN BOOK 127046 PAGE 196
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathleen

196

E. No obligations, either expressed or implied, shall arise by reason of the Assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

E. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the lands and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 12th day of March 2004, effective January 1, 2004.

ATTEST:

CL MACHINERY COMAPNY

By: Judith A. Palsley
Judith A. Palsley
Assistant Secretary

By:
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of CL MACINERY COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 12th day of March 2004.

Cecily Ann Thrush, Notary Public

My Commission Expires:

January 27, 2006

EXHIBIT "A"
Sublette County, Wyoming

LEASE NO:	LESSOR/LESSEE	EFF. DATE	TERM	DESCRIPTION	GROSS ACRES	BK/PG
WY-2767-00041	**USA-WYW-143661** Ultra Resources, Inc.	12/01/97	10 Yrs	**T32N-R108W, 6th P.M.** Section 19: Lots 1-4, E2, E2W2 Section 20: W2E2, W2 Section 21: SWSW Section 28: SWNW Section 29: Lots 1-3, NWNE Section 32: N2SW	1346.81	

188

199

Fogarty Creek Unit
Sublette County, WY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

303532

RECORDED April 15 2004 2:15p M
IN BOOK 127046 PAGE 199
FEES $32.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **WILBANKS ACQUISITIONS I, LLC,** whose address is 1600 Stout Street, Suite 1710, Denver, Colorado 80202, hereinafter referred to as ("Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign and set over unto **SONOMA INVESTMENTS LLC, a Colorado Limited Liability Company,** 1600 Stout Street, Suite 1710, Denver, Colorado 80202, hereinafter referred to as ("Assignee"), an overriding royalty interest, free and clear of all cost and expense of development and operation, in the amount of 1.00% of all oil, gas casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to those certain oil and gas leases, whether one or more, described on **Exhibit "A"** attached hereto and made a part hereof, and situated in the aforesaid County and State.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns, forever, subject only to the following terms and provisions: that

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 leases.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above-described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said lands.

C. This Assignment of Overriding Royalty Interest is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor, but not otherwise.

D. If Assignor's interest in the above-described oil and gas lease, lands or unit is less than the entire interest, or if said oil and gas leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

E. It is understood and agreed that Assignor shall have the right to pool the oil and gas leases and lands covered hereby, or any portion thereof, with other lands and leases into voluntary units, or into units as established by any governmental authority having jurisdiction, and if the leases, and the lands covered thereby, or any part thereof are pooled accordingly, then the overriding royalty interest herein conveyed shall be reduced in proportion that the acreage burden by the overriding royalty interest bears to all the acreage included in any pooled unit.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 24th day of March, 2004, but effective for all purposes June 1, 2003.

ASSIGNOR:

WILBANKS ACQUISITIONS I, LLC
By: **WILBANKS RESERVE CORPORATION**, Manager

James O. Wilbanks, President

ASSIGNEE:

SONOMA INVESTMENTS LLC

James O. Wilbanks, Manager

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

This instrument was acknowledged before me this 24 day of March 2004, by James O. Wilbanks, President of Wilbanks Reserve Corporation, as Manager for Wilbanks Acquisitions I, LLC., on behalf of said company for the uses and purposes stated therein.

My Commission Expires:

November 16, 2005

Vikki L. Gray, Notary Public
1600 Stout Street, Suite 1710
Denver, CO 80202

VIKKI LEE GRAY NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/16/2005

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

This instrument was acknowledged before me this 24 day of March 2004, by James O. Wilbanks, Manager of Sonoma Investments LLC., a Colorado Limited Liability Company, on behalf of said company for the uses and purposes stated therein.

My Commission Expires:

November 16, 2005

Vikki L. Gray, Notary Public
1600 Stout Street, Suite 1710
Denver, CO 80202

VIKKI LEE GRAY NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/16/2005

EXHIBIT A
Lease Schedule

SUBLETTE COUNTY, WYOMING

UNIT NAME	STATES, INC. LEASE NO.	LEASE NAME	LEASE DATE	LESSOR	LESSEE	LAND DESCRIPTION	RECORDED VOL/PAGE
FOGARTY CREEK UNIT	**21454**					T-28-N, R-114-W Secs. 3, 4, 5, 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32 & 33 T-27-N, R-114-W Sec. 5 T-28-N, R-115-W Secs. 1, 12, 13, 24, 25 & 36 T-29-N, R-114-W Secs. 33, 34 & 35	
	21457	Wyo State 66-5165	03/02/66	State of Wyoming	Etta Mandel	T-28-N, R-114-W Sec. 16: NW/4, S/2 NE/4, NW/4 NE/4 & S/2 Surf. down to 100' below TD of Fogarty Creek #2-16	
	21469	Wyo 036055	12/01/65	USA	Humble Oil & Refining Co.	T-28-N, R-115-W Sec. 12: SW/4 Surf. down to 8010' sub.	
	21468	Wyo 0322083	02/01/66	USA	Etta Mandel	T-28-N, R-115-W Sec. 1: Lots 5-8 and S/2 Sec. 12: E/2 Sec. 13: E/2 Surf. down to 8010' sub.	
	21467	Wyo 51104	04/01/66	USA	Humble Oil & Refining Co.	T-28-N, R-114-W Sec. 17: Lot 4 Sec. 12: NW/4 Surf. down to 8010' sub.	
	21466	Wyo 0320213	11/01/65	USA	George C. Reeves	T-28-N, R-114-W Sec. 20: Lots 1-20 Surf. down to 8010' sub.	
	21465	Wyo 6317	07/01/67	USA	Humble Oil & Refining Co.	T-28-N, R-114-W Sec. 5: Lot 11 Surf. down to 8010' sub.	
	21458	Wyo 42791	01/01/74	USA	Thomas Halagan	T-28-N, R-114-W Sec. 5: Lots 7, 8 & 12 Sec. 21: N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 Surf. down to 9630' sub.	
	21461	Wyo 0320214	11/01/65	USA	John A. Yates	T-29-N, R-114-W Sec. 34: All Sec. 35: All Surf. down to 9630' sub.	

[redacted] [redacted] [redacted]

Fogarty Creek Unit
Sublette County, WY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **SONOMA INVESTMENTS LLC, a Colorado Limited Liability Company,** 1600 Stout Street, Suite 1710, Denver, Colorado 80202, hereinafter referred to as ("Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign and set over unto **WILBANKS RESERVE CORPORATION,** 1600 Stout Street, Suite 1710, Denver, Colorado 80202, hereinafter referred to as ("Assignee"), all its overriding royalty interest, in all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to those certain oil and gas leases, whether one or more, described on **Exhibit "A"** attached hereto and made a part hereof, and situated in the aforesaid County and State.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns, forever, without warranties of any kind, either express or implied.

It is the intent of Grantee that the overriding royalty interest assigned herein shall not merge with any leasehold interest that Grantee may own covering the oil and gas leases described in Exhibit "A."

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 24th day of March 2004, effective June 1, 2003.

ASSIGNOR: **SONOMA INVESTMENTS LLC**

James O. Wilbanks, Manager

ASSIGNEE: **WILBANKS RESERVE CORPORATION**

James O. Wilbanks, President

303533

RECORDED April 15 2004 2:15 PM
IN BOOK 127 046 PAGE 202
FEES $ 20.00 [illegible] CLERK
SUBLETTE COUNTY [illegible] WYOMING
By [illegible]

202

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

This instrument was acknowledged before me this 24 day of March 2004, by James O. Wilbanks, Manager of Sonoma Investments LLC., a Colorado Limited Liability Company, on behalf of said company for the uses and purposes stated therein.

My Commission Expires:

November 16, 2005

Vikki L. Gray, Notary Public
1600 Stout Street, Suite 1710
Denver, CO 80202

VIKKI LEE GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/16/2005

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

This instrument was acknowledged before me this 24 day of March 2004, by James O. Wilbanks, President of Wilbanks Reserve Corporation, on behalf of said corporation for the uses and purposes stated therein.

My Commission Expires:

November 16, 2005

Vikki L. Gray, Notary Public
1600 Stout Street, Suite 1710
Denver, CO 80202

VIKKI LEE GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/16/2005

EXHIBIT A
Lease Schedule

SUBLETTE COUNTY, WYOMING

UNIT NAME	STATES, INC. LEASE NO.	LEASE NAME	LEASE DATE	LESSOR	LESSEE	LAND DESCRIPTION	RECORDED VOL/PAGE
FOGARTY CREEK UNIT	**21454**					T-28-N, R-114-W Secs. 3, 4, 5, 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32 & 33 T-27-N, R-114-W Sec. 5 T-28-N, R-115-W Secs. 1, 12, 13, 24, 25 & 36 T-29-N, R-114-W Secs. 33, 34 & 35	
	21457	Wyo State 66-5165	03/02/66	State of Wyoming	Etta Mandel	T-28-N, R-114-W Sec. 16: NW/4, S/2 NE/4, NW/4 NE/4 & S/2 Surf. down to 100' below TD of Fogarty Creek #2-16	
	21469	Wyo 036055	12/01/65	USA	Humble Oil & Refining Co.	T-28-N, R-115-W Sec. 12: SW/4 Surf. down to 8010' sub.	
	21468	Wyo 0322083	02/01/66	USA	Etta Mandel	T-28-N, R-115-W Sec. 1: Lots 5-8 and S/2 Sec. 12: E/2 Sec. 13: E/2 Surf. down to 8010' sub.	
	21467	Wyo 51104	04/01/66	USA	Humble Oil & Refining Co.	T-28-N, R-114-W Sec. 17: Lot 4 Sec. 12: NW/4 Surf. down to 8010' sub.	
	21466	Wyo 0320213	11/01/65	USA	George C. Reeves	T-28-N, R-114-W Sec. 20: Lots 1-20 Surf. down to 8010' sub.	
	21465	Wyo 6317	07/01/67	USA	Humble Oil & Refining Co.	T-28-N, R-114-W Sec. 5: Lot 11 Surf. down to 8010' sub.	
	21458	Wyo 42791	01/01/74	USA	Thomas Halagan	T-28-N, R-114-W Sec. 5: Lots 7, 8 & 12 Sec. 21: N/2 NW/4, SE/4 NW/4 & NE/4 SW/4 Surf. down to 9630' sub.	
	21461	Wyo 0320214	11/01/65	USA	John A. Yates	T-29-N, R-114-W Sec. 34: All Sec. 35: All Surf. down to 9630' sub.	

204

205

ASSIGNMENT OF OVERRIDING ROYALTY

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

Name	**Address**	**Percent**
Gasconade Oil Co.	410 17th St. # 1180 Denver, CO 80202	1.6666666%
Westmeath Corp.	P.O. Box 711 Farmington, NM 84799	1.6666666%
Dan Roger Dubitzky	8350 Odd Fellows RD NE Bainbridge Island, WA 98110	.5555556%
Jane Ann Dubitzky	520 South 5th Ave Bozeman, MT 59715	.5555556%
Mary Gail Dubitzky	3028 Shetland Drive Pleasant Hill CA 94524	.5555556%

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

WY-1130 Lessor: BLM WYW-015316
Lease Date: 06-01-52
Lands Covered: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
Township 30 North, Range 108 West
Section 9: N/2

WITNESS my hand on this 15th day of August, 2004

303641

RECORDED April 22 2004 8:00 AM
IN BOOK 127 O & G PAGE 205
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ULTRA RESOURCES, INC.

Robin Benko, Attorney in Fact

STATE OF COLORADO)
)
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 15th day of April 2004, before me, the undersigned authority, personally came and appeared Robin Benko, appearing in her capacity as Attorney in Fact for ULTRA RESOURCES, INC., to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said Attorney in Fact of said corporation, and declared and acknowledged to me, Notary, that she executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Nicki Smaldone, Notary Public

My commission expires: 4-10-06

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 7
Lessor:	Randal E. McNinch, as Personal Representative of the Estate of Keith E. McNinch, deceased; and Marilyn June McNinch, as sole devisee under the Last Will and Testament of Keith E. McNinch dated July 9, 1973
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 32.00 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Keith E. McNinch Estate" Lease)

The Keith E. McNinch Estate Lease contains an original primary term of one year from May 7, 2003. Additionally, the Keith E. McNinch Estate Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Keith E. McNinch Estate Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Keith E. McNinch Estate Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires:

JESSICA M. GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/04/2007

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303668

EnCana Lease No: 13761.001

RECORDED April 23 2004 1:20 PM
IN BOOK 127 O & G PAGE 206
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

207

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 4
Lessor:	Karen Heeren and Lynn Heeren, wife and husband
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 32.00 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Karen and Lynn Heeren" Lease)

The Karen and Lynn Heeren Lease contains an original primary term of one year from May 7, 2003. Additionally, the Karen and Lynn Heeren Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Karen and Lynn Heeren Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Karen and Lynn Heeren Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

JB

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires:

JESSICA M. GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/04/2007

Jessica M. Gray

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303669

EnCana Lease No: 13761.002

RECORDED Apr 23 2004 1:20 PM
IN BOOK 127 O & G PAGE 207
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 1
Lessor:	Kenneth Kip Rost McNinch and Mary C. McNinch, husband and wife
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 32.00 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Kenneth and Mary McNinch" Lease)

The Kenneth and Mary McNinch Lease contains an original primary term of one year from May 7, 2003. Additionally, the Kenneth and Mary McNinch Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Kenneth and Mary McNinch Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Kenneth and Mary McNinch Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires:

GRAY PUBLIC STATE OF COLORADO
My Commission Expires 11/04/2007

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303670

EnCana Lease No: 13761.003

RECORDED April 23 2004 1:20PM
IN BOOK 127 O & G PAGE 208
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

209

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 13
Lessor:	Jerry L. McNinch, aka Jerry McNinch, a single man
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 21.34 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Jerry McNinch" Lease)

The Jerry McNinch Lease contains an original primary term of one year from May 7, 2003. Additionally, the Jerry McNinch Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Jerry McNinch Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Jerry McNinch Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires:

JESSICA M. GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/04/2007

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303671

EnCana Lease No: 13761.004

RECORDED April 23 2004 1:20PM
IN BOOK 127 O & G PAGE 209
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 16
Lessor:	Cherie L. Przymus, aka Cherie Przymus and Michael R. Przymus, wife and husband
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 21.34 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Cherie and Michael Przymus" Lease)

The Cherie and Michael Przymus Lease contains an original primary term of one year from May 7, 2003. Additionally, the Cherie and Michael Przymus Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Cherie and Michael Przymus Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Cherie and Michael Przymus Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires

JESSICA M. GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/04/2007

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303672

EnCana Lease No: 13761.005

RECORDED April 23 2004 1:20 PM
IN BOOK 127 O & G PAGE 210
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

211

NOTICE OF EXTENSION OF LEASE TERM

Encana Oil & Gas (USA) Inc, with an address of 950 17th Street, Suite 2600, Denver, CO 80202, is an owner of the following oil and gas lease:

Date of Lease:	May 7, 2003
Recorded:	June 20, 2003 Book 125 Page 10
Lessor:	Terry Dahlby, fka Terry R. McNinch aka Terry McNinch, and Lauritz Dahlby, wife and husband
Original Lessee:	Allen & Kirmse, Ltd
Lands Covered:	**Township 30 North – Range 114 West, 6th P.M.** Section 12: SW4NE4, NE4SW4, N2SE
Depths:	All
Gross/Net Acres:	160.00 Gross Acres / 21.34 Net Acres
County/State:	Sublette County, Wyoming

(Hereinafter referred to as the "Terry and Lauritz Dahlby" Lease)

The Terry and Lauritz Dahlby Lease contains an original primary term of one year from May 7, 2003. Additionally, the Terry and Lauritz Dahlby Lease grants to Encana Oil & Gas (USA) Inc. the right and option to extend the primary term of said lease as to all lands covered by said lease for an additional one (1) year at the end of the primary term, pursuant to Addendum A of the said lease.

NOTICE IS HEREBY GIVEN that EnCana, has exercised its rights and option to extend the primary term of the Terry and Lauritz Dahlby Lease as to all lands covered by said lease for an additional one (1) year. Accordingly, the primary term of the Terry and Lauritz Dahlby Lease is hereby extended an additional one (1) year from May 7, 2004 to May 7, 2005.

Dated April 6, 2004

Encana Oil & Gas (USA) Inc.

Jonathan L. Grannis, Attorney-in-Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 6th day of April 2004, by **Jonathan L. Grannis, as Attorney-in-Fact for Encana Oil & Gas (USA) Inc.**, on behalf of the corporation.

Witness my hand and seal the day and year last above written.

My Commission Expires:

JESSICA M. GRAY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/04/2007

Jessica M. Gray, Notary Public
Suite 2600
950 17th Street
Denver, CO 80202

303673

EnCana Lease No: 13761.006

RECORDED April 23 2004 1:20 PM
IN BOOK 127 O & G PAGE 211
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Carol McMurry, also known as Carol J. McMurry, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is 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 from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto CJM Royalties LLC, a Wyoming flexible limited liability company, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interests and subject to the terms and conditions of the oil and gas leases described in Exhibit "A", the Unit Agreements and Stipulations described on Exhibit "A" and all matters of record, including without limitation, that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000, and recorded August 16, 2000 in Book 115 of Oil & Gas at Page 694 of the records of Sublette County, Wyoming, and Amendment of Assignments of Overriding Royalty Interest recorded August 16, 2000 in Book 115 Oil & Gas at page 682 of the records of Sublette County, Wyoming.

With respect to those oil and gas leases described on Exhibit "A" which have been issued by the State of Wyoming, the interests conveyed herein may also be assigned by an assignment executed on the appropriate form prescribed by the Wyoming Board of Land Commissioners filing with the Wyoming State Land and Farm Loan Office. Each of the parties hereto shall cooperate in the execution and filing of any such assignment.

IN WITNESS WHEREOF, this assignment is executed this 5 day of April 2004, to be effective as between the parties as of January 1, 2004.

303674

Carol McMurry, also known as Carol J. McMurry

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 5th day of April 2004, by Carol McMurry, also known as Carol J. M. McMurry.

My commission expires: My Commission Expires 09/23/2007

Witness my hand and official seal.

Diane M. Nalos
Notary Public

J:\Thompson\CJM Royalties LLC\Corporate\Carol State-Fee Assignment of Overriding Royalty Interest.wpd

RECORDED Apr 23 20 04 1:30PM
IN BOOK 127 O&G PAGE 212
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY/PINEDALE, WYOMING

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interests dated effective January 1, 2004 by and between Carol McMurry aka Carol J. McMurry, as Assignor and CJM Royalties LLC, as Assignee

Recorded Book - Page	Lessor	Lessee	Lease Date	Legal Description	Status
88-445	ST WY 92-00196	McMurry Oil Company	4/2/92	T29N R108W Sec 16: All	HBP
88-448	ST WY 92-00199[B]	McMurry Oil Company	4/2/92	T29N R109W Sec 36: All	HBU Corona Unit
92-273	ST WY 93-00109[B]	McMurry Oil Company	4/2/93	T29N R109W Sec 16: All	HBU Corona Unit
93-664	ST WY 90-00365[A]	McMurry Oil Company	6/2/90	T29N R108W Sec 36: All	HBP
96-5	ST WY 93-00554[C]	McMurry Oil Company	12/2/93	T28N R109W Sec 36: All	HBU Scarlet Unit
88-447	ST WY 92-00198	McMurry Oil Company	4/2/92	T30N R108W Sec 36: All	HBP
96-426	ST WY 94-00148	McMurry Oil Company	4/1/94	T29N R107W Sec 16: All	Unknown
58-626	Brandt M. Jensen, et. al	Leonard Hay	7/1/75	T31N R109W Sec 10: NESE, S2SE Sec 11: Lots 2,3,5,6,7, NWSW S2NW, W2NE Sec 14: Lots 1,2, NENW Sec 15: Lots 1,2, All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2,3,4,5,6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N R109W, less and except the wellbores for Jensen #1 in SWNW Section 11, Jensen #3 in SESE Section 11 and Jensen #3 in NENW Section 14, T31N R109W Unknown	Unknown

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interests dated effective January 1, 2004 by and between Carol McMurry aka Carol J. McMurry, as Assignor and CJM Royalties LLC, as Assignee

A. Subject to Stipulation of Interests dated effective November 30, 1998 among MCNIC Oil and Gas Properties, Inc., *et. al.* as "Working Interests Owners" and John W. Martin *et. al.* as "Overriding Royalty Interest Owners" recorded in Book 114 of O&G at page 203 of the records of Sublette County.

B. Subject to the Corona Unit Agreement dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33: T29N-R108W - All of Section 7, 18, 19, 30, 31; T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2,3,4, 9, 10, 11,14.

C. Subject to the Scarlet Unit Agreement dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32; T27N-R109W - All of Section 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.

J:\Thompson\CJM Royalties LLC\Corporate\Carol State-Fee Assignment of Overriding Royalty Interest.wpd

214

215

54

RECORDED 04/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0082
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 12

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument") between the Debtor:

Crown Oil & Gas Company, Inc.
273 Highway 235
La Barge, WY 83123

303732

RECORDED Apr 29 2004 325PM
IN BOOK 270 PAGE 215
FEES $ 41.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

and the Secured Party:

VERNON T. DELGADO FAMILY LIMITED PARTNERSHIP
P.O. Box 519
Pinedale, WY 82941;

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Secured Party to Debtor and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Debtor is currently indebted to Secured Party under the following loan:

Original Amount: $915,020.00
Dated 3/9/03

(The above being hereinafter referred to as the Note.) Debtor's obligations under the Note are intended to be secured by the liens, security interests and assignments granted pursuant to this Instrument.

All of the property described under 1 through 7 below is herein collectively called the "Collateral":

1. All of the right title and interest of Debtor, whether now owned or hereafter acquired (the "Interests"), in and to all of the fee estates, easements, rights of way, mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases and sublicenses described or referred to in Exhibits "A" and "B" attached hereto and made a part hereof or covering or relating to all or any part of the land described in Exhibits "A" and "B" and in and to any other interests covering or relating to all or any part of the land described in Exhibits "A" and "B" or the description of which is incorporated in Exhibits "A" and "B" (the "Land");

2. All of the oil, gas, casinghead gas and other hydrocarbons, whether solid, liquid or gaseous, and all other associated or related substances ("Hydrocarbons") owned by Debtor and attributable to any of the Interests;

3. All of the items incorporated as part of or attributed or affixed to any of the real property included in the Interests, in such a manner that such items are no longer personal property under the laws of the state where the property is situate;

4. All of the inventory, accounts, contract rights and general intangibles of Debtor, now or hereafter arising, in connection with the Interests, including without limitation those arising under any contract or agreement relating to the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons;

5. All of the severed and extracted Hydrocarbons now or hereafter owned by Debtor and heretofore or hereafter produced from or attributed to any of the Interests;

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0083
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 12

6. All of the fixtures, rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to any of the property described under Paragraphs 1 through 5 above; and

7. Secured Party is aware that there is a preexisting security on the collateral described in Sections 1 through 6 above held by First National Bank of Pinedale.

8. The equipment listed in Exhibit "C, C-1" as attached hereto.

9. All of the proceeds and products of the property described under Paragraphs 1 through 8 above.

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby:

A. Grants, bargains, assigns, transfers, pledges, mortgages and grants a security interest in the Collateral to Secured Party, WITH POWER OF SALE pursuant to this Instrument and applicable law; TO HAVE AND TO HOLD the Collateral to Secured Party and its successors and assigns forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Secured Party; and,

B. Assigns to Secured Party all of the severed and extracted Hydrocarbons produced from or attributed to any of the Collateral, together with all amounts that become payable to Debtor with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

ARTICLE I
Obligations

Section 1.1 This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "obligations"):

A. Payment of and performance of all obligations of Debtor under or in connection with the Note.

B. All indebtedness, liabilities and obligations of Debtor to Secured Party of every kind and character, now existing or hereafter arising.

C. All other indebtedness, liabilities and obligations of Debtor to Secured Party of every kind and character, now existing or hereafter arising, whether direct or indirect, primary or secondary, joint, several or joint and several (including, without limitation, any and all obligations of Debtor to Secured Party for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force).

D. Payment of all sums advanced and costs and expenses incurred by Secured Party, whether directly or indirectly, in connection with the Note described in this Section 1.1.A or any part thereof;

E. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through D above.

217

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0084
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 12

ARTICLE II
Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that: (a) Debtor is the lawful owner of good and defensible title to the Collateral, free and clear of all liens, security interests, encumbrances and burdens; and (b) Debtor will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Note remains unpaid or unsatisfied, unless Secured Party shall have otherwise consented in writing;

A. Debtor shall promptly and, insofar as not contrary to applicable law, at Debtor's own expense, file and refile in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby and the rights and remedies of Secured party hereunder;

B. Debtor shall execute, acknowledge and deliver to Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to more fully identify and subject to the lien, encumbrance and security interest and assignment created hereby any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of Secured Party and at Debtor's expense; and,

C. If the title, interest, lien or encumbrance, as the case may be, of Debtor or Secured Party to the Collateral or any part thereof, or the security of this Instrument, or the rights or powers of Secured Party hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Debtor or the Collateral, Debtor shall promptly give written notice thereof to Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings; and Secured party may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including, without limitation , reasonable attorney's fees and legal expenses, incurred by Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party, shall bear interest at the rate provided in the Note, and shall be a part of the Note.

D. Debtor shall provide at closing and at all time during this contract period property hazard insurance on the Collateral described in Section 8 of the Collateral description. This property shall be insured at fair market value. This insurance shall name the Secured Party as an additional loss payee and shall provide that the policy shall not be canceled without prior notice to the Secured Party. The loss payable clause shall be made payable to the Secured Party and Debtor as their interest may appear. In the event of a loss, the proceeds thereof shall be used forthwith to remedy the damage caused by the loss and/or in the event the Debtor elects not to repair said damage, the proceeds thereof shall be forthwith applied to payment of the balance due under the terms of the Note and the application of said insurance funds to the payment of the remaining balance shall be in addition to the regularly scheduled payments provided for in the Note.

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0085
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 12

ARTICLE III
Collection of Proceeds of Production

Section 3.1 Pursuant to the assignment made by Debtor in paragraph B. of the granting clause of this Instrument, Secured Party is entitled to receive all of the severed and extracted Hydrocarbons produced from or attributed to all of the Interests, together with all of the proceeds thereof. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest therein or assignment as additional security. Debtor hereby authorized and directs all parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds to treat and regard Secured Party as the party entitled, in Debtor's place and stead, to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Secured Party and shall be under no obligation to see the application by Secured Party of any such proceeds received by it.

Section 3.2 All of the proceeds received by Secured Party pursuant to Section 3.1 shall be applied by Secured Party to the obligations secured hereby.

Section 3.3 Upon any sale of any of the Collateral by or for the benefit of Secured Party pursuant to Article V, the Hydrocarbons thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.4 Secured Party is hereby absolved from all liability for failure to enforce collection of any such Hydrocarbons or proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Debtor shall indemnify Secured Party against all claims, actions, liabilities, judgments, costs, attorney's fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by Secured Party as a consequence of the assertion, either before or after the payment in full of the obligations, that Secured Party received Hydrocarbons or proceeds pursuant to this Article which were claimed by or due to third persons. Secured Party shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this Instrument.

Section 3.6 Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Secured Party of the duties and obligations of Debtor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Debtor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of Debtor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Secured Party, prior to foreclosure, of any of its rights hereunder or under applicable law.

ARTICLE IV
Termination

If all of the obligations of Debtor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the obligations and if all sums due thereunder have been paid, then Secured party shall,

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0086
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page# 5 of 12

promptly after the request of Debtor, execute, acknowledge and deliver to Debtor proper instruments evidencing the termination of this Instrument.

ARTICLE V
Default

Section 5.1 The occurrence of any default or event of default under the Note or any other document executed in connection with the Note, shall at the option of the Secured Party make all amounts then remaining unpaid on the Note immediately due and payable, and the liens, encumbrances and security interests evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law.

Section 5.2 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party may elect to treat the fixtures included in the Collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected.

Section 5.3 Upon the occurrence of any Event of Default, and at all times thereafter, in addition to all other rights and remedies herein conferred, Secured Party shall have all of the rights and remedies of a mortgagee under a mortgage with respect to all of the Collateral. This Instrument shall be effective as a mortgage, and, upon the occurrence of an Event of Default, may be foreclosed as to any of the Collateral in any manner permitted by applicable law, and any foreclosure suit may be brought by Secured Party. The provisions set forth in this Section 5.3 shall not in any way limit any other provision of this Instrument. Secured Party shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Secured Party may deem proper, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and retain all other earnings, proceeds and other sums due or to become due with respect to such real property, accounting for and applying to the payment of the Note only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest at the rate of the Note as fully and effectually as if Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party, in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, may proceed by an action or actions in equity or at law for the seizure and sale of the real property included in the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

Section 5.5 Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other powers, rights and remedies herein granted or by law or equity conferred, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0087
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 12

and power, **but not the obligation,** to take possession of the personal property included in the Collateral, and for that purpose Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Secured Party may require Debtor to assemble such personal property and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Secured Party of any of its remedies with respect to personal property.

A. Five days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

B. Without in any way limiting the right and authority of Secured Party to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable (i) Secured Party may hold a public sale of the Collateral after having provided Debtor with five days notice of such sale and after having published notice of such sale by an advertisement in such publication as may be permitted or required under applicable state law, as Secured Party determines to be appropriate (which advertisement may be placed in the "classified" section); (ii) the Collateral may be sold for cash; (iii) Secured Party or any other person owning, directly or indirectly, any interest in any of the obligations of the Debtor hereunder may be a purchaser at such sale.

Section 5.6 Upon the occurrence of any Event of Default, or at any time thereafter, Secured Party may, with respect to all or any portion of the Collateral, subject to any mandatory requirements of applicable law, sell or have sold the real property or interests therein included in the Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as Secured Party may deem appropriate. Secured Party may postpone the sale of such real property or interests therein or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such real property or interests therein or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such property is sold without defect or irregularity or the Note are paid in full. Secured Party shall have the right to appoint one or more attorney in fact to act in conduction the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of Secured Party.

Section 5.7 Secured Party or any other person owning, directly or indirectly, any interest in any of the Debtor's obligations hereunder shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it under or in connection with the Note. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation non payment of the Note and advertisement and conduct of such sale in the manner provide herein or provided by law. Debtor hereby ratifies and confirms all legal acts that Secured Party may do in carrying out the provisions of this instrument.

Section 5.8 Debtor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, Debtor

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0088
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 12

hereby agrees that Debtor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, subrogation, or abatement, suspension, deferment, diminution or reduction of any of the obligations (including, without limitation, setoff), now or hereafter in force. Debtor expressly agrees that Secured Party may offer the Collateral as a whole or in such parcels or lots as Secured Party, in its sole discretion elects, regardless of the manner in which the Collateral may be described.

Section 5.9 All costs and expenses (including reasonable attorney's fees, legal expenses, filing fees, incurred by Secured Party in perfecting, protecting and enforcing its rights hereunder), whether or not an Event of Default shall have occurred, shall be a demand obligation of Debtor to Secured Party and shall bear interest at the rate provided in the Note, all of which shall be part of the obligations.

Section 5.10 The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses incident to the enforcement of this Instrument, including, without limitation, a reasonable compensation to the agents, attorneys and counsel of Secured Party.

B. Second, to the payment or prepayment of the Note, in such order as Secured Party shall elect; and,

C. Third, the remainder, if any, shall be paid to Debtor or such other person or persons as may be entitled thereto by law.

ARTICLE VI
Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to Secured Party shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party, and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Secured Party.

Section 6.2 If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Secured Party in order to carryout the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.3 This Instrument will be deemed to be and may be enforced from time to time as an assignment, contract, financing statement, real estate mortgage, or security agreement and from time to time as any one or more thereof, as is appropriate under applicable state law.

Section 6.4 This Instrument and the Note shall be construed under and governed by the laws of the State of Wyoming.

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0089
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 12

Section 6.5 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Secured Party.

Section 6.6 Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the obligations secured hereby and to exercise all rights and powers under this Instrument or under any other instrument or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, it being agreed that Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by Secured Party in such order and manner as it may in its absolute discretion determine.

ARTICLE VII
Ownership of Collateral

Ownership of the collateral is not conveyed by this document and shall remain in the Debtor subject to Secured Party's rights hereunder.

EXECUTED this 11th day of March, ~~2003.~~ 2004

ATTEST:

CROWN OIL & GAS COMPANY, INC.:

SEAL

BY: _____

Michele L Neher
Secretary

ITS: President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CROWN OIL & GAS COMPANY, INC, by David W. Neher, its (title) President, and attested to and sealed by its Secretary, this 11th day of March, 2004.

WITNESS my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/2007

SUSAN GULBRANDSON NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Susan Gulbrandson NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires February 21, 2007

222

WELLS

U0086338

Pact #	Order	Well Name	Section		Township	Range	County	Federal Lease	State Lease	Well API No.
1	1	Phillips State 2-16	Section	16	T-27-N	R-111-W	SUBLETTE CO		72-28069	49-035-20909
1	2	County Line 16-1	Section	16	T-26-N	R-111-W	SWEETWATER		83-00511	49-037-22318
1	3	Chapel 10-25	Section	25	T-28-N	R-112-W	SUBLETTE CO		need	49-035-20806
1	4	Split River 24-35	Section	35	T-24-N	R-112-W	SUBLETTE CO		no fee pvt	49-035-20763
1	5	Esposito 40-20	Section	20	T-28-N	R-111-W	SUBLETTE CO	WYW77883		49-035-20780
1	6	Split River 31-2	Section	2	T-27-N	R-112-W	SUBLETTE CO	WYW15747		49-035-20744
1	7	Bird Canyon 10-27	Section	27	T-28-N	R-111-W	SWEETWATER	WYW37670		49-037-22188
1	8	Chapel 30-18	Section	18	T-28-N	R-111-W	SUBLETTE CO		no fee pvt	49-035-20875
1	9	Bird Canyon 30-15	Section	15	T-27-N	R-111-W	SUBLETTE CO	WYW54136		49-035-20513
2	1	Blue Forest 33-12	Section	12	T-24-N	R-111-W	SWEETWATER	WYW3332		49-037-23159
2	2	Blue Forest 20-6	Section	6	T-24-N	R-110-W	SWEETWATER	WYW3332		49-037-22481
3	1	Buckhorn Canyon	Section	3	T-25-N	R-111-W	SWEETWATER	WYW111297		49-037-22555
4	1	Lone Tree 12-30	Section	30	T-13-N	R-113-W	UINTA CO	WYW126839		49-041-20932
5	1	Jefferson Federal 20-24	Section	24	T-27-N	R-110-W	SUBLETTE CO	WYW49630		49-035-20892
6	1	Joyce Creek 4	Section	7	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-20630
6	2	Joyce Creek 2	Section	8	T-15-N	R-103-W	SWEETWATER	WYC052285		49-037-20392
6	3	Govt 1	Section	8	T-15-N	R-103-W	SWEETWATER	WYC052285		49-037-20347
6	4	Unit 23-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-05233
6	5	Unit 32-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYW052285		49-037-05239
6	6	Unit Federal 24-7A	Section	7	T-15-N	R-103-W	SWEETWATER		need	49-037-05228
6	7	Unit 3-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-05234
7	1	Lincoln Road 42-6	Section	6	T-24-N	R-111-W	SWEETWATER	WYW47397		49-037-23701
7	2	Lincoln Road 30-9	Section	9	T-24-N	R-111-W	SWEETWATER	WYW117035		49-037-23436
7	3	Reservoir 10-1	Section	1	T-24-N	R-112-W	LINCOLN CO	WYW85245		49-023-20941
7	4	Raptor Unit 10-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20884
7	5	Lincoln Road 40-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20885
7	6	Lincoln Road 10-7	Section	7	T-24-N	R-111-w	LINCOLN CO	WYW47397		49-023-20886
8	1	Federal 15-15	Section	15	T-25-N	R-111-W	SWEETWATER	WYW117866		49-037-23457
8	2	Buckhorn 10-3	Section	3	T-25-N	R-111-W	SWEETWATER	WYW112550		49-037-22604
8	3	Buckhorn 40-4	Section	4	T-25-N	R-111-W	SWEETWATER	WYW104980		49-037-22545
9	1	Huber Federal 1-30	Section	30	T-23-N	R-95-W	SWEETWATER	WYW66344		49-037-20878
10	6	State 1-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05716
10	5	State 2-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05720
10	4	State 3-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05705
10	3	State 5-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05715
10	2	State 6-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05732
10	1	State 8-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05704
11	1	State 1-16	Section	16	T-18-N	R-111-W	SWEETWATER		74-17467	49-037-21750
12	1	Saguaro 20-12	Section	12	T-20-N	R-112-W	SWEETWATER	WYW49317		49-037-22887
13	1	Siberia Ridge 12-28	Section	28	T-22-N	R-95-W	SWEETWATER	WYW11490		49-037-21808
14	1	Whiskey Buttes Unit 1-	Section	6	T-21-N	R-111-W	LINCOLN CO	YW0306632A		49-023-20347
15	1	Christmann 1-18	Section	18	T-20-N	R-112-W	LINCOLN CO		no fee pvt	49-073-20252

NOTE	WELL SAME LEASE

465

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0090
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 12

EXHIBIT A

Crown Oil & Gas Company, Inc.

New Wells Purchased

Yose Cattle 40-35	Section 35, T28N, R112W	Sublette County
Haun 10-9	Section 9, T26N, R111W	Sweetwater County
Haun 30-9	Section 9, T26N, R111W	Sweetwater County
Champlin 2-5	Section 5, T19N, R98W	Sweetwater County
Champlin 2-21	Section 21, T20N, R98W	Sweetwater County
Champlin Fox Hills 1	Section 5, T19N, R98W	Sweetwater County
Champlin 4-29	Section 29, T29N, R99W	Sweetwater County
Champlin 8-29	Section 29, T20N, R99W	Sweetwater County
Champlin 5-31	Section 31, T20N, R98W	Sweetwater County

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0091
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 12



225

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0092
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 11 of 12

ALRR807

1979 Ideco H-37, s/n AL807, with 103' - 224 KH Mast, s/n AL-1591. This is a reconditioned, working rig in above average condition.

$ 385,000.00

Tooled out as follows; BJ tubing tongs, BJ rod tongs, rod wrenches, Cavins Type A air slips, rod elevators, elevators of 2-3/8 to 8-7/8 - 3-1/2, elevator linings 150 ton x 108", Ideco UTB-110 shorty block hook combination, Martin-Decker pad type weight indicator, Guiberson oil saver, single.

$ 65,000.00

2 - Toolpusher/crew change truck mounted on tandem axle 5th wheel trailers, with 16' flat bed additional haul/storage deck on back half of trailer. $7,500 each.

$ 15,000.00

2 - Gaso 3775 triplex pumps, unitized with 6V71 Detroit motors and 4 speed Fuller transmission. $50,000 each.

$ 100,000.00

1 - Waukesha VRD generator set with 45 kw Lima generator mounted in 7' x 20' skidded building; complete with 50 gallon day fuel tank and electrical main switch gear. Exceptionally low hours.

$ 28,000.00

1 - 8' x 32' two compartment mud tank with manual dump gates.

$ 7,500.00

2 - Skidded 7' x 20' horizontal fuel tanks. $3,500 each.

$ 7,000.00

EXHIBIT
tabbies
C

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0093
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 12 of 12

1 - Tioga DF-9 air heater with additional air duct works.

$ 17,500.00

1 - PH-8 mud pump, unitized with 12V71 Detroit motor, Allison transmission and operator cab, complete as one skidded unit.

$ 180,000.00

Additional support/operational equipment:
2 - Sets pipe racks
1 - Catwalk
1 - Beaver slide
Welding equipment
Miscellaneous wrenches (pipe, hammer, crescent, etc.)
Hand tools
Inventory of spare parts, rubber goods, etc.
Current in-effect warranty on numerous reconditioned components; new cab glass, tires, etc..

$ 11,500.00



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

THAT, BREK PETROLEUM INC., hereinafter referred to as Assignor, for and in consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby transfer, sell, assign, convey, and set over unto PANNONIAN ENERGY, INC., whose address is 14 Inverness Drive East, H-236, Englewood, CO 80112, hereinafter referred to as Assignee an overriding royalty interest ("Assigned ORRI") in all the oil, gas, casinghead gas, and other related hydrocarbons which is produced, saved, and marketed from the Leases and lands described on Exhibit "A", attached hereto and by reference made a part hereof, covering lands in Sublette County, Wyoming.

This Assignment is subject to the terms and provisions of said Oil and Gas Leases.

The overriding royalty interest herein assigned and conveyed shall be free and clear of any costs and expense of the development and operations thereof, excepting taxes applicable to said overriding royalty interest and the production therefrom.

The overriding royalty interest herein assigned and conveyed shall be proportionately reduced by the working interest owned by Assignor as of the effective date herein.

The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

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

EXECUTED this 20TH day of February, 2004, but made effective July 16, 2002.

Brek Petroleum Inc.

By: _____

PROVINCE OF BRITISH COLUMBIA)
) ss.
CITY OF VANCOUVER)

Before me, the undersigned, a Notary Public, in and for said Province, on this 20TH day of February, 2004, personally appeared Richard N. Jeffs, as President of Brek Petroleum Inc.

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

303754

Notary Public

RENE DAIGNAULT
Barrister & Solicitor
6th Floor, 1100 Melville Street
Vancouver, B.C. V6E 4A6
Tel: 604-648-0527

My Commission Expires:
Lifetime

RECORDED April 30 2004 8:00A M
IN BOOK 127 O & G PAGE 227
FEES $ 100.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN BREK PETROLEUM INC. AND PANNONIAN ENERGY INC.
DATED EFFECTIVE JULY 16, 2002

(The base of the Fort Union Formation is more particularly defined in various Assignments into Pannonian Energy Inc. recorded in Sublette County, Wyoming)

FEDERAL LEASE #	LAND DESCRIPTION	NUMBER OF ACRES	PERCENT OF OVERRIDING ROYALTY CONVEYED
WYW-097288	**T31N-R110W** SECTION 7: NESW SECTION 18: SESE, N2NWSE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	100.00	0.50%
WYW-101774	**T31N-R111W** SECTION 12: E2NENE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	20.00	0.50%
WYW-101779	**T32N-R111W** SECTION 22: N2NE, SENE SECTION 26: NWNW **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	160.00	0.50%
WYW-102772	**T31N-R111W** SECTION 6: SE SECTION 7: SE **ALL DEPTHS**	320.00	0.50%
	T31N-R111W SECTION 6: LOTS 3-5, SENW SECTION 7: LOTS 1, 2, E2NW **BELOW THE BASE OF THE FORT UNION FORMATION**	315.84	0.50%
WYW-102773	**T32N-R111W** SECTION 13: NE SECTION 14: NE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	320.00	0.50%
WYW-102774	**T32N-R111W** SECTION 23: NE SECTION 24: NE SECTION 25: N2NE, SENE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	440.00	0.50%
WYW-104824	**T32N-R111W** SECTION 15: NE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	160.00	0.50%
WYW-118866	**T32N-R110W** SECTION 30: NE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	160.00	0.50%

229

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN BREK PETROLEUM INC. AND PANNONIAN ENERGY INC.
DATED EFFECTIVE JULY 16, 2002

FEDERAL LEASE #	LAND DESCRIPTION	NUMBER OF ACRES	PERCENT OF OVERRIDING ROYALTY CONVEYED
WYW-121407	**T32N-R110W** SECTION 7: LOTS 1-4, E2, E2W2	595.92	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
	T32N-R110W SECTION 7: NE SECTION 18: NE SECTION 19: NE	480.00	0.50%
	FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION		
WYW-121408	**T32N-R110W** SECTION 20: E2E2	160.00	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
	T32N-R110W SECTION 20: NE	160.00	0.50%
	FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION		
WYW-124075	**T31N-R111W** SECTION 18: SE SECTION 17: SE	320.00	0.50%
	ALL DEPTHS		
	T31N-R111W SECTION 17: NW SECTION 18: LOTS 1, 2, E2NW	317.88	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-125140	**T30N-R110W** SECTION 6: LOTS 6, 7, E2SW	146.49	0.50%
	ALL DEPTHS		
	T30N-R110W SECTION 6: LOTS 1, 2, S2NE	159.70	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-129702	**T31N-R111W** SECTION 2: N2SWNW SECTION 11: E2SENW SECTION 13: S2NE	120.00	0.50%
	FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION		
WYW-130738	**T31N-R111W** SECTION 34: SE SECTION 35: SE	320.00	0.50%
	ALL DEPTHS		
	T31N-R111W SECTION 34: NW SECTION 35: NW	320.00	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-130841	**T33N-R111W** SECTION 1: LOTS 1, 2	79.88	0.50%
	FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION		

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EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN BREK PETROLEUM INC. AND PANNONIAN ENERGY INC.
DATED EFFECTIVE JULY 16, 2002

FEDERAL LEASE #	LAND DESCRIPTION	NUMBER OF ACRES	PERCENT OF OVERRIDING ROYALTY CONVEYED
WYW-131407	**T31N-R112W** SECTION 1: LOTS 1-4, S2N2, S2 SECTION 2: LOTS 1-4, S2N2, S2 SECTION 3: LOTS 1-4, S2N2, S2 **BELOW THE BASE OF THE FORT UNION FORMATION**	1,915.16	0.50%
WYW-131914	**T33N-R110W** SECTION 20: NE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	160.00	0.50%
WYW-133084	**T33N-R110W** SECTION 21: NWNW SECTION 28: W2NW SECTION 33: NENW, SWNE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	200.00	0.50%
WYW-135433	**T31N-R110W** SECTION 6: LOTS 1, 2, SWNE SECTION 7: W2NE SECTION 18: NENE **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	238.71	0.50%
WYW-136830	**T30N-R111W** SECTION 4: SE **ALL DEPTHS**	160.00	1.50%
	T30N-R111W SECTION 4: LOT 3, S2NW SECTION 5: LOTS 3, 4 **BELOW THE BASE OF THE FORT UNION FORMATION**	199.18	1.50%
WYW-139294	**T30N-R110W** SECTION 14: LOT 5 LYING IN THE NWSW **ALL DEPTHS**	2.00	1.50%
WYW-153283	**T31N-R111W** SECTION 4: SW **FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION**	160.00	1.00%
WYW-153401	**T31N-R111W** SECTION 22: SE SECTION 26: SE **ALL DEPTHS**	320.00	0.50%
	T31N-R111W SECTION 22: NW SECTION 26: NW **BELOW THE BASE OF THE FORT UNION FORMATION**	320.00	0.50%
WYW-153404	**T 31N-R111W** SECTION 25: N2SE, SESE **ALL DEPTHS**	120.00	0.50%
	T31N-R111W SECTION 25: NW **BELOW THE BASE OF THE FORT UNION FORMATION**	160.00	0.50%

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN BREK PETROLEUM INC. AND PANNONIAN ENERGY INC.
DATED EFFECTIVE JULY 16, 2002

FEDERAL LEASE #	LAND DESCRIPTION	NUMBER OF ACRES	PERCENT OF OVERRIDING ROYALTY CONVEYED
WYW-153405	**T31N-R111W** SECTION 8: SE	160.00	0.50%
	ALL DEPTHS		
	T31N-R111W SECTION 8: NW	160.00	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
	T31N-R111W SECTION 5: SE	160.00	0.50%
	FROM THE SURFACE TO THE BASE OF THE FORT UNION FORMATION		
WYW-153406	**T31N-R111W** SECTION 9: SE SECTION 27: SE	320.00	0.50%
	ALL DEPTHS		
	T31N-R111W SECTION 9: NW SECTION 27: NW	320.00	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-153409	**T31N-R111W** SECTION 15: SESE SECTION 32: SESE	80.00	1.50%
	ALL DEPTHS		
	T30N-R111W SECTION 4: LOT 4	40.03	1.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-153755	**T30N-R110W** SECTION 7: LOTS 1, 2, E2NW SECTION 18: LOTS 1, 2, E2NW, SE	456.56	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-153761	**T30N-R110W** SECTION 23: SW	160.00	0.50%
	ALL DEPTHS		
WYW-153947	**T30N-R110W** SECTION 28: LOT 5 SECTION 29: LOTS 1-6, E2SW, SE	400.48	0.50%
	BELOW THE BASE OF THE FORT UNION FORMATION		
WYW-155435	**T29N-R110W** SECTION 5: LOTS 1-4, S2N2, SW SECTION 6: LOTS 1, 2, 7, 9, SENE, SESW, SE SECTION 7: LOTS 1-4, E2, E2W2 SECTION 8: ALL	2,283.27	1.50%
	ALL DEPTHS		
WYW-155437	**T29N-R110W** SECTION 17: ALL SECTION 18: LOTS 1-4, E2, E2W2 SECTION 19: LOTS 1-4, E2, E2W2 SECTION 20: ALL	2,548.76	1.50%
	ALL DEPTHS		

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN BREK PETROLEUM INC. AND PANNONIAN ENERGY INC.
DATED EFFECTIVE JULY 16, 2002

FEDERAL LEASE #	LAND DESCRIPTION	NUMBER OF ACRES	PERCENT OF OVERRIDING ROYALTY CONVEYED
WYW-155450	**T29N-R111W** SECTION 02: LOTS 14, 15 SECTION 9: NENE SECTION 13: SWNW, E2SW SECTION 23: W2W2 SECTION 25: NWNE, S2SW SECTION 27: SE SECTION 34: W2NE, E2W2 **ALL DEPTHS**	868.61	1.50%

233

Form 3000-3
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.
W-06861

Lease Effective Date
(Anniversary Date)
July 1, 1951

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Richard L. Peterson Trust, Dated 10-25-1990
Street P.O. Box 8
City, State, ZIP Code Douglas, WY 82633

*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 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. 28 N., R. 113 W. 6th P.M. Section 15: N½NE¼, SE¼NE¼	20%	20%	0%	0%	0%

303783

RECORDED May 5 2004 11:05a M
IN BOOK 127 O+G PAGE 233
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 for attached land description

Assignment approved effective _____

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

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

(Continued on reverse)

[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)
) s.s.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Richard L. Peterson, this 14th day of April, 2004.

Witness my hand and official seal.

Diana K. Emery -- Notary Public

My commission expires June 19, 2007

DIANA K. EMERY - NOTARY PUBLIC
State of Wyoming
County of Converse

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner if 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 14th day of April 2004

Name of Assignor as shown on current lease Richard L. Peterson
(Please type or print)

Assignor Richard L. Peterson
or
Attorney-in-fact _____
(Signature)

P.O. Box 8
(Assignor's Address)

Douglas (City) WY (State) 82633 (Zip Code)

Executed this 14th day of April 2004

Richard L. Peterson Trust

Assignee Richard L. Peterson Trust
or Richard L. Peterson, Trustee
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.

235

RATIFICATION OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Heretofore under date of the 26th day of October, 2001, a certain Surface Use Agreement was made, executed, and delivered by Marguerite M. Miller, individually, and as Personal Representative of the Estate of James M. Miller, deceased, as "Surface Owner" to EOG Resources, Inc., as "Assignee", covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 36 North, Range 112 West, 6th P.M.
Section 11: E1/2E1/2
Section 12: SW1/4NW/14, W1/2SW1/4, and all portions of the NW/4NW/4, E1/2W1/2 lying and being West of the centerline of the State Highway 187;
Section 13: All Portions of the E1/2NW1/4 lying and being West of the centerline of State Highway 187;
Section 13: W1/2NW1/4, SW1/4
Section 14: E1/2NE1/4
Section 24: N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4
Section 25: NW1/4, N1/2SW1/4

Containing 1,281.90

THAT WHEREAS, Grindstone Cattle Co., a Wyoming corporation, is the owner of the surface of said lands;

NOW, THEREFORE, In consideration of the sum of Ten Dollars ($10.00+) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove described Surface Use Agreement in all of its terms and provisions and do hereby agree that said Surface Use Agreement is now in full force and effect just as though the undersigned had originally executed, acknowledged and delivered said Surface Use Agreement as one of the Surface Owners therein, either on the date thereof, or on the date hereof, and the undersigned declare, each for themselves, that said Surface Use Agreement and all of its terms and provisions are binding on the undersigned and it is a valid and subsisting Surface Use Agreement, and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 6th day of October, 2003.

Attest:

By: Elizabeth Greenwood
Elizabeth Greenwood, Secretary

Grindstone Cattle Co., a Wyoming Corporation

By: Marguerite M. Miller
Marguerite M.Miller, President

STATE OF Wyoming }
COUNTY OF SUBLETTE } ss. **ACKNOWLEDGMENT (For use by Corporation)**

On this 6TH day of OCTOBER, A.D. 2003, before me personally appeared Marguerite M. Miller, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Grindstone Cattle Co., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Marguerite M. Miller acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 6TH day of OCTOBER, 2003.

My commission expires:
12/13/06

Mishelle Johnson
Notary Public for the State of WYOMING
residing at BOULDER, WY

SEAL:

MISHELLE JOHNSON - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Dec. 13, 2006

303829

RECORDED May 7 2004 8:15 A M
IN BOOK 127 016 PAGE 235
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RATIFICATION OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Heretofore under date of the 17th day of May, 2001, a certain Surface Use Agreement was made, executed, and delivered by Marguerite M. Miller, individually, and as Personal Representative of the Estate of James M. Miller, deceased, as "Surface Owner" to EOG Resources, Inc., as "Assignee", covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 33 North, Range 111 West, 6th P.M.
Section 04: Lots 3(40.06), 4(40.00), S1/2NW1/4, SW1/4
Township 34 North, Range 111 West, 6th P.M.
Section 06: Lots 1(39.60), 2(39.71), 3(39.83), 4(37.16)
5(37.28), 6(37.32), 7(37.38), S1/2NE1/4
SE1/4NW1/4, E1/2SW1/4, W1/2SE1/4
Section 07: Lot 1(37.42), NE1/4NW1/4
Section 27: W1/2SE1/4, SE1/4SE1/4
Section 34: N1/2NE1/4
Township 34 North, Range 112 West, 6th P.M.
Section 01: Lot 1(40.01), SE/4NE/4, E/2SE/4

Containing 1,305.77 acres, more or less.

THAT WHEREAS, Grindstone Cattle Co., a Wyoming corporation, is the owner of the surface of said lands;

NOW, THEREFORE, In consideration of the sum of Ten Dollars ($10.00+) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove described Surface Use Agreement in all of its terms and provisions and do hereby agree that said Surface Use Agreement is now in full force and effect just as though the undersigned had originally executed, acknowledged and delivered said Surface Use Agreement as one of the Surface Owners therein, either on the date thereof, or on the date hereof, and the undersigned declare, each for themselves, that said Surface Use Agreement and all of its terms and provisions are binding on the undersigned and it is a valid and subsisting Surface Use Agreement, and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 6th day of October, 2003.

Attest:

By: _____
Elizabeth Greenwood, Secretary

Grindstone Cattle Co., a Wyoming Corporation

By: _____
Marguerite M. Miller, President

STATE OF Wyoming
COUNTY OF SUBLETTE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6TH day of OCTOBER, A.D. 2003, before me personally appeared Marguerite M. Miller, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Grindstone Cattle Co., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Marguerite M. Miller acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 6TH day of OCTOBER, 2003.

My commission expires:
12/13/06

Michelle Johnson
Notary Public for the State of WYOMING
residing at BOULDER, WY

SEAL:

MICHELLE JOHNSON – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Dec. 13, 2006

303830

RECORDED May 7 2004 8:15AM
IN BOOK 127 O+G PAGE 236
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

237

RATIFICATION OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Heretofore under date of the 22nd day of March, 2001, a certain Surface Use Agreement was made, executed, and delivered by Marguerite M. Miller, individually, and as Personal Representative of the Estate of James M. Miller, deceased, as "Surface Owner" to EOG Resources, Inc., as "Assignee", covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 35 North, Range 112 West, 6th P.M.
Section 03: Lot 1(40.02), 2(39.97), 3(39.93), 4(39.88), S1/2N1/2, S1/2
Section 07: NE1/4NE1/4
Section 08: N1/2NW1/4, SW1/4NW1/4
Section 09: NE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4
Section 10: N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4
Section 11: S1/2N1/2, N1/2SE1/4, NE1/4SW1/4
Section 13: SW1/4SW1/4
Section 14: SW1/4NE1/4, NE1/4NW1/4, S1/2NW1/4, S1/2
Section 15: S1/2N1/2, S1/2
Section 22: N1/2N1/2
Section 23: N1/2NW1/4, NW1/4NE1/4
Section 25: E1/2SE1/4
Township 35 North, Range 111 West, 6th P.M.
Section 30: Lot 3(39.96), 4(37.02), E1/2SW1/4, SW1/4SE1/4
Section 31: Lot 1(37.08), 2(37.11), 3(37.15), 4(37.19), E1/2W1/2
W1/2E1/2, SE1/4NE1/4, E1/2SE1/4
Section 32: NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4

Township 34 North, Range 111 West, 6th P.M.
Section 28: S1/2NW1/4, SW1/4
Section 29: NW/4NE/4, S1/2NE1/4, SE/14, W1/2
Section 30: SE1/4SE1/4
Section 31: NE1/4NE1/4
Section 32: N1/2, N1/2SE1/4
Section 33: W1/2

Containing 5,425.31 acres, more or less.

THAT WHEREAS, Grindstone Cattle Co., a Wyoming corporation, is the owner of the surface of said lands;

NOW, THEREFORE, In consideration of the sum of Ten Dollars ($10.00+) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove described Surface Use Agreement in all of its terms and provisions and do hereby agree that said Surface Use Agreement is now in full force and effect just as though the undersigned had originally executed, acknowledged and delivered said Surface Use Agreement as one of the Surface Owners therein, either on the date thereof, or on the date hereof, and the undersigned declare, each for themselves, that said Surface Use Agreement and all of its terms and provisions are binding on the undersigned and it is a valid and subsisting Surface Use Agreement, and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 6th day of October, 2003.

Attest:

By: _____
Elizabeth Greenwood, Secretary

Grindstone Cattle Co., a Wyoming Corporation

By: _____
Marguerite M.Miller, President

303831

RECORDED May 7 2004 8:15a.M
IN BOOK 127046 PAGE 237
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Orr

STATE OF Wyoming }
COUNTY OF SUBLETTE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6TH day of OCTOBER, A.D. 2003, before me personally appeared Marguerite M. Miller, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Grindstone Cattle Co., a Wyoming corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Marguerite M. Miller acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 6TH day of OCTOBER, 2003.

My commission expires:
12/13/06

SEAL:

MISHELLE JOHNSON – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Dec. 13, 2006

_____
Mishelle Johnson
Notary Public for the State of WY
residing at BOULDER, WY

STIPULATION OF INTERESTS
(Portion of USA Lease WYW-150655)

This instrument is made and entered into to be effective as of March 1, 2003 and affects only that certain oil and gas lease (the "Subject Lease") described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar only as said lease covers those lands (the "Subject Lands") described on Exhibit "A", which lands are located in Sublette County, Wyoming. This instrument is made and entered into among the following parties, hereinafter collectively referred to as the "Working Interest Owners":

Working Interest Owner	Percentage
Williams Production Rocky Mountain Company, a Delaware Corporation With an address of P.O. Box 3102 Tulsa, Oklahoma 74101 ("Williams")	34.666%
Shell Rocky Mountain Production, LLC, a Delaware limited liability company 4582 S. Ulster, Suite 500 Denver, CO 80237 ("Shell Rocky")	41.25%
SWEPI LP, a Delaware limited partnership With an address of P.O. Box 576 Houston, Texas 77001 ("SWEPI")	24.084%

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

R.K. O'Connell
P.O. Box 2003
Casper, Wyoming 82602-2003

Jonah, LLC
P.O. Box 50190
Casper, Wyoming 82605-0190 ("Jonah LLC")

Yvonneda M. Martin, Trustee of the
Vonnie M. Martin Living Trust
dated December 22, 2000
1790 Diamond Hitch
Jackson, Wyoming 83001 ("Y. Martin, Trustee")

Nerd Royalties, LLC,
a Wyoming flexible limited liability company
5410 E. 22nd Street
Casper, Wyoming 82609 ("Nerd Royalties")

Joseph J. Scott
P.O. Box 928
Riverton, WY 82501 ("Scott")

303848
303845

RECORDED May 7 2004 9:50 AM
IN BOOK 127 OR PAGE 238
FEES $ 17.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238

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

Doris McMurry, Trustee of the
Doris McMurry Revocable Trust
P.O. Box 50790
Casper, WY 82605 ("D. McMurry, Trustee")

Victor L. McMurry
P.O. Box 1519
Pinedale, WY 82941 ("Victor")

Susan Anne Samuelson
1960 US Hwy 85
Cheyenne, WY 82009 ("Samuelson")

Carol J. McMurry
1151 Eagle Drive, #463
Loveland, CO 80537 ("Carol")

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

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

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

Casey Osborn
P.O. Box 561
Sheridan, WY 82801 ("Osborn")

WRW Energy Company
3070 East 4th Avenue
Denver, CO 80206-4352 ("WRW")

McMurry Limited Liability Company,
a Wyoming limited liability company
P.O. Box 50790
Casper, WY 82605 ("McMurry LLC")

Dianne's Oil & Gas LLC
a Wyoming flexible limited liability company
3023 Intracoastal View Drive
Mt. Pleasant, SC 29466 ("Dianne's O&G LLC")

Greene Family Oil & Gas Limited Partnership,
a Wyoming limited partnership
5905 Green Meadows Drive
Cheyenne, Wyoming 82001 ("GFOGLP")

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

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

SWEPI LP
a Delaware limited partnership
P.O. Box 576
Houston, Texas 77001 ("SWEPI")

Edward M. Warner
P.O. Box 480046
Denver, CO 80248-0046 ("Warner")

W. Neil McMurry, Trustee of the
W.N. McMurry Revocable Trust
P.O. Box 50790
Casper, Wyoming 82605 ("W.N. McMurry, Trustee")

RECITALS

1. The Subject Lease, originally known as Lease WYW-133051, was issued by the Bureau of Land Management to McMurry Oil Company ("MOC") effective August 1, 1994, covering all of the Subject Lands and other Lands.

2. By Assignment of Overriding Royalty Interest dated December 28, 1994, and recorded in the records of Sublette County, Wyoming on January 17, 1995 in Book 100 of Oil and Gas, at Page 268, McMurry Oil Company conveyed 2% overriding royalty interest to R.K. O'Connell in Subject Lease and Lands.

3. By Assignment of Record Title Interest dated April 25, 1996, to be effective April 1, 1996 and recorded May 1, 1996 in Book 103 of Oil and Gas, at Page 334, McMurry Oil Company conveyed a 50.5% Record Title Interest to Fort Collins Consolidated Royalties, Inc. (36.125%), Nerd Enterprises, Inc. (12.375%) and Edward M. Warner (2%) in the Subject Lease and Lands, with the exception of the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, reserving an Overriding Royalty Interest of 2% with no proportionate reduction provisions although proportionate reduction of the reserved overriding royalty was intended so that each assignee would receive its working interest subject to a proportionate share of the 12.5% landowner's royalty and overriding royalties totaling 4.0%.

4. By Conveyance, Assignment and Bill of Sale (hereinafter referred to as the "CoEnergy Assignment") dated April 25, 1996 to be effective April 1, 1996 and recorded April 30, 1996 in Book 103 of Oil and Gas at Page 309 of the records of Sublette County, and associated federal forms, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc. and Edward M. Warner each conveyed an undividied 33.333% of their respective interests in the Subject Lease and Lands with the exception of the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, to CoEnergy Rockies, Inc., a Michigan corporation (hereinafter referred to as "CoEnergy"). The CoEnergy Assignment provided with respect to each lease affected by the assignment that: (a) the net revenue interest attributable to the working interest received by Co Energy from each Assignor would be equal to a proportionate share of 80%; (b) to the extent the working interest conveyed by any Assignor was subject to lease burdens totaling less than the proportionate share of 20%, such Assignor would and did reserve an additional overriding royalty interest from the Assignment; and (c) to the extent that the lease burdens attributable to the working interest conveyed by an Assignor was subject to lease burdens in excess of the proportionate share of 20%, such Assignor would and did convey an additional overriding royalty interest out of its retained working interest in the affected lease large enough to restore the net revenue interest conveyed to CoEnergy to a proportionate share of 80%. As a result of the CoEnergy Assignment: (a) Fort Collins reserved a

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name: John W. Martin
Title: Pres
Date: 2/27/03

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:_____

NERD ROYALTIES, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by R.K. O'Connell this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by John W. Martin as President on behalf of Jonah, LLC, a Wyoming limited liability company, this 27th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

WARREN E. MAJOR
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4/18/2005

My Commission Expires: April 18, 2005

Warren E. Major
Notary Public
Address 1775 Sherman St. #1400
Denver, CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Yvonneda M. Martin as Trustee of the Vonnie M. Martin Revocable Trust u/t/a dated December 22, 2000 this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By: Dianne E Greene
Dianne E. Greene, Manager
Date: 10/7/03

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By:_____
John D. Greene, General Partner
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

SWEPI LP a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____, of McMurry Limited Liability Company, a Wyoming limited liability company, on behalf of the company this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Dianne E. Greene as Manager of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company this 7th day of October, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

WARREN E. MAJOR
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires: _____

My Commission Expires 4/26/2005

Warren E. Major
Notary Public
Address 1775 Sherman St #1400
Denver, CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John D. Greene as General Partner of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership on this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

244

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: _____

VICTOR L. McMURRY
Date: _____

SUSAN ANNE SAMUELSON
Date: _____

CAROL J. McMURRY
Date: _____

GAYLE L. KINNISON
Date: _____

GARY R. WENZEL
Date: _____

KELLY SUE MORTIMER
Date: _____

CASEY OSBORN
Date: _____

WRW ENERGY COMPANY, a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: 7/21/03

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Kelly Sue Mortimer this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by William R. Weeks, as General Partner, of WRW Energy Co., a Colorado general partnership, on behalf of the general partnership, this 24th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

WARREN E. MAJOR
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4/18/2005

Warren E. Major
Notary Public
Address 1775 Sherman St. #1400
Denver, Co 80203

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By:_____
John D. Greene, General Partner
Date:_____

Marshall C. Crouch III
MARSHALL C. CROUCH III
Date: 4-16-04

Jane R. Crouch
JANE R. CROUCH
Date: 4-16-04

SWEPI LP a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date:_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Marshall C. Crouch III this 16th day of April, 2003. mcc

WITNESS MY HAND AND OFFICIAL SEAL.

JOSEPH E. PHILLIPS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 13, 2008

My Commission Expires: Feb. 13, 2008

Joseph E Phillips
Notary Public
Address 621 Seventeenth St, Ste 103
Denver, CO 80293

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Jane R. Crouch this 16th day of April, 2003. jrc

WITNESS MY HAND AND OFFICIAL SEAL.

JOSEPH E. PHILLIPS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Feb. 13, 2008

My Commission Expires: Feb. 13 2008

Joseph E Phillips
Notary Public
Address 621 Seventeenth St Ste 103
Denver, CO 80293

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of SWEPI LP, a Delaware limited partnership, on behalf of the partnership this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

0.421435% of 8/8ths (*i.e.*, 3.5% of 12.041%) overriding royalty interest; (b) McMurry reserved a 0.9075% of 8/8ths (*i.e.*, 5.5% of 16.5%) overriding royalty interest; (c) Nerd reserved a .144375% of 8/8ths (*i.e.*, 3.5% of 4.125%) overriding royalty interest in the Subject Lease and Lands; and (d) Warner reserved an overriding royalty of .023345% of 8/8ths (*i.e.*, 3.5% x 0.667%).

5. By Assignment of Overriding Royalty Interest dated May 28, 1996 to be effective April 1, 1996 and recorded July 1, 1996 in Book 103 of Oil and Gas at Page 476 of the records of Sublette County, Wyoming, CoEnergy conveyed a 0.50% of 8/8ths overriding royalty interest to Marshall C. Crouch III and a 0.50% of 8/8ths overriding royalty interest to Jane R. Crouch in the Subject Lease and Lands, with the exception of the SW/4NW/4 of Section 10, Township 29 North, Range 107 West. The overriding royalty interests conveyed to Marshall and Jane Crouch were made subject to proportionate reduction to the extent that CoEnergy owned less than the entire working interest in said lease.

6. CoEnergy Rockies, Inc. changed its corporate name to MCNIC Oil & Gas Properties, Inc., effective July 1, 1997.

7. By Agreement and Contribution of Properties dated to be effective June 1, 1999 and recorded April 28, 1999 in Book 111 of Oil and Gas at Page 143 of the records of Sublette County, Wyoming, MCNIC Oil & Gas Properties, Inc. transferred all of its interest in the Subject Lease and its lands, excepting the SW/4NW/4 Section 10, Township 29 North, Range 107 West, to Rockies Acquisition Properties, Inc. Then by Certificate of Amendment to Certificate of Incorporation dated April 23, 1999, Rockies Acquisition Properties, Inc. changed its corporate name to Williams Production Rocky Mountain Company.

8. By Assignment of Record Title dated March 20, 2000, filed with the Bureau of Land Management on April 24, 2000 and approved effective May 1, 2000, McMurry Oil Company conveyed a 100% record title interest in the Subject Lease insofar as it covers the following described lands to Amoco Production Company:

Township 29 North, Range 107 West, 6th P.M.
Section 4: Lots 3, 4, S/2NW/4, SE/4
Section 5: Lots 3, 4, S/2NW/4, SE/4
Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4

Township 30 North, Range 107 West, 6th P.M.
Section 33: SE/4, E/2NW/4.

As a result of the assignment the assigned lands retained the original lease designation WYW-133051 and all of the Subject Lands were redesignated as Lease No. WYW-150655.

9. By Assignment of Overriding Royalty Interest dated April 15, 2000 and recorded August 31, 2000 in Book 116 of Oil and Gas, at Page 109 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed an overriding royalty interest in the Subject Lease and Lands, including the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, to the following parties in the amounts indicated.

John W. Martin	0.3525%
Doris McMurry	0.1150%
Neil A. McMurry	0.3400%
Victor L. McMurry	0.0900%
Susan Anne Samuelson	0.0900%
Carol J. McMurry	0.0900%
Gayle L. Kinnison	0.0900%
Gary R. Wenzel	0.0900%
Kelly Sue Mortimer	0.0900%
McMurry Limited Liability Company	0.0900%
Joseph J. Scott	0.2500%
James W. Curry	0.2500%
Casey Osborn	0.0625%

This assignment recites that the overriding royalty conveyed totals 2% of 8/8ths and is not subject to proportionate reduction. With the exception of the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, the intent of this assignment was to convey each of the above overriding interests out of the overriding royalty interests reserved by the Assignor in the assignments described in Recitals 3 (.505 x 2%) and 4 (.165 x 2%), above, and out of Assignor's retained 33.0% working interest (.33 x 2%) such that each of the above overriding royalties would be borne proportionately by all working interest owners. With respect to the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, each of the above overriding royalty interests was carved out of the Assignor's 100% working interest.

10. By Assignment of Record Title Interest dated April 24, 2000, and filed with the Bureau of Land Management in Cheyenne, Wyoming on September 11, 2000, McMurry Oil Company conveyed a 50.5% Record Title Interest to Nerd Enterprises, Inc. (12.375%), Fort Collins Consolidated Royalties Inc. (36.125%), and Edward M. Warner (2%) in the Subject Lease insofar only as it covers the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, reserving an Overriding Royalty Interest of 2% with no provisions for proportionate reduction and subject to previously conveyed overrides of record. The parties intended that the 2% reserved overriding royalty was to have been proportionately reduced so that each assignee would receive its interest subject to a proportionate share of the 12.5% landowner's royalty and the overriding royalties created by the assignments described in paragraphs 2 and 9 above.

11. By Assignment Overriding Royalty Interest dated to be effective as of April 26, 2000, and recorded September 26, 2000 in Book 116 of Oil and Gas at Page 223, Nerd Enterprises, Inc. conveyed to Mick McMurry, aka Neil A. McMurry a 3.5% of 8/8ths overriding royalty interest in the Subject Lease and Lands. The Assignment was made subject to proportionate reduction, to the extent that the interest owned by the Nerd Enterprises, Inc. was less than the entire leasehold working interest. The effect of the assignment was to convey a 3.5% of 8.25% (*i.e.*, 0.28875%) overriding royalty as to all of the Subject Lands except the SW/4NW/4 of Section 10, Township 29 North, Range 107 West and a 3.5% of 12.375% (*i.e.*, 0.433125%) overriding royalty as to the SW/4NW/4 of Section 10. The assignor intended but failed to convey the 0.144375% overriding royalty reserved in the assignment described above in Recital 4.

12. By Assignment Overriding Royalty Interest dated to be effective as of April 26, 2000 and recorded September 26, 2000 in Book 116 of Oil and Gas at Page 274, McMurry Oil Company conveyed to John W. Martin a 3.5% of 8/8ths overriding royalty interest in the Subject Lease and Lands. The Assignment was made subject to proportionate reduction, to the extent the leasehold and working interest of McMurry Oil Company was less than the entire leasehold estate. The effect of the assignment was to convey a 3.5% of 33.0% overriding royalty as to all of the Subject Lands except the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, and a 3.5% of 49.5% overriding royalty as to the SW/4NW/4, Section 10. MOC intended, but failed, to convey any part of the overriding royalty reserved in the assignment described in Recital 4 above. Of the original .9075% override reserved in that assignment MOC intended to allocate .33% to the overrides created in the assignment described in Recital 9, leaving a 0.5775% overriding royalty to be conveyed to John W. Martin.

13. By Assignment of Record Title Interest dated April 28, 2000, and filed with the Bureau of Land Management in Cheyenne, Wyoming on September 8, 2000, McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties Inc. and Edward M. Warner conveyed a 33.333% record title interest in the Subject Lease insofar only as it covers the SW/4NW/4 of Section 10, Township 29 North, Range 107 West to Williams Production Rocky Mountain Company, reserving a 7.5% overriding royalty interest, inclusive of preexisting overriding royalty interest lease burdens, such that the net revenue interest conveyed by each Assignor was equal to a proportionately reduced 80%. The effect of this assignment was to reserve the following overriding royalties out of the 33.333% working interest conveyed to Williams: MOC and Nerd reserved no overriding royalty due to the fact that their respective working interests were already subject to a proportionate share of overriding royalties of 7.5%; Fort Collins reserved a 3.5% of 12.041% override (*i.e.*, 0.421435%) and Warner received a 3.5% of 0.667% overriding (*i.e.*, 0.023345%).

14. By Assignment, Bill of Sale and Conveyance of Record Title Interest dated May 1, 2000 and recorded in the records of Sublette County on October 29, 2001 in Book 120 of Oil & Gas at Page 152, Nerd Enterprises, Inc. conveyed all of its 8.25% working interest in the Subject Oil & Gas Lease and Lands to Nerd Energy, Inc., a Wyoming corporation. A BLM form of Assignment of Record Title evidencing the same conveyance was filed with the Wyoming State Office of the Bureau of Land Management on November 17, 2000. The BLM form of assignment correctly described the Subject Lands but incorrectly stated the acreage content of the Subject Lands to be 1,240.13 acres instead of 1,280.13 acres.

15. By Assignment of Record Title Interest dated May 1, 2000, and recorded in the records of Sublette County on March 23, 2001 in Book 117 of Oil & Gas at Page 353, McMurry Oil Company conveyed all of its 33.0% working interest in the Subject Oil & Gas Lease and Lands to McMurry Energy Company, a Wyoming corporation ("MEC").

16. By Assignment of Overriding Royalty dated May 29, 2000 and recorded October 24, 2000 in Book 116 of Oil and Gas, at Page 462 of the records of Sublette County, Wyoming, Fort Collins Consolidated Royalties, Inc. conveyed a 1.80625% of 8/8ths overriding royalty to WRW Energy Co. and a .36125% of 8/8ths overriding royalty to Dianne E. Greene in the Subject Lease and Lands. The overriding royalty interests conveyed do not contain provisions for proportionate reduction. The effect of this assignment was to convey a full 2.1675% of 8/8ths overriding royalty out of the 24.084% working interest of Fort Collins, thereby reducing the net revenue interest attributable to its working interest from a proportionate share of 83.5% to a proportionate share of approximately 74.5%.

17. By Assignment of Overriding Royalty dated effective June 1, 2000 and recorded in Book 116 of Oil & Gas, at Page 177 of the records of Sublette County, Wyoming, McMurry Energy Company conveyed a 2% Overriding Royalty Interest in the Subject Lease and Lands to Susan Anne Samuelson (25%), Carol J. McMurry (25%), Gayle L. Kinnison (25%), and W. Neil McMurry (25%). The overriding royalty interests conveyed to Susan Samuelson, Carol J. McMurry, Gayle L. Kinnison and W. Neil McMurry in the Subject Lease and Lands were made subject to proportionate reduction to the extent MEC owned less than the entire working interest in said lease. The effect of this assignment was to convey a 0.165% overriding royalty interest (25% x 2% x 33%) to each assignee and to reduce the net revenue interest attributable to MEC's working interest from a proportionate share of 80% to a proportionate share of 78%.

18. By Assignment of Overriding Royalty Interest dated January 31, 2001, to be effective December 1, 2000 and recorded July 3, 2001 in Book 118 Oil and Gas, at Page 618 of the records of Sublette County, Wyoming, John W. Martin conveyed all of his overriding royalty interest in the Subject Lease and Lands to Jonah, LLC (91.5%) and Yvonneda M. Martin (8.5%). This assignment incorrectly described the assignor's Overriding Royalty Interest in the Subject Lease and Lands as being 1.5075% instead of 2.085% due to the failure of the assignment of overriding royalty described in Recital 12, above, to convey MOC's previously reserved 0.5775% overriding royalty as described in said Recital.

19. By Assignment and Assumption Agreement dated December 28, 2000 to be effective November 1, 2000 recorded on January 17, 2001 in Book 117 Oil & Gas, Page 35 of the records of Sublette County, Wyoming, Edward M. Warner conveyed to Williams Production Rocky Mountain Company all of his leasehold working interest in the Subject Lease insofar only as the Subject Lease covers the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, excluding any overriding royalty interests owned, and reserving a proportionately reduced overriding royalty equal to the difference between (i) the total of all royalties, overriding royalties and other burdens affecting the conveyed working interest in the subject lands and (ii) 20% (*i.e.*, 3.5% of 1.333% or 0.046655%).

20. By Assignment and Assumption Agreement dated December 28, 2000 to be effective November 1, 2000 recorded on February 6, 2001 in Book 117 Oil & Gas, Page 214 of the records of Sublette County, Wyoming, Edward M. Warner conveyed to Williams Production Rocky Mountain Company all of his leasehold working interests in the Subject Lease and Lands except the SW/4NW/4 of Section 10, Township 29 North, Range 107 West, excluding any overriding royalty interests owned, and reserving a proportionately reduced overriding royalty equal to the difference between (i) the total of all royalties, overriding royalties and other

burdens affecting the conveyed working interest in the subject lands and (ii) 20% (*i.e.*, 3.5% of 1.333% or 0.046655%).

21. By Assignment and Bill of Sale Agreement dated to be effective December 29, 2000 and recorded October 1, 2001 in Book 119 of Oil & Gas at Page 318 of the records of Sublette County, Wyoming, Fort Collins Consolidated Royalties, Inc. conveyed all of its interest in the Subject Lease and Lands to McMurry Oil Company. The Assignment was not duplicated in the records of the Bureau of Land Management.

22. By Conveyance, Assignment and Bill of Sale dated to be effective as of March 1, 2002 and recorded June 4, 2002 in Book 121 of Oil & Gas at Page 681 of the records of Sublette County McMurry Oil Company and Fort Collins Consolidated Royalties, Inc. conveyed all of their respective interests in the Subject Lease and Lands to SWEPI LP, a Delaware limited partnership.

23. Nerd Energy, Inc. a Wyoming corporation merged into Nerd Energy, Inc. a Delaware corporation on November 6, 2001. Evidence of the merger was recorded on November 7, 2001 in Book 73 of Miscellaneous at Page 1 of the records of Sublette County, Wyoming. Effective November 8, 2001 NerdEnergy, Inc. a Delaware corporation, converted to Nerd Energy, LLC, a Delaware limited liability company.

24. On December 14, 2000, McMurry Energy Company, a Wyoming corporation, merged into McMurry Holding Company, a Delaware corporation, which then changed its corporate name to McMurry Energy Company. Effective November 8, 2001 McMurry Energy Company, a Delaware corporation, was converted to a Delaware limited liability company and changed its name to McMurry Energy, LLC.

25. NERD Energy, LLC merged with and into McMurry Energy Company, LLC and the surviving limited liability company changed its name to Shell Rocky Mountain Production, LLC, a Delaware limited liability company, effective December 12, 2001.

26. By Assignment, Bill of Sale and Conveyance dated December 26, 2001 and recorded January 4, 2002 in Book 120 of Oil & Gas Page 510 of the records of Sublette County, Wyoming, Doris McMurry conveyed all of her interest in the subject oil and gas lease and plans to Doris McMurry as Trustee of the Doris McMurry Revocable Trust.

27. By Assignment, Bill of Sale and Conveyance dated December 26, 2001 and recorded January 4, 2002 in Book 120 of Oil & Gas at Page 517 of the records of Sublette County, W.N. "Neil" McMurry conveyed all of his interest in the Subject Oil and Gas Lease to W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust.

28. By Assignment of Overriding Royalty Interest dated December 18, 2001 and recorded in the records of Sublette County January 18, 2002 in Book 120 of Oil & Gas at Page 614 Dianne E. Greene conveyed all of her 0.36125% overriding royalty interest in the Subject Lease and Lands to Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership (51%) and to Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, (49%).

29. By Assignment of Overriding Royalty Interest dated to be effective as of May 8, 2002 in Book 121 of Oil & Gas at Page 526 of the records of Sublette County Neil A. McMurry, a/k/a Mick McMurry, conveyed all of his overriding royalty interest in the Subject Lease and Lands to NERD Royalties LLC, a Wyoming flexible limited liability company.

30. By Assignment of Overriding Royalty Interest dated to be effective as of November 1, 2002 and recorded January 17, 2003 in Book 123 of Oil & Gas at Page 555 of the records of Sublette County, Yvonneda M. Martin conveyed all of her overriding royalty interest in the Subject Lease and Lands to Yvonneda M. Martin as Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000.

31. The parties desire to stipulate as to their respective interests in the Subject Lease and Lands and as to the manner in which the interests of the Working Interest Owners bear the burden of the interests of the Overriding Royalty Interest Owners therein.

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

1. The oil and gas leasehold working interest and operating rights from the surface to all depths in the Subject Lease and Lands are owned by the Working Interest Owners in the undivided percentages described on page 1 above, said percentage shares being hereby incorporated herein.

2. The overriding royalty interests in the Subject Lease and Lands created by the Assignments of Overriding Royalty Interest described in paragraphs 2 and 9 of the Recitals, above, shall be borne proportionately by the working interests of each of the Working Interest Owners.

3. The overriding royalty interest conveyed by Nerd Enterprises, Inc. to Mick McMurry and referred to in Recital 11, above, shall be deemed to be a .433125% of 8/8ths overriding royalty interest as to all of the Subject Lands. Mick McMurry is one and the same person as Neil A. McMurry. The .433125% overriding royalty interest of Mick McMurry, also known as Neil A. McMurry, is presently owned by Nerd Royalties LLC and shall be borne 1/3 by the working interest of Williams and 2/3 by the working interest of Shell Rocky.

4. The BLM form of Assignment of Record Title referred to in Recital 14, above, is hereby deemed to have been amended to reflect the acreage content of the Subject Lands being 1,280.13 acres instead of 1,240.13 acres.

5. The overriding royalty interest conveyed by McMurry Oil Company to John W. Martin referred to in Recital 12, above, shall be deemed to be a 1.7325% of 8/8ths overriding royalty interest and shall be borne one-third (1/3) by the working interest of Williams and two-thirds (2/3) by the working interest of Shell Rocky. This 1.7325% override when added to the 0.3525% of 8/8ths overriding royalty conveyed to John W. Martin in the assignment described in Recital 9 resulted in a total overriding royalty of 2.085% of 8/8ths which was conveyed 91.5% to Jonah LLC and 8.5% to Yvonneda M. Martin in the assignment described in Recital 18, above. The overriding royalty interest of Yvonneda M. Martin in the Subject Lease and Lands is presently owned by Yvonneda M. Martin, as Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000 as the result of the assignment described in Recital 30.

6. The overriding royalty interests of WRW Energy Co. and Dianne E. Greene referred to in Recital 16 above shall be borne solely out of the working interest of SWEPI LP in the Subject Lease and Lands. The 0.36125% overriding royalty conveyed to Dianne E. Greene is presently owned in undivided shares of 51% by GFOGLP and 49% by Dianne's O&GLLC.

7. The 0.07% of 8/8ths overriding royalty interest of Edward M. Warner referred to in Recitals 4, 13, 19 and 20 and the 0.421435% overriding royalty of Fort Collins Consolidated Royalties, Inc., referred to in Recital No. 4 above shall be borne solely out of the working interest in the Subject Lease and Lands owned by Williams. The Fort Collins overriding royalty was conveyed to SWEPI LP by the assignment described in Recital 22.

8. The overriding royalty interests of Marshall C. Crouch III and Jane R. Crouch described in Recital 6, above, shall be borne solely out of the working interest in the Subject Lease and Lands owned by Williams.

9. The overriding royalty interest of Susan Anne Samuelson, Carol J. McMurry, Gayle L. Kinnison and W. Neil McMurry described in Recital 17 shall be borne solely out of the working interest of Shell Rocky.

10. The Doris McMurry Revocable Trust referred to in the Assignment, Bill of Sale and Conveyance described in Recital No. 26 above is hereby stipulated to be the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995.

11. The W.N. McMurry Revocable Trust referred to in the Assignment, Bill of Sale and Conveyance described in Recital 27 above is hereby stipulated to be the W.N. McMurry Revocable Trust under Trust Agreement dated May 19, 1993.

12. In a number of the assignments described in the above Recitals that portion of the Subject Lands lying within the SW/4 of Section 6, Township 29 North, Range 107 West, 6th P.M. has been incorrectly described as being all of the SW/4 of said Section 6 when the correct description should have been Lot 6 and the E/2SW/4 of Section 6, Township 29 North, Range 107 West, 6th P.M. Each of the parties acknowledges that the Subject Lease does not cover Lot 7 (the approximate SW/4SWS/4) of said Section 6 and each of the assignments in the chain of title to the Subject Lease shall be deemed to have been amended, insofar as it purports to cover the entire SW/4 of Section 6, Township 29 North, Range 107 West, 6th P.M., to cover only Lot 6 and the E/2SW/4 of said section.

13. The intended result of the conveyances described in the Recitals above was that the net revenue interests attributable to the working interests of the Working Interest Owners in the Subject Lease and Lands are as follows:

Working Interest Owner	Working Interest	Net Revenue Interest
Williams	34.666%	27.39947%
Shell Rocky	41.25%	32.34000%
SWEPI	24.084%	17.94264%
Totals	100.000%	77.68211%

14. The intended result of the conveyances described in the Recitals above was that the overriding royalty interest in the Subject Leases and Lands are owned as follows:

Overriding Royalty Interest Owners	Interest	Note
R.K. O'Connell	2.00000%	Borne proportionately by all WI Owners
Jonah, LLC	.322537%	Borne proportionately by all WI Owners
Y. Martin, Trustee	.029963%	Borne proportionately by all WI Owners
D. McMurry, Trustee	.115000%	Borne proportionately by all WI Owners
Nerd Royalties	.340000%	Borne proportionately by all WI Owners
Victor L. McMurry	.090000%	Borne proportionately by all WI Owners
Susan Anne Samuelson	.090000%	Borne proportionately by all WI Owners
Carol J. McMurry	.090000%	Borne proportionately by all WI Owners
Gayle L. Kinnison	.090000%	Borne proportionately by all WI Owners
Gary R. Wenzel	.090000%	Borne proportionately by all WI Owners
Kelly Sue Mortimer	.090000%	Borne proportionately by all WI Owners
McMurry LLC	.090000%	Borne proportionately by all WI Owners
Joseph J. Scott	.250000%	Borne proportionately by all WI Owners

James W. Curry	.250000%	Borne proportionately by all WI Owners
Casey Osborn	.062500%	Borne proportionately by all WI Owners
SWEPI	.421435%	Borne solely by Williams
Jonah LLC	1.585238%	Borne 2/3 by Shell Rocky and 1/3 by Williams
Y. Martin, Trustee	.147262%	Borne 2/3 by Shell Rocky and 1/3 by Williams
Nerd Royalties	.433125%	Borne 2/3 by Shell Rocky and 1/3 by Williams
WRW Energy Company	1.806250%	Borne solely by SWEPI LP
GFOGLP	.184238%	Borne solely by SWEPI LP
Dianne's O&G LLC	.177012%	Borne solely by SWEPI LP
Susan Anne Samuelson	.165000%	Borne solely by Shell Rocky
Carol J. McMurry	.165000%	Borne solely by Shell Rocky
Gayle L. Kinnison	.165000%	Borne solely by Shell Rocky
W. McMurry, Trustee	.165000%	Borne solely by Shell Rocky
Edward M. Warner	.070000%	Borne solely by Williams
M. Crouch	.166665%	Borne solely by Williams
J. Crouch	.166665%	Borne solely by Williams

Total Overrides subject to this Stipulation 9.81789%

15. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein, including, without limitation, the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Lease and Lands in a manner consistent with this Stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

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

17. This instrument may be executed in multiple counterparts, and shall be binding on those parties executing this instrument, their respective heirs, successors and assigns, even though not all of the parties named herein sign this instrument or an identical counterpart thereof.

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

WORKING INTEREST OWNERS

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

James W. Curry	.250000%	Borne proportionately by all WI Owners
Casey Osborn	.062500%	Borne proportionately by all WI Owners
SWEPI	.421435%	Borne solely by Williams
Jonah LLC	1.585238%	Borne 2/3 by Shell Rocky and 1/3 by Williams
Y. Martin, Trustee	.147262%	Borne 2/3 by Shell Rocky and 1/3 by Williams
Nerd Royalties	.433125%	Borne 2/3 by Shell Rocky and 1/3 by Williams
WRW Energy Company	1.806250%	Borne solely by SWEPI LP
GFOGLP	.184238%	Borne solely by SWEPI LP
Dianne's O&G LLC	.177012%	Borne solely by SWEPI LP
Susan Anne Samuelson	.165000%	Borne solely by Shell Rocky
Carol J. McMurry	.165000%	Borne solely by Shell Rocky
Gayle L. Kinnison	.165000%	Borne solely by Shell Rocky
W. McMurry, Trustee	.165000%	Borne solely by Shell Rocky
Edward M. Warner	.070000%	Borne solely by Williams
M. Crouch	.166665%	Borne solely by Williams
J. Crouch	.166665%	Borne solely by Williams
Total Overrides subject to this Stipulation	9.81789%	

15. Each of the parties hereby grants and conveys to the other, without warranty of title, such interests in the Subject Lease and Lands as may be necessary to effect the ownership of the Subject Lease and Lands as set forth herein, including, without limitation, the overriding royalties. To the extent that it may be reasonably determined by any party hereto that additional conveyances are required to effect the intent of the parties as evidenced by this instrument, each of the parties hereto for itself and its heirs, personal representatives, successors and assigns, hereby covenants and agrees to execute such conveyances as may be required to establish the ownership of the Subject Lease and Lands in a manner consistent with this Stipulation. This covenant shall constitute a covenant running with the Subject Lease and Lands at law.

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

17. This instrument may be executed in multiple counterparts, and shall be binding on those parties executing this instrument, their respective heirs, successors and assigns, even though not all of the parties named herein sign this instrument or an identical counterpart thereof.

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

WORKING INTEREST OWNERS

ATTEST:

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

_____
Name: _____
Title: _____
Date: _____

By: Dorsey Roach
Name: DORSEY ROACH
Title: ATTORNEY-IN-FACT
Date: SEPTEMBER 4, 2003

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by Dorsey Roach, as Attorney-in-Fact of Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of the corporation, this 4th day of September, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 17, 2005

Notary Public Oklahoma
OFFICIAL SEAL
SUSAN A. TYLER
TULSA COUNTY
COMMISSION #01011039
Comm. Exp. 07-17-2005

Susan A. Tyler
Notary Public
Address P.O. Box 3102, Tulsa, OK 74101

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Shell Rocky Mountain Production LLC, a Delaware limited liability company, on behalf of the company, this ___ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, of _____ as general partner of SWEPI LP a Delaware limited liability company, on behalf of the limited partnership this ___ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By: B. O. Eubanks
Name: B. O. EUBANKS
Title: ATTORNEY-IN-FACT
Date: 4/6/04

SWEPI LP, a Delaware limited partnership

By: B O Eubanks
Name: B. O. Eubanks
Title: Attorney-in-Fact
Date: 4/12/04

OVERRIDING ROYALTY INTEREST OWNERS

R.K. O'CONNELL
Date:

JONAH, LLC a Wyoming limited liability company

By:
Name:
Title:
Date:

YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:

NERD ROYALTIES, LLC a Wyoming limited liability company

By:
Name:
Title:
Date:

JOSEPH J. SCOTT
Date:

JAMES W. CURRY
Date:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of the corporation, this ___ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by B.O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production LLC, a Delaware limited liability company, on behalf of the company, this 6th day of April, 2004.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6-14-2007

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
Address 200 N. DAIRY ASHFORD
HOUSTON, TX 77079

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by B.D. GRIFFIN, of SWEPI LP as ~~general partner~~ Attorney-In-Fact of SWEPI LP a Delaware limited liability company, on behalf of the limited partnership this 12th day of April, 2004.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6-14-2007

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
Address 200 N. DAIRY ASHFORD
HOUSTON, TX 77079

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: _____

_____
VICTOR L. McMURRY
Date: _____

_____
SUSAN ANNE SAMUELSON
Date: _____

_____
CAROL J. McMURRY
Date: _____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date: _____

_____
KELLY SUE MORTIMER
Date: _____

_____
CASEY OSBORN
Date: 12-19-03

WRW ENERGY COMPANY, a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Kelly Sue Mortimer this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me by Casey Osborn this 19 day of December, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 10-29-07

DIANA SOJOURNER NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 29, 2007

Diana Sojourner
Notary Public
Address 183 W. 5th Street
Sheridan, WY 82801

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as General Partner, of WRW Energy Co., a Colorado general partnership, on behalf of the general partnership, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By:_____
John D. Greene, General Partner
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

SWEPI LP a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date: 7/23/03

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 on this 23rd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Sept. 19, 2005

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

_____
Notary Public
Address 3721 W. 46th St.
Casper, WY 82604

J:\Thompson\Shell\Corporate\Stipulation of Interests WYW-150655.wpd

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:_____

NERD ROYALTIES, LLC a Wyoming limited liability company

By: Neil A. McMurry
Name: NEIL A. McMURRY
Title: MGR/member
Date: 7/23/03

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date:_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Neil A. McMurry as Mngr/Member of Nerd Royalties LLC, a Wyoming limited liability company, on behalf of the company, this 23rd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6 April 2007

THOMAS R. BLEVINS - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2007

Thomas R Blevins
Notary Public
Address P.O. Box 3003
Casper, WY 82602

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Joseph J. Scott this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by James W. Curry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By: _____
Name: W.N. McMurry, Managing Member
Title: , Managing Member
Date: 7-23-03

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By: _____
Dianne E. Greene, Manager
Date: _____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: _____
John D. Greene, General Partner
Date: _____

_____
MARSHALL C. CROUCH III
Date: _____

_____
JANE R. CROUCH
Date: _____

SWEPI LP a Delaware limited partnership

By: _____
Name: _____
Title: _____
Date: _____

_____
EDWARD M. WARNER
Date: _____

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W.N. McMurry, as Managing Member, of McMurry Limited Liability Company, a Wyoming limited liability company, on behalf of the company this 23rd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Sept. 19, 2005

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

Notary Public
Address 3721 W. 46th St.
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene as Manager of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John D. Greene as General Partner of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership on this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:_____

NERD ROYALTIES, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date:_____

STATE OF Wyoming)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R.K. O'Connell this 24th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: August 27, 2006

GAYLE DAWSON – NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
My Commission Expires August 27, 2006

Notary Public
Address 106 Ramsey
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ on behalf of Jonah, LLC, a Wyoming limited liability company, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Yvonneda M. Martin as Trustee of the Vonnie M. Martin Revocable Trust u/t/a dated December 22, 2000 this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

Yvonneda M. Martin Trustee
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date: 8/15/03

NERD ROYALTIES, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by R.K. O'Connell this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
_____ as _____ on behalf of Jonah, LLC, a Wyoming limited liability company, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by Yvonneda M. Martin as Trustee of the Vonnie M. Martin Revocable Trust u/t/a dated December 22, 2000 this 15th day of August, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 3-14-07

Nelda M. Rickey
Notary Public
Address 10550 E. Hearst Hills Drive
Scottsdale, AZ. 85262

OFFICIAL SEAL
NELDA M. RICKEY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 14, 2007

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:_____

NERD ROYALTIES, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of Nerd Royalties LLC, a Wyoming limited liability company, on behalf of the company, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Fremont)

The foregoing instrument was acknowledged before me by Joseph J. Scott this 22nd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: August 29th, 2006

NOTARY PUBLIC
KENDRA BITTLE
STATE OF WYOMING
COUNTY OF FREMONT
My Commission Expires Aug. 29, 2006

Kendra Bittle
Notary Public
Address 1700 North Federal Blvd
Riverton, WY 82501

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by James W. Curry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date:_____

VICTOR L. McMURRY
Date:_____

SUSAN ANNE SAMUELSON
Date:_____

CAROL J. McMURRY
Date:_____

GAYLE L. KINNISON
Date:_____

GARY R. WENZEL
Date:_____

KELLY SUE MORTIMER
Date:_____

CASEY OSBORN
Date:_____

WRW ENERGY COMPANY, a Colorado General Partnership

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Doris McMurry as Trustee of the Doris McMurry Revocable Trust u/t/a dated August 21, 1995 this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Victor L. McMurry this 12 day of August, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: April 2, 2007

BECKY EAKER – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires April 2, 2007

Becky Eaker
Notary Public
Address P.O. Box 1357
Pinedale, Wy 82941

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Susan Anne Samuelson this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: _____

_____
VICTOR L. McMURRY
Date: _____

_____
SUSAN ANNE SAMUELSON
Date: _____

_____
CAROL J. McMURRY
Date: _____

_____
GAYLE L. KINNISON
Date: _____

Gary R Wenzel
GARY R. WENZEL
Date: 8/4/03

_____
KELLY SUE MORTIMER
Date: _____

_____
CASEY OSBORN
Date: _____

WRW ENERGY COMPANY, a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Carol J. McMurry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Gayle L. Kinnison this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Converse)

The foregoing instrument was acknowledged before me by Gary R. Wenzel this 4th day of August, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: October 12, 2006

JUDITH L. JOHNSTON
Notary Public, State of Wyoming
County of Converse
Commission Expires October 12, 2006

Judith L. Johnston
Notary Public
Address Drawer 29
Douglas, Wy 82633

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: _____

_____
VICTOR L. McMURRY
Date: _____

_____
SUSAN ANNE SAMUELSON
Date: _____

_____
CAROL J. McMURRY
Date: _____

Gayle Kinnison
GAYLE L. KINNISON
Date: 7-30-03

_____
GARY R. WENZEL
Date: _____

_____
KELLY SUE MORTIMER
Date: _____

_____
CASEY OSBORN
Date: _____

WRW ENERGY COMPANY, a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Carol J. McMurry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Gayle L. Kinnison this 30th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: My Commission Expires Oct. 6, 2004

Karen Ann's
Notary Public
Address 7 Monte Vista Rd
Cora Wy 82925

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Gary R. Wenzel this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: _____

_____
VICTOR L. McMURRY
Date: _____

_____
SUSAN ANNE SAMUELSON
Date: _____

_____
CAROL J. McMURRY
Date: _____

_____
GAYLE L. KINNISON
Date: _____

_____
GARY R. WENZEL
Date: _____

Kelly Sue Mortimer
KELLY SUE MORTIMER
Date: Kelly S 7-31-03

_____
CASEY OSBORN
Date: _____

WRW ENERGY COMPANY, a Colorado General Partnership

By: _____
WILLIAM R. WEEKS, General Partner
Date: _____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Kelly Sue Mortimer this 31st day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Sept. 19, 2005

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

Dorothy Reimann
Notary Public
Address 3721 W. 46th St
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Casey Osborn this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by William R. Weeks, as General Partner, of WRW Energy Co., a Colorado general partnership, on behalf of the general partnership, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By:_____
John D. Greene, General Partner
Date:_____

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

SWEPI LP a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date: 7/22/03

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner this 22nd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

Alejandra L. Encinias
Notary Public
Address _____

Alejandra L. Encinias
Notary Public, State of Colorado
1125 17th Street, Denver, CO 80202
My commission expires November 23, 2005

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust u/t/a dated May 19, 1993 on this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date:_____

VICTOR L. McMURRY
Date:_____

SUSAN ANNE SAMUELSON
Date:_____

CAROL J. McMURRY
Date: 8/7/03

GAYLE L. KINNISON
Date:_____

GARY R. WENZEL
Date:_____

KELLY SUE MORTIMER
Date:_____

CASEY OSBORN
Date:_____

WRW ENERGY COMPANY, a Colorado General Partnership

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me by Carol J. McMurry this 7th day of August, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 12/20/2003

Virginia K Klein
Notary Public
Address 228 W 7th Street
Loveland CO 80537

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Gayle L. Kinnison this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Gary R. Wenzel this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

_____
Notary Public
Address _____
_____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date: 7-23-03

VICTOR L. McMURRY
Date:

SUSAN ANNE SAMUELSON
Date:

CAROL J. McMURRY
Date:

GAYLE L. KINNISON
Date:

GARY R. WENZEL
Date:

KELLY SUE MORTIMER
Date:

CASEY OSBORN
Date:

WRW ENERGY COMPANY, a Colorado General Partnership

By:
WILLIAM R. WEEKS, General Partner
Date:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Doris McMurry as Trustee of the Doris McMurry Revocable Trust u/t/a dated August 21, 1995 this 23rd day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Sept. 19, 2005

NOTARY PUBLIC
DOROTHY REIMANN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Sept. 19, 2005

Notary Public
Address 3721 W. 46th St.
Casper, WY 82604

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Victor L. McMurry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

Notary Public
Address _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Susan Anne Samuelson this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

Notary Public
Address _____

DORIS McMURRY, Trustee of the Doris McMurry Revocable Trust under Trust Agreement dated August 21, 1995
Date:_____

VICTOR L. McMURRY
Date:_____

SUSAN ANNE SAMUELSON
Date: 7-28-03

CAROL J. McMURRY
Date:_____

GAYLE L. KINNISON
Date:_____

GARY R. WENZEL
Date:_____

KELLY SUE MORTIMER
Date:_____

CASEY OSBORN
Date:_____

WRW ENERGY COMPANY, a Colorado General Partnership

By:_____
WILLIAM R. WEEKS, General Partner
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Doris McMurry as Trustee of the Doris McMurry Revocable Trust u/t/a dated August 21, 1995 this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Victor L. McMurry this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Susan Anne Samuelson this 28th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Feb. 15, 2005

R. GARAVENTA NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 15, 2005

R. Garaventa
Notary Public
Address 1314 S. Greeley
Cheyenne, WY 82007

SHELL ROCKY MOUNTAIN PRODUCTION, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

OVERRIDING ROYALTY INTEREST OWNERS

_____
R.K. O'CONNELL
Date:_____

JONAH, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust u/t/a dated December 22, 2000

Date:_____

NERD ROYALTIES, LLC a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

_____
JOSEPH J. SCOTT
Date:_____

_____
JAMES W. CURRY
Date: 07/25/2003

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of Nerd Royalties LLC, a Wyoming limited liability company, on behalf of the company, this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Joseph J. Scott this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by James W. Curry this 25th day of July, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 15, 2005

NOTARY PUBLIC
Kevyn Salvato
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires July 15, 2005

Kevyn Salvato
Notary Public
Address 104 S. Wolcott
Casper, WY 82601

McMURRY LIMITED LIABILITY COMPANY, a Wyoming limited liability company

By:_____
Name:_____
Title:_____
Date:_____

DIANNE'S OIL & GAS LLC a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By:_____
John D. Greene, General Partner
Date: 8-21-03

_____
MARSHALL C. CROUCH III
Date:_____

_____
JANE R. CROUCH
Date:_____

SWEPI LP a Delaware limited partnership

By:_____
Name:_____
Title:_____
Date:_____

_____
EDWARD M. WARNER
Date:_____

_____
W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust under trust agreement dated May 19, 1993
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____, of McMurry Limited Liability Company, a Wyoming limited liability company, on behalf of the company this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene as Manager of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company this _____ day of _____, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:_____

_____
Notary Public
Address_____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by John D. Greene as General Partner of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership on this 21st day of August, 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: Nov 1, 2005

DEBRAH K. BOTT - NOTARY PUBLIC
COUNTY OF LARAMIE - STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 1, 2005

Deborah K. Bott
Notary Public
Address 1715 Stillwater
Cheyenne, WY 82009

[redacted] [redacted] [redacted]

EXHIBIT A
to
STIPULATION OF INTEREST COVERING A PORTION OF USA LEASE WYW-150655

Description of Subject Lease and Lands

Lease Serial Number: WYW-150655 (segregated out of USA Lease WYW-133051)

Lessor: United States of America

Original Lessee: McMurry Oil Company

Description:

Township 29 North, Range 107 West, 6th P.M.
Section 4: Lots 1, 2, S/2NE/4, SW/4
Section 5: Lots 1, 2, S/2NE/4, SW/4
Section 6: Lots 1, 2, 6, S/2NE/4, E/2SW/4
Section 10: SW/4NW/4

Township 30 North, Range 107 West, 6th P.M.
Section 33: NE/4, SW/4

containing 1,280.13 acres, more or less

Recording Data: Original lease recorded in the records of Sublette County on July 20, 1994 in Book 97 of Oil & Gas at Page 457

Assignment and Bill of Sale

This Assignment and Bill of Sale ("Assignment") dated effective December 1, 2003, is from LEONARD HAY LIVING TRUST dated September 27, 1996 ("Trust") and LEWIS AND CLARK EXPLORATION COMPANY, a Colorado corporation ("Lewis"), hereinafter Trust and Lewis are collectively referred to as ("Assignors") to SHELL ROCKY MOUNTAIN PRODUCTION LLC, a Delaware limited liability company ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby transfer, grant, bargain, sell, convey and assign to Assignee all of its working interest in those lands and leases as described in Exhibit A-1 (Lands) including but not limited to those wells as described in Exhibit A-2 (Wells) attached hereto, together with all the property and rights appurtenant or incident thereto, including without limitation the rights applicable to the leasehold interest in the oil, gas and associated substances and other minerals produced or producible from the Lands and Wells from and after the effective date, and the rights and obligations in, to and under all agreements insofar as they affect the Lands and Wells, including but not limited to all operating agreements, gas sale contracts, gas processing contracts, and all other agreements, surface leases, permits, rights-of-way, easements licenses, and authorizations in any way relating to said Lands and Wells interest reserved hereunder.

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

A. This Assignment is made subject to the terms and provisions of the Lease on said Lands and the agreements affecting the Lands and Wells.

B. The interests assigned hereunder shall be subject to its proportionate share of all royalties, overriding royalties and other leasehold burdens or record.

C. 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.

D. The interests assigned hereunder are subject to the terms and provisions of that certain Transfer of Interests Agreement dated March 1, 2004 among Assignors and Assignee.

E. This Assignment shall be binding upon and inure toward the benefit of Assignors and Assignee, their respective successors, personal representatives, heirs, devisees, and assigns, forever.

EXECUTED the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of December 1, 2003.

303848

RECORDED May 7 2004 10:55 AM
IN BOOK 127046 PAGE 295
FEES $ 23.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

ASSIGNORS

LEONARD HAY LIVING TRUST
CO-TRUSTEES

By: Susan Hay Bell
Susan Hay Bell

By: Mary Hay
Mary Hay

LEWIS AND CLARK EXPLORATION COMPANY

By: Donald R. Hembre
Donald R. Hembre
Title: President

ASSIGNEE:

SHELL ROCKY MOUNTAIN PRODUCTION LLC

By: B. O. Eubanks
B. O. Eubanks
Attorney-in-Fact

STATE OF ~~WYOMING~~ Colorado }
} ss,
COUNTY OF ~~SWEETWATER~~ Fremont }

The foregoing instrument was acknowledged before me this 13th day of April, 2004, by Susan Hay Bell, as co-trustee of the Leonard Hay Living Trust dated September 27, 1996.

Witness my hand and official seal.

Stacie Offerson
Notary Public
532 Main Street
Cañon City, CO 81212

My commission expires:

9-18-04

Stacie Offerson
Notary Public

STACIE OFFERSON NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING }
} ss,
COUNTY OF SWEETWATER }

The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Mary Hay, as co-trustee of the Leonard Hay Living Trust dated September 27, 1996.

Witness my hand and official seal.

County of Sweetwater State of Wyoming

Ilona A Halter
Notary Public

My commission expires:

Mar 5, 2007

STATE OF COLORADO }
} ss,
COUNTY OF ~~DENVER~~ ARAPAHOE }

The foregoing instrument was acknowledged before me this 2 day of April, 2004, by Donald R. Hembre, as President of Lewis and Clark Exploration Company.

Witness my hand and official seal.

Notary Public

LAURA A. SCHICK NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES: August 17, 2004

My commission expires:

8/17/04

STATE OF TEXAS }
} ss,
COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me this 30th day of March, 2004, by B. O. Eubanks as Attorney-in-Fact of Shell Rocky Mountain Production LLC.

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

My commission expires:

6-14-07

Exhibit "A-1"

To Assignment and Bill of Sale by and Between Leonard Hay Living Trust, and Lewis and Clark Exploration Company, Assignors and Shell Rocky Mountain Production LLC, Assignee

Dated December 1, 2003

Oil and Gas Lease

That certain Oil, Gas and Mineral Lease, dated July 1, 1975, between Brandt M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessors, and Leonard Hay, as Lessee, recorded in February 20, 1980 in Book 58 of Oil and Gas, Page 626; and an Extension thereof dated February 20, 1980, granted by Lessors and recorded in Book 58 of Oil and Gas, page 634, and a Ratification thereof dated February 20, 1980, recorded in Book 59 of Oil and Gas, Page 687, all in Sublette County, Wyoming, covering the following described lands:

Township 31 North, Range 109 West, 6th P.M.

Section 10: NE/4, SE/4, S/2SE/4
Section 11: Lots 2, 3, 4, 5, 6 and 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14: Lots 1 and 2 (NW/4NW/4), NE/4NW/4

Also, all of the bed of the new Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2, Sec. 14-T31N-R109W, 6th P.M., Sublette Co., Wyoming.

Section 15: Lots 1 and 2 (N/2NE/4)

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, T31N, R109W, 6th P.M.

[redacted] [redacted] [redacted]

Exhibit "A-2"

To Assignment and Bill of Sale by and Between Leonard Hay Living Trust, and Lewis and Clark Exploration Company, Assignors and Shell Rocky Mountain Production LLC, Assignee

Dated December 1, 2003

Jensen #1-A –

Surface location being 1151'FWL and 1577' FNL, bottom hole location being 660'FWL and 1980' FNL of Section 11, Township 31 North, Range 109 West, 6th P.M.

Leonard Hay Living Trust **10.0% Working Interest**
Lewis and Clark Exploration Company **2.5% Working Interest**

Jensen #1 -

Surface location being 652' FWL and 1965' FNL of Section 11, Township 31 North, Range 109 West, 6th P.M.

Leonard Hay Living Trust **10.0% Working Interest**

Jensen #2–

Surface location being 300' FSL and 460' FEL of Section 11, Township 31 North, Range 109 West, 6th P.M.

Leonard Hay Living Trust **10.0% Working Interest**

Jensen #3 –

Located 1995' FNL and 737' FNL of Section 11, Township 31 North, Range 109West, 6th P.M.

Leonard Hay Living Trust **10.0% Working Interest**
Lewis and Clark Exploration Company **2.5% Working Interest**

Jensen #4 –

Surface location being 803' FNL and 1812' FWL bottom hole location being 659' FNL and 662' FWL of Section 14, Township 31 North, Range 109 West, 6th P.M.

Leonard Hay Living Trust **10.0% Working Interest**
Lewis and Clark Exploration Company **2.5% Working Interest**

300

301

Assignment of Overriding Royalty Interest

This Assignment of Overriding Royalty Interest ("Assignment") dated effective December 1, 2003 is from Shell Rocky Mountain Production LLC, a Delaware limited liability company ("Assignor") to Lewis and Clark Exploration Company ("Lewis"), a Colorado corporation and Leonard Hay Living Trust dated September 27, 1996 ("Trust"). Lewis and Trust are collectively referred to as ("Assignees").

Assignment of Override in Jensen # 1 A Well

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignees an overriding royalty interest of all oil, gas and other hydrocarbons produced, saved and marketed from the wellbore of the Jensen #1 A well surface location being 1151'FWL and 1577' FNL, bottom hole location being 660'FWL and 1980' FNL of Section 11, Township 31 North, Range 109 West, 6th P.M. in Sublette Co., Wyoming ("Jensen #1 A Well") in the following proportions:

Lewis	One point One Six Seven percent (1.167%) of 8/8ths
Trust	Seven percent (7%) of 8/8ths

All oil, gas and other hydrocarbons attributable to the aforementioned overriding royalty interests shall be delivered free of cost to Assignees in the pipelines serving the Jensen #1 A Well or the tanks erected thereupon for the purpose of storing such products.

Assignment of Override in Jensen #10-11 D Well

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer grant, bargain, sell, convey and assign to Assignees an overriding royalty interest of all oil, gas and other hydrocarbons produced, saved and marketed from the well bore of the Jensen #10-11 D Well surface location being 1971' FSL and 1983' FWL in the NESW of Section 11, T31N-R109W, bottom hole location is 1980' FSL and 1980' FEL in the NWSE of Section 11-T31N-R109W in Sublette Co., Wyoming ("Jensen #10-11 D Well") in the following proportions:

Lewis	Zero point Seven Five percent (0.75%) of 8/8ths
Trust	Four point Nine Seven percent (4.97%) of 8/8ths

303849

RECORDED May 7 2004 10:55 AM
IN BOOK 127 OR PAGE 301
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

All oil, gas and other hydrocarbons attributable to the aforementioned overriding royalty interests shall be delivered free of costs to Assignees in the pipelines serving the Jensen #10-11 D Well or the tanks erected thereupon for the purpose of storing such products.

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

A. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

B. The interests assigned hereunder are subject to the terms and provisions of that certain Transfer of Interests Agreement dated March 1, 2004 among Assignor and Assignees.

C. This Assignment shall be binding upon and inure toward the benefit of Assignor and Assignees, their respective successors, personal representatives, heirs, devisees, and assigns, forever.

EXECUTED the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of December 1, 2003.

ASSIGNOR

SHELL ROCKY MOUNTAIN PRODUCTION LLC

By: B. O. Eubanks

B. O. Eubanks
Attorney-in-Fact

ASSIGNEES:

LEONARD HAY LIVING TRUST
CO-TRUSTEES

By: Susan Hay Bell

Susan Hay Bell

By: Mary Hay

Mary Hay

LEWIS AND CLARK EXPLORATION COMPANY

By: Donald R. Hembre
Donald R. Hembre

Title: President

STATE OF TEXAS }
} ss,
COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me this 30th day of March, 2004, by B. O. Eubanks as Attorney-in-Fact of Shell Rocky Mountain Production LLC.

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

My commission expires:

6-14-07

STATE OF WYOMING }
} ss,
COUNTY OF SWEETWATER }

The foregoing instrument was acknowledged before me this 13th day of April, 2004, by Susan Hay Bell, as co-trustee of the Leonard Hay Living Trust dated September 27, 1996.

Witness my hand and official seal.

Stacie Offerson
Notary Public
532 Main Street
Cañon City, CO 81212

Stacie Offerson
Notary Public

My commission expires:

9-18-04

STACIE OFFERSON NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING }
} ss,
COUNTY OF SWEETWATER }

The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Mary Hay, as co-trustee of the Leonard Hay Living Trust dated September 27, 1996.

Witness my hand and official seal.

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires March 5, 2007

Flora A Halter
Notary Public

My commission expires:

Mar. 5, 2007

STATE OF COLORADO }
} ss,
COUNTY OF ~~DENVER~~ ARAPAHOE }

The foregoing instrument was acknowledged before me this 2 day of APRIL, 2004, by Donald R. Hembre, as PRESIDENT of Lewis and Clark Exploration Company.

Witness my hand and official seal.

Notary Public

JESSICA R. SCHICK NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES: 2004

My commission expires:

8/17/04

C:\Documents and Settings\brad.eubanks\Local Settings\Temporary Internet Files\OLK2\Assignment of Overriding Royalty Interest.doc

305

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.**, whose address is P. O. Box 4362, Houston, TX 77210-4362 and **ENCANA OIL & GAS (USA) INC.**, whose address is 950 17th Street, Suite 2600, Denver, CO 80202 the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey an undivided forty percent (40%) interest unto the said **EOG RESOURCES, INC.**, and an undivided sixty percent (60%) interest unto the said **ENCANA OIL & GAS (USA) INC.**, hereinafter called "Assignees", their successors and assigns, the Oil and Gas Lease, described on EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said lease cover the lands identified and described therein situated in Sublette County, Wyoming.

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 Assignees herein, their successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said lease, and Assignees by acceptance hereof, agree to comply with and hereby assume 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 Assignees, their successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 1ST day of July, 2003.

CONTEX ENERGY COMPANY

303854
RECORDED May 7 2004 11:45AM
IN BOOK 127 OR 6 PAGE 305
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 July, 2003.

My Commission Expires: 1/24/05

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

_____
Notary Public: Elly Barmes
Address: Littleton, Colorado 80127

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated July 1, 2003, by and between Contex Energy Company, Assignor and EOG Resources, Inc. and ENCANA Oil & Gas (USA) Inc., Assignees, to wit:

Assignor hereby assigns all of its right, title and interest in said Oil and Gas Lease to Assignees in the percentages heretofore set out insofar as said Oil and Gas Lease covers the following described lands, to wit:

Lessor:	Conservatorship of Travis William McInnis, also known as Travis W. McInnis
Lessee:	Contex Energy Company
Dated:	May 6, 2003
Recorded:	Book 126, Page 190 In the records of Sublette County, Wyoming
Covering:	TOWNSHIP 32 NORTH, RANGE 114 WEST Section 11: Lot 2 (15.61), Lot 3 (15.13), SENW TOWNSHIP 33 NORTH, RANGE 113 WEST Section 30: S/2SE Section 31: Lot 2 (39.75), Lot 3 (39.85), Lot 4 (39.95) N/2NE, SENW, E/2SW Containing 470.29 acres, more or less Sublette County, Wyoming

307

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, **EnCana Oil & Gas (USA) Inc.,** 950 17th Street, Suite 2600, Denver, Colorado 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 sell, assign, transfer and set over unto **EOG Resources, Inc.,** P.O. Box 4362, Houston, Texas 77210-4352, hereinafter called Assignee, 100% of Assignor's right, title and interest in and to the Oil and Gas Leases described as follows:

Lessor:	Boroff Land and Livestock, Inc., a Wyoming Corporation
Lessee:	Energy West Services, LLC
Date:	July 24, 2002
Recorded:	123 O&G, Page 83
Description:	**INSOFAR AND ONLY INSOFAR** as said lease covers: 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 12: NW/4, SWNE, W/2SE, SESE Section 13: NE/4, E/2SE Containing 711.20 acres, more or less Sublette County, Wyoming

EOG LEASE:
77497-001
MERNA PROSPECT

Lessor:	Lawrence W. Shaul and Vivian Shaul, husband and wife
Lessee:	Energy West Services, LLC
Date:	July 24, 2002
Recorded:	123 O&G, Page 81
Description:	**INSOFAR AND ONLY INSOFAR** as said lease covers: 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 12: NW/4, SWNE, W/2SE, SESE Section 13: NE/4, E/2SE Containing 711.20 acres, more or less Sublette County, Wyoming

EOG LEASE
77497-002
MERNA PROSPECT

TO HAVE AND TO HOLD said interest unto Assignee, its successors and assigns, in accordance with the terms and conditions contained in said Oil and Gas Leases, subject to the following conditions, covenants, reservations and exceptions.

303867

RECORDED May 7 2004 3:05 PM
IN BOOK 127 O+G PAGE 307
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lethia Scott

Assignor herein expressly excepts, reserves and retains unto itself, its successors and assigns, an overriding royalty interest equal to the difference between Eighteen Percent (18.0%) of all presently existing and outstanding lease burdens which shall include lessor's royalty and all overriding royalties or similar interests burdening said Oil and Gas Leases. If Assignor's interest in the Oil and Gas Leases is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the above overriding royalty interest shall be proportionately reduced.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY EXCEPT THAT ASSIGNOR WARRANTS THAT TITLE TO THE ASSIGNED INTERESTS IS FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES CREATED BY THROUGH OR UNDER THE ASSIGNOR WITH THE EXCEPTION OF ROYALTY AND OVERRIDING ROYALTY AND OTHER BURDENS ON PRODUCTION OF RECORD ON NOVEMBER 1, 2003.

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

IN WITNESS WHEREOF, this instrument is executed this 15th day of April, 2004, but is EFFECTIVE the 1st day of November, 2003.

ASSIGNOR:

EnCana Oil & Gas (USA) Inc.

pab

By: _____
Name: Jonathan L. Grannis
Title: Attorney-in-Fact

ASSIGNEE:

EOG Resources, Inc.

By: _____
Name: J. Michael Schween
Title: Agent and Attorney-in-Fact

308

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of April 2004, by J. Michael Schween, the Agent and Attorney-in-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of the corporation.

JANICE J. PODOLL NOTARY PUBLIC STATE OF COLORADO

Janice J. Podoll
Notary Public in and for
The County of Denver, State of Colorado

My Commission expires: 9/28/05.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of April, 2004, by Jonathan L. Grannis, the Attorney-in-fact of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation.

MARILYN R. TUCKER NOTARY PUBLIC STATE OF COLORADO

Marilyn R. Tucker
Notary Public in and for
The County of Denver, State of Colorado

My Commission expires: _____.

My Commission Expires 04/19/2005

Marilyn R. Tucker
950 17th St., Suite 2600
Denver, CO 80202

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Carol McMurry, also known as Carol J. McMurry, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is 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 from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto CJM Royalties LLC, a Wyoming flexible limited liability company, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interests and subject to the terms and conditions of the oil and gas leases described in Exhibit "A", the Unit Agreements and Stipulations described on Exhibit "A" and all matters of record, including without limitation, that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000, and recorded August 16, 2000 in Book 115 of Oil & Gas at Page 694 of the records of Sublette County, Wyoming, and Amendment of Assignments of Overriding Royalty Interest recorded August 16, 2000 in Book 115 Oil & Gas at page 682 of the records of 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 WITNESS WHEREOF, this assignment is executed this 28th day of April 2004, to be effective as between the parties as of January 1, 2004.

Carol McMurry, also known as Carol J. McMurry

303925

RECORDED May 10 2004 4:05 PM
IN BOOK 127026 PAGE 310
FEES $ 19.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF Colorado)
) SS.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 28th day of April 2004, by Carol McMurry, also known as Carol J. M. McMurry.

My commission expires: My Commission Expires 09/23/2007

Witness my hand and official seal.

Notary Public

J:\Thompson\CJM Royalties LLC\Corporate\Carol Assignment of Overriding Royalty Interest.wpd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Carol McMurry, also known as Carol J. McMurry, as Assignor and CJM Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
88-361	USA WYW-125943[E]	12/18/91	HBP	T28N R108W Sec 5: Lots 1-4, S/2S/2 Sec 6: Lots 1-5, SE/4SW/4, S/2SE/4 Sec 7: Lots 1-4, E/2, E/2W/2 Sec 18: Lots 1-4, E/2, E/2W/2
88-363	USA WYW-125944[F]	12/18/91	HBP	T28N R108W Sec 8: All T29N R108W Sec 32: All Sec 33: All
88-365	USA WYW-125945[A]	12/18/91	HBP	T28N R108W Sec 15: All Sec 20: All Sec 21: All Sec 22: S/2
88-367	USA WYW-125946[A]	12/18/91	HBU Hacienda Unit	T28N R108W Sec 23: All
88-369	USA WYW-125947[A]	12/18/91	HBU Hacienda Unit	T28N R108W Sec 26: All Sec 27: All Sec 28: All
88-371	USA WYW-125948[A]	12/18/91	HBP	T29N R108W Sec 20: All
88-373	USA WYW-125949[A]	12/18/91	HBP Corona Unit	T29N R108W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 30: Lots 1-4, E/2, E/2W/2 Sec 31: Lots 1-4, E/2, E/2W/2
105-574	USA WYW-125950[G]	12/13/91	HBP	T29N R108W Sec 28: All
88-379	USA WYW-125952[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 13: All Sec 14: All Sec 23: All Sec 24: All
88-381	USA WYW-125953[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 15: W/2 Sec 22: All
88-383	USA WYW-125954[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 25: All

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
88-452	USA WYW-126100^	12/31/91	Corona Unit HBP	T29N R108W Sec 7: Lots 1-4, E/2W/2, E/2 T29N R109W Sec 1: Lots 1-4, S/2N/2, S/2 Sec 9: All Sec 10: All Sec 12: W/2
88-456	USA WYW-126474^	2/26/92	Scarlet Unit HBP	T27N R108W Sec 17: SW/4 Sec 18: Lots 1-4, E/2W/2 Sec 19: Lots 1-4, NE/4, E/2W/2 Sec 20: NE/4, S/2
88-455	USA WYW-126473	2/26/92	Scarlet Unit HBP	T27N R108W Sec 4: Lots 1-4, S/2N/2, S/2
79-337	USA WYW-102899[D] (segregated out of WYW-100902)	7/21/86	HBP	T29N R108W Sec 27: All
88-403	USA WYW-107206 (segregated out of WYW-100901)	10/1/87	HBU Hacienda Unit	T28N R108W Sec 13: All Sec 24: All
115-88	USA W-100901	9/29/87	HBU Hacienda Unit	T28N R108W Sec 14: N/2, N/2SW/4, SE/4SW/4, SE/4
88-407	USA WYW-118151^	11/3/89	HBU Hacienda Unit	T28N R108W Sec 1: Lots 1-4, S/2S/2
88-409	USA WYW-118152^	11/3/89	Scarlet Unit HBP	T28N R108W Sec 31: Lots 1-4, E/2, E/2W/2
88-411	USA WYW-118153^	11/3/89	HBU Hacienda Unit	T28N R108W Sec 25: All Sec 34: All Sec 35: All
88-413	USA WYW-118154^	11/3/89	HBP	T29N R108W Sec 9: All Sec 17: All

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88-415	USA WYW-118163^	11/6/89	HBP Corona Unit	T29N R109W Sec 20: All Sec 21: All Sec 28: All
88-417	USA WYW-118164^	11/6/89	HBP Corona Unit	T29N R109W Sec 26: All Sec 27: All
88-471	USA WYW-126676^	4/20/92	HBU Cabrito Unit	T29N R107W Sec 33: N/2NE/4, W/2, SE/4
88-470	USA WYW-126677^	4/20/92	HBU Cabrito Unit	T29N R108W Sec 13: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4
84-580	USA WYW-141999^ (segregated out of WYW-118153)	11/3/89	HBU Hacienda Unit	T28N R108W Sec 33: All
88-738	USA WYW-127191^	7/1/92	HBU Hacienda Unit	T28N R107W Sec 18: Lots 1-4, E/2, E/2W/2
88-741	USA WYW-127192^	6/30/92	HBP Cabrito Unit	T29N R107W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 20: NW/4, N/2SW/4, SE/4SW/4 Sec 28: S/2 Sec 29: All
88-744	USA WYW-127193^	6/30/92	HBU Sag (Shallow) Unit	T29N R107W Sec 33: S/2NE/4
88-717	USA WYW-120908^	8/1/90	HBP Cabrito Unit	T29N R107W Sec 17: All Sec 20: E/2 Sec 28: N/2
92-198	USA WYW-127749^	10/16/92	HBP	T29N R108W Sec 15: All Sec 22: All Sec 26: All
92-202	USA WYW-127854^	11/4/92	HBP	T27N R107W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 20: All Sec 21: All

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92-12	USA WYW-128703[A]	2/26/93	HBP	T29N R108W Sec 10: All Sec 14: N/2, N/2SW/4, SE/4
93-321	USA WYW-130232[A]	8/27/93	HBP Corona Unit	T28N R109W Sec 11: All
94-461	USA WYW-130730[I]	11/1/93	HBP Corona Unit	T28N R109W Sec 2: Lots 1-4, S/2S/2 Sec 3: Lots 1-4, S/2S/2 T29N R109W Sec 34: N/2NW/4, S/2
96-554	USA WYW-114848	2/01/89	HBU Scarlet Unit	T27N R109W Sec 11: NW/4NE/4, W/2 Sec 23: W/2W/2
115-84	USA WYW-115608	4/01/89	HBU Scarlet Unit	T27N R108W Sec 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
105-549	USA WYW-102717[L]	11/18/86	HBP Cabrito Unit	T29N R107W Sec 30: Lots 3, 4, E/2SW/4, NE/4 Sec 31: Lots 3,4, E/2SW/4, NE/4
94-461	USA WYW-141883[J] (Segregated from WYW-130730)	11/1/93	HBP	T28N R109W Sec 12: All Sec 13: All
88-371	USA WYW-141878[A] (Segregated from WYW-125948)	12/18/91	HBP Corona Unit	T29N R108W Sec 18: Lots 1-4, E/2W/2, E/2
WY 105-566	USA WYW-141879[K] (Segregated from WYW-125949)	12/18/91	HBP	T29N R108W Sec 29: All
93-321	USA WYW-141882[A] (Segregated out of WYW-130232)	8/27/93	HBP	T28N R109W Sec 1: Lots 1,2, S/2SE/4
115-88	USA WYW-141998 (Segregated out of WYW-107206)	10/1/87	HBU Hacienda Unit	T28N R108W Sec 12: All

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88-369	USA WYW-142000^ (Segregated out of WYW-125947)	12/18/91	HBU Hacienda Unit	T28N R108W Sec 29: All
92-198	USA WYW-141756^ (Segregated out of WYW-127749)	11/1/92	HBP Cabrito Unit	T29N R108W Sec 25: All
88-470	USA WYW-144998 (Segregated out of WYW-126677)	4/20/92	HBP	T29N R108W Sec 3: SW/4NW/4, SW/4, SW/4SE/4 Sec 11: SW/4NW/4, SW/4, SW/4SE/4
88-455	USA WYW-147795^ (Segregated from WYW-126473)	2/26/92	HBP Scarlet Unit	T27N R108W Sec 5: Lots 1-4, S/2N/2, S/2 Sec 8: All
88-738	USA WYW-147797^ (Segregated from WYW-127191)	7/1/92	HBU Hacienda Unit	T28N R107W Sec 5: S/2 Sec 17: All
97-519	USA WYW-131987	3/2/94	3/31/04	T30N R107W Sec 15: NE/4, SW/4 Sec 22: NE/4, SW/4 Sec 27: NE/4, SW/4
88-717	USA WYW-141753 (Segregated out of lease WYW-120908)	7/13/90	HBP	T29N R107W Sec 10: S/2 Sec 15: All Sec 21: All Sec 22: All Sec 23: All Sec 27: All
97-521	USA WYW-118148	11/8/89	HBP	T30N R107W Sec 20: E/2NE/4 Sec 29: NE/4, SW/4 Sec 30: E/2NE/4 Sec 31: Lots 3,4,E/2SW/4, NE/4 Sec 32: NE/4, SW/4 Sec 33: W/2NW/4
88-470	USA WYW-141754 (Segregated out of WYW-126677)	4/20/92	HBU Warbonnet Unit	T30N R108W Sec 33: SW/4NW/4, SW/4, SW/4SE/4
88-471	USA WYW-134684^ (Segregated out of WYW-126676)	5/01/92	HBU Sag (Shallow) Unit	T29N R107 Sec 32: All

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12-43	USA W 016161	7/1/52	HBP	T30N R108W Sec 14: NE/4NW/4, S/2NW/4
12-113	USA W 06269	6/1/51	HBP	T31N R109W Sec 13: All Sec 14: E/2, except Pinedale Federal 1-14 wellbore in NE/4NE/4 Sec 24: N/2, SE/4, E/2SW/4 Sec 25: All
12-106	USA W 06270	6/1/51	HBP	T31N R109W Sec 2: SW/4 less and except Pinedale 13-2A wellbore in SW/4SW/4, Lots 3, 4, S/2NW/4, SE/4 Sec 3: Lots 1-4, S/2N/2, S/2 Sec 10: NE/4, NW/4SE/4 Sec 11: N/2NW/4 Sec 12: Lots 8, 10, SE/4SW/4
12-127	USA W 06286	6/1/51	HBP	T32N R109W Sec 27: S/2 Sec 28: SE/4 Sec 33: E/2 Sec 34: All Sec 35: SW/4
12-246	USA W 026026	4/1/50	HBP	T31N R109W Sec 12: Lot 5, All of the bed of the New Fork River between mean high water and medial lines thereto in front of and appurtenant to Lots 5, 6, 7 of Section 12 and Lots 7 and 8 of Section 15
12-251	USA W 026025	4/1/50	HBP	T31N R109W Sec 23: E/2 Sec 24: W/2SW/4 Sec 14: SW/4, S/2NW/4
12-144	USA W 015314	6/1/52	HBP	T30N R108W Sec 9: S/2 Sec 10: S/2 Sec 14: SW/4 Sec 15: All

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12-179	USA W 015316	5/6/52	HBP	T30N R108W Sec 4: Lots 3, 4, S/2NW/4, S/2 Sec 9: N/2 Sec 10: NW/4 T31N R108W Sec 29: SE/4 Sec 32: E/2E/2 Sec 33: SW/4
12-36	USA W 016162	7/1/52	HBP	T30N R108W Sec 11: SW/4
12-226	USA W 018039	10/1/52	HBP	T30N R108W Sec 14: NW/4NW/4
	USA WYW-138524	3/4/96	HBP Corona Unit	T29N R109W Sec 6: Lots 3,4,5, SE/4, SE/4NW/4 Sec 8: NW/4, SE/4
111-73	USA WYW-122309[M]	11/1/90	HBU Hacienda Unit	T28N R108W Sec 32: All
92-407	USA WYW-128039[N]	12/22/92	HBP	T28N R109W Sec 10: All Sec 14: All
97-459	USA WYW-133071	8/1/94	HBP Corona Unit	T28N R109W Sec 4: Lot 1, SW/4SE/4 Sec 9: NW/4, SE/4
97-460	USA WYW-133072	8/1/94	HBP Corona Unit	T29N R109W Sec 2: SE/4
97-461	USA WYW-133073	8/1/94	HBP Corona Unit	T29N R109W Sec 34: S/2NW/4
115-161	USA WYW-118162	11/6/89	HBP Corona Unit	T29N R109W Sec 3: SE/4 Sec 7: Lots 1,2, SE/4, E/2NW/4 Sec 11: NW/4, SE/4 Sec 17: NW/4, SE/4

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111-78	USA WYW-124622	7/1/91	HBU Corona Unit	T29N R109W Sec 3: Lots 3,4, S/2NW/4 Sec 4: Lots 3,4, S/2NW/4, SE/4 Sec 5: Lots 3,4, S/2NW/4, SE/4 T30N R109W Sec 33: S/2SE/4
111-83	USA WYW-127204	7/9/92	HBU Corona Unit	T28N R109W Sec 4: Lot 2, SE/4SE/4
81-454	USA WYW-111556	6/1/88	HBP Cabrito Unit	T29N R107W Sec 20: SW/4SW/4
92-407	USA WYW-141881° (Segregated out of WYW-128039)	1/1/92	HBP	T28N R109W Sec 24: All Sec 25: All
97-461	USA WYW-141884 (Segregated out of WYW-133703)	8/1/94	7/31/04	T29N R109W Sec 19: Lot 2, NE/4NW/4 NE/4SE/4, SW/4SE/4
88-403	USA WYW-141885 (Segregated out of WYW-138524)	4/1/96	4/1/06	T29N R109W Sec 18: Lots 1,2, SE/4, E/2NW/4
84-580	USA WYW-141999^ (Segregated out of WYW-118153)	11/3/89	HBU Hacienda Unit	T28N R108W Sec 33: All
97-458	USA WYW-133052	7/12/94	HBP	T30N R107W Sec 17: SW/4 Sec 28: NE/4, SW/4 Sec 34: SW/4
11-231	USA WYW-144994 (Segregated out of WYW-06933)	7/1/51	HBP	T30N R108W Sec 5: Lots 1,2,3,4, S/2N/2, S/2 Sec 8: N/2 T31N R108W Sec 30: E/2 Sec 32: W/2W/2

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11-238	USA WYW-144996 (Segregated out of WYW-06934)	7/1/51	HBP	T30N R108W Sec 6: Lots 1, 2, S/2NE/4 T31N R108W Sec 29: W/2 Sec 31: E/2E/2
97-457	USA WYW-150655 (Segregated out of WYW-133051)	7/12/94	HBP	T29N R107W Sec 4: Lots 1,2, S/2NE/4, SW/4 Sec 5: Lots 1,2, S/2NE/4, SW/4 Sec 6: Lots 1,2,6, S/2NE/4, E/2SW/4 Sec 10: SW/4NW/4 T30N R107W Sec 33: NE/4, SW/4
	USA WYW-137342	8/21/95	8/31/05	T29N R107W Sec 1: Lots 1,2,3,4, S/2N2, S/2 Sec 2: Lots 1,2,3,4, S/2N/2, S/2 Sec 3: Lots 1,2, S/2NE/4, SE/4 Sec 10: NE/4, SE/4NW/4
	USA WYW-142261	8/1/97	HBP	T29N R107W Sec 7: N/2NE/4 Sec 8: NW/4 Sec 9: N/2N/2 Sec 10: N/2NW/4
12-151	USA WYW-144993 (Segregated out of W-6283)	6/1/51	HBP	T31N R108W Sec 19: Lots 3,4, NW/4, E/2SW/4 Sec 30: Lots 1,2,3,4, E/2W/2 Sec 31: Lots 1,2,3,4, E/2W/2

A Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 289 of the records of Sublette County, Wyoming.

B Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 129 of the records of Sublette County, Wyoming.

C Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 203 of the records of Sublette County, Wyoming.

D Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.

E Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 38 of the records of Sublette County, Wyoming.

F Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 94 of the records of Sublette County, Wyoming.

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G Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 580 of the records of Sublette County, Wyoming.

H Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 673 of the records of Sublette County, Wyoming.

I Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 168 of the records of Sublette County, Wyoming.

J Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 629 of the records of Sublette County, Wyoming.

K Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 245 of the records of Sublette County, Wyoming.

L Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 547 of the records of Sublette County, Wyoming.

M Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 32, Township 28 North, Range 108 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin, et al as Overriding Royalty Interest Owners.

N Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 1 of the records of Sublette County, Wyoming.

O Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 25, Township 28 North, Range 109 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

* The interests conveyed here are subject to the following Federal Units:

Corona Unit dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33: T29N-R108W - All of Section 7, 18, 19, 30, 31;
T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2,3,4, 9, 10, 11,14
Cabrito Unit dated September 25, 1996, Serial No. WYW-138889X, covers T29N-R107W - All of Section 17, 18, 19, 20, 28-30, 31-33; and T29N-R108W - Section 13, 24, 25
Scarlet Unit dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32;
T27N-R109W - All of Section 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.
Warbonnet Unit dated October 6, 1997, Serial No. WYW-142501X, covers: T30N-R108W - S/2 & NW Section 6, S/2 Section 8, S/2 Section 16, All of Sections 7, 17-23, 26-36, W/2NW/4NW/4 & S/2SW/4 Section 25; and T30N-R109W - All of Section 11-14, 23-26, 35-36.
Hacienda Unit approved February 28, 2001, Serial No. WYW-152376X covering T28N-R107W - the S/2, Lots 1 & 2 of Section 5; SE/4 and Lots 1, 5, 6, 7,8, 9 of Section 6, E/2, E/2W/2, Lots 5-8 of Section 7, all of Sections 8, 17, 18, 19 and 30; T27N-R108W - all of Sections 3 and 4; T28N-R108W - Lots 1-4, S/2S/2 of Sections 1 and 2, all of Sections 11-17, all of Sections 19-30, all of Sections 32-35.
Sag (Shallow) Unit approved October 7, 2003, Serial No. WYW-158744X covering T29N-R107W - all of Section 17; E/2SW/4, SE/4 of Section 18; NE/4, E/2NW/4, SE/4 of Section 19; all of Sections20, 28, 32 and 33; N/2, E/2SW/4, SE/4 of Section 29; NE/4NE/4 of Section 30; Lots 3, 4, S/2NE/4, E/2SW/4, SE/4 of Section 31.

** The interests conveyed here are subject to that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000 and recorded August 16, 2000 in Book 115 of Oil & Gas at page 694 of the records of Sublette County, Wyoming and that certain Amendment of Assignments of Overriding Royalty Interest recorded August 16, 2000 in Book 115 of Oil & Gas at page 682 of the records of Sublette County, Wyoming among McMurry Oil Company et al., as "Producers" and Anita Ealum et al., as "Overriding Royalty Owners".

J:\Thompson\CJM Royalties LLC\Corporate\Carol Exhibit A - AORI.wpd

321

Form 3000-3a
(February 2002)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 OCT -6 AM 9:01

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-67808

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Donald G. McNeely
Street 2501 Rosegate
City, State, ZIP Code St. Paul, MN 55113-2717

*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
The following working interest in the BLM oil and gas lease WYW-67808, regarding: Township 27 North, Range 111 West, 6th P.M., Sublette County, WY Section 6: N½NE¼ Section 7: SE¼ Section 18: E½E½ Section 19: E½E½ Well #40-7, Working Interest: .033	100%	100% 303960	0%	---	---

RECORDED May 11 2004 11:05 A.M.
IN BOOK 127846 PAGE 321
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

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 NOV 01 2003

By /S/ CARMEN LOVETT (Authorized Office)

LAND LAW EXAMINER (Title)

NOV 14 2003 (Date)

(Continued on reverse)

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.

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of August 20 03

Name of Transferor as shown on current lease Nora McNeely*
(Please type or print)

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

185 Middle Road
(Transferor's Address)

Montecito (City) CA (State) 93108 (Zip Code)

Executed this 15th day of August 20 03

Transferee Nora McNeely
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.

(Form 3000-3a (1/99) (page 2)

* Trustee of the Marjorie R. McNeely Trust dated August 28, 1995

Form 3000-3a
(February 2002)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 OCT -6 AM 9:0

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW 68117

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Donald G. McNeely
Street 2501 Rosegate
City, State, ZIP Code St. Paul, MN 55113-2717

*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
The following working interest in the BLM oil and gas lease WYW-068117, regarding Township 27 North, Range 111 West, 6th P.M., Sublette County, WY Section 8: S½SW¼ Section 17: W½ Section 20: NW¼, NW¼SW¼, S½SW¼, SE¼ Well #30-17, Working Interest: .04125 Well #10-17, Working Interest: .04125 Well #30-8, Working Interest: .028875	100%	100%	0%	---	---

303961

RECORDED Nov. 11 2004 11:06 A.M.
IN BOOK 127 Misc PAGE 323
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective NOV 01 2003

By /S/ CARMEN LOVETT (Authorized Office)

LAND LAW EXAMINER (Title) NOV 14 2003 (Date)

(Continued on reverse)

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.

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of August 20 03

Name of Transferor as shown on current lease Nora McNeely*
(Please type or print)

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

185 Middle Road
(Transferor's Address)

Montecito (City) CA (State) 93108 (Zip Code)

Executed this 15th day of August 20 03

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.

(Form 3000-3a (1/99) (page 2)

* Trustee of the Marjorie R. McNeely Trust dated August 28, 1995

Form 3000-3a
(February 2002)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 OCT -6 AM 9:08

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

35398

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Donald G. McNeely
Street 2501 Rosegate
City, State, ZIP Code St. Paul, MN 55113-2717

*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
The following working interest in the BLM oil and gas lease WYW-035398, regarding: Township 27 North, Range 111 West, 6th P.M., Sublette County, WY Section 8: SW¼SE¼ Section 17: NE¼ Well #20-17, Working Interest: .02475	100%	100%	0%	---	---

303962

RECORDED May 11 2004 11:05 A M
IN BOOK 127 045 PAGE 325
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Transfer approved effective NOV 01 2003

By /s/ Theresa M. Stevens (Authorized Office) LAND LAW EXAMINER (Title) NOV 18 2003 (Date)

(Continued on reverse)

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.

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of August 20 03

Name of Transferor as shown on current lease Nora McNeely* (Please type or print)

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

185 Middle Road
(Transferor's Address)

Montecito (City) CA (State) 93108 (Zip Code)

Executed this 15th day of August 20 03

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.

(Form 3000-3a (1/99) (page 2)

* Trustee of the Marjorie R. McNeely Trust dated August 28, 1995

Form 3000-3a
(February 2002)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03 OCT -6 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW 51347

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Donald G. McNeely
Street 2501 Rosegate
City, State, ZIP Code St. Paul, MN 55113-2717

*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
The following working interest in the BLM oil and gas lease WYW-051347, regarding: Township 27 North, Range 111 West, 6th P.M., Sublette County, WY Section 5: W½ Section 6: S½NE¼, SE¼ Section 7: NE¼ Section 8: NW¼, N½SW¼ Well #40-6, Working Interest: .028875 Well #20-6, Working Interest: .028875 Well #20-7, Working Interest: .033 Well #10-8, Working Interest: .0288	100%	100%	0%	---	---

303963
RECORDED Nov. 11 2004 11:05 AM
IN BOOK 127 Q+6 PAGE 327
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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 NOV 01 2003

By /S/ CARMEN LOVETT (Authorized Office)

LAND LAW EXAMINER (Title) NOV 14 2003 (Date)

(Continued on reverse)

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.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
03 OCT -6 AM 9:02
RECEIVED
CHEYENNE, WYOMING

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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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 15th day of August 20 03

Name of Transferor as shown on current lease Nora McNeely*
(Please type or print)

Transferor or Attorney-in-fact _____
(Signature)

185 Middle Road
(Transferor's Address)

Montecito (City) CA (State) 93108 (Zip Code)

Executed this 15th day of August 20 03

Transferee or Attorney-in-fact Nora McNeely
(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.

* Trustee of the Marjorie R. McNeely Trust dated August 28, 1995

304067
304067

RECORDED May 14 2004 3:50p M
IN BOOK 127 Misc PAGE 329
FEES $ 41.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

PREPARED BY AND WHEN
WHEN RECORDED RETURN TO:

DAVID G. STOLFA
3300 SOUTH COLUMBINE CIRCLE
ENGLEWOOD, COLORADO 80113

AMENDMENT AND RATIFICATION OF AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING (MULTISTATE)

THIS AMENDMENT AND RATIFICATION OF AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of April 14, 2004, is among PETROGULF CORPORATION, a Colorado corporation, and DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship (collectively, "Mortgagors"), with an address at 518 - 17th Street, Suite 1455, Denver, Colorado 80202, and WELLS FARGO BANK, N.A., a national banking association ("WFBNA"), with an address at MAC #C7300-061, 1700 Lincoln, Denver, Colorado 80274, individually and in its capacity as agent for Wells Fargo Bank Minnesota, National Association, as more fully described in the Original Mortgage (as defined below) (WFBNA, acting in said capacities, being herein called "Original Secured Party") and in its capacity as Administrative Agent for Lenders, as more fully described below (WFBNA, acting in said capacity, being herein called "Administrative Agent").

RECITALS

A. Mortgagors executed and delivered to the Original Secured Party an Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of October 16, 2001 (the "Original Mortgage"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Original Mortgage was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	La Plata	12/14/01	Recep. 819498	
Oklahoma	Garvin	12/14/01	1616	339
Wyoming	Campbell	12/12/01	1715 Photos	378
Wyoming	Carbon	12/12/01	1011	246
Wyoming	Sublette	12/12/01	87 Mtg.	658

B. Mortgagors and the Original Secured Party executed and delivered an Amendment and Ratification of Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of April 8, 2002 (the "First Amendment"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The First Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	05/21/02	C0972519	
Colorado	La Plata	05/13/02	Rcpt. #829997	
Oklahoma	Garvin	05/16/02	1629	420
Utah	Carbon	05/23/02	502	658
Wyoming	Campbell	05/16/02	1757 Photos	553
Wyoming	Carbon	05/15/02	1019	71
Wyoming	Laramie	05/22/02	1652	42
Wyoming	Sublette	05/16/02	121 O&G	588
Wyoming	Washakie	05/20/02	89 Micro.	1953

C. Mortgagors and the Original Secured Party executed and delivered an Supplement to and Ratification of Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of October 9, 2003 (the "Second Supplement"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Second Supplement was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	La Plata	12/16/03	Rcpt. #874918	
Colorado	Las Animas	12/16/03	1034	458
New Mexico	Eddy	12/16/03	533	666
Wyoming	Carbon	12/15/03	1050	188
Wyoming	Sublette	12/15/03	108 Mtg.	166

D. Capitalized terms used herein but not defined herein shall have the same meanings as set forth in the Original Mortgage, as amended pursuant to the First Amendment and the Second Supplement (the "Mortgage"), and as amended pursuant to this Instrument.

E. The obligations secured by the liens, assignments and security interests created pursuant to the Mortgage are being refinanced pursuant to a Third Amended and Restated Credit Agreement dated as of April 14, 2004 (the "Third Amended and Restated Credit Agreement"), among Mortgagors, et al., as borrowers ("Borrowers"), Administrative Agent and the lenders named therein ("Lenders"). Administrative Agent has been designated by Lenders to act on their behalf with respect to the collateral securing certain obligations of Borrowers, or any one or more of them, to Lenders, or any one or more of them, including without limitation the loans, advances and other obligations of Borrowers to Lenders under or in connection with the Third Amended and Restated Credit Agreement.

F. The parties desire that the Mortgage be further amended as described herein.

AMENDMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Lenders to Mortgagors and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Administrative Agent shall be substituted for the Original Secured Party as the mortgagee, beneficiary, assignee and secured party pursuant to the Mortgage. The Original Secured Party hereby transfers and assigns to Administrative Agent all of the Original Secured Party's rights as the mortgagee, beneficiary, assignee and secured party pursuant to the Mortgage. All references in the Mortgage to "Secured Party" shall be deemed to refer to Administrative Agent.

2. The following shall be substituted for the third and fourth paragraphs on page 1 of the Mortgage:

> Pursuant to the terms of a Third Amended and Restated Credit Agreement dated as of April 14, 2004, as the same may hereafter be amended, modified, extended or amended and restated from time to time (the "Credit Agreement"), among Mortgagors, et al., as borrowers ("Borrowers"), WFBNA, as Administrative Agent ("Administrative Agent") and as Lead Arranger, and the lenders named therein ("Lenders"), Lenders have made and/or

may in the future make loans to Borrowers in the principal amount of up to $75,000,000. Borrowers' obligations under or in connection with the Credit Agreement are intended to be secured by the liens, security interests and assignments granted pursuant to this Instrument.

Borrowers, or any of them, may heretofore have incurred or may hereafter incur obligations to any one or more of the Lenders in connection with commodity hedge agreements, commodity swap agreements, exchange agreements, collar agreements or cap agreements, fixed price agreements or other agreements or arrangements designed to protect Borrowers, or any of them, against fluctuations in interest rates, currency exchange rates and/or the prices of oil, gas or other hydrocarbons ("Hedging Obligations"). The obligations of Borrowers, or any of them, under or in connection with any such Hedging Obligations are intended to be secured by the liens, security interests and assignments granted pursuant to this Instrument.

3. The following shall be substituted for Article I on pages 4 and 5 of the Mortgage:

ARTICLE I

Obligations

Section 1.1 This Instrument is executed, acknowledged and delivered by Mortgagors to secure and enforce the following obligations (herein called the "Obligations"):

A. Payment of and performance of any and all obligations of Borrowers, or any of them, under any or all of the following (collectively, the "Notes"):

(1) The promissory note dated April 14, 2004, as the same may hereafter be amended, modified, extended or replaced, made by Borrowers, in the original face amount of $30,000,000, payable to the order of WFBNA on or before April 1, 2010, with interest at the rates specified in the Credit Agreement; and

(2) The promissory note dated April 14, 2004, as the same may hereafter be amended, modified, extended or replaced, made by Borrowers, in the original face amount of $12,000,000, payable to the order of MidFirst Bank on or before April 1, 2010, with interest at the rates specified in the Credit Agreement; and

(3) Any and all other promissory notes hereafter made by Borrowers, payable to the order of any present or future Lender pursuant to the Credit Agreement, as the same may hereafter be amended, modified, extended or replaced, with interest at the rates specified in the Credit Agreement;

B. All indebtedness, liabilities and obligations of Borrowers, or any of them, to Secured Party or any Lender, of every kind and character, now existing or hereafter arising, pursuant to the Credit Agreement;

C. All other indebtedness, liabilities and obligations of Borrowers, or any of them, to any Lender, of every kind and character, now existing or hereafter arising, whether direct or indirect, primary or secondary, joint, several or joint and several (including, without limitation, any and all obligations of Borrowers, or any of them, to any Lender for fees and reasonable out-of-pocket costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force and any Hedging Obligations of Borrowers, or any of them, to any Lender), it being contemplated that Borrowers, or any of them, may hereafter become indebted to Lenders in such further sums;

D. Payment of all sums advanced and reasonable out-of-pocket costs and expenses incurred by Secured Party and/or any Lender (whether directly or indirectly on Secured Party's or any Lender's behalf and including, without limitation, all legal and engineering fees) in connection with the Obligations or any part thereof, any renewal, extension or change of or substitution for the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of Borrowers, or any of them, Secured Party or any Lender;

E. Payment of all sums advanced and reasonable out-of-pocket costs and expenses incurred by Secured Party or any Lender (whether directly or indirectly and including without limitation all legal fees) in connection with the obligations described in this Section 1.1 or any part thereof;

F. Payment of all other indebtedness and liabilities and performance of all other obligations of Borrowers, or any of them, to Secured Party or any Lender

arising pursuant to this Instrument or in connection with this Instrument; and

G. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through F above; provided that such renewals, extensions, amendments, changes of, or substitutions or replacements for, all or any part of the foregoing:

(1) shall not exceed $100,000,000 in aggregate outstanding principal amount at any time; provided that, if for any reason such maximum aggregate outstanding principal amount is exceeded, this Instrument shall continue to secure: (a) all of the obligations under the promissory notes described in Section 1.1.A above (and any and all renewals, extensions, amendments and changes thereof, or substitutions or replacements therefor); and (b) that portion of the other obligations described in this Section 1.1 (in the order such other obligations were incurred), to the extent that the sum of the obligations described in clause (a) above and such other obligations do not exceed such maximum aggregate outstanding principal amount;

(2) shall have been made on or before December 31, 2010; and

(3) shall completely mature prior to December 31, 2013.

Section 1.2 The maximum amount of the Obligations that may be outstanding at any time or from time to time that shall be secured by this Instrument, including as a mortgage or as a pledge or assignment of Hydrocarbons, is $100,000,000.

4. The following shall be substituted for the first sentence of Article IV on page 10 of the Mortgage:

If all of the Obligations of Borrowers shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations and if neither Administrative Agent nor any Lender has any further obligation to make advances to Borrowers and all documents evidencing the Hedging Obligations of any and all Borrowers to any and all Lenders have been terminated, then Secured Party shall, promptly after the request of Mortgagors, execute,

acknowledge and deliver to Mortgagors proper instruments evidencing the termination of this Instrument.

5. The following shall be substituted for Section 5.1 on page 11 of the Mortgage:

Section 5.1 The occurrence of any default under the Credit Agreement or under any document evidencing any or all of the Hedging Obligations of Borrowers, or any of them, to any Lender, including without limitation the expiration of any applicable grace period (an "Event of Default"), shall, automatically or at the option of Lenders, or any of them, as applicable, make all amounts then remaining unpaid on the Obligations immediately due and payable, and the liens, encumbrances and security interests evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law.

6. Any and all references in the Mortgage to the "Note" shall be amended to refer to the "Notes".

7. Exhibit "A" attached to the Mortgage shall be amended by adding thereto any and all pages attached hereto and captioned Exhibit "A". All references in the Mortgage to Exhibit "A" thereto, including without limitation the references contained in the definitions of the "Collateral" and the "Hydrocarbons" shall be deemed to refer to the Exhibit "A" attached to the Original Mortgage, as amended pursuant to the First Amendment and the Second Amendment and as amended pursuant to this Instrument.

8. In the portion of Exhibit "A" attached to the Mortgage relating to Las Animas County, Colorado, the references to the "Alexander 9-34V" well shall be amended to refer to the "Alexander 9-43V" well.

GRANT

Mortgagors hereby: (a) ratify and adopt the Mortgage, as amended hereby, and all of the terms and provisions thereof, (b) confirm and agree that the Mortgage, as amended hereby, is a valid and binding obligation of any and all of the Mortgagors, and (c)(1) subject to the terms and provisions of the Mortgage, grant, bargain, sell, mortgage, assign, transfer and convey to Administrative Agent, and grant to Administrative Agent a security interest in and to the Collateral or any other interest of the Mortgagors, or any of them (whether now owned or hereafter acquired, by operation of law or otherwise), in, to and under or that covers, affects or otherwise relates to the Land or to any of the estates, property rights or other interests described or

referred to above, together with all of the proceeds thereof, WITH POWER OF SALE, subject to the assignment of severed and extracted Hydrocarbons and the proceeds thereof made under clause (2) below; TO HAVE AND TO HOLD the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or pertaining thereto, to Administrative Agent and its successors and assigns, forever; and (2) subject to the terms and provisions of the Mortgage, including without limitation the provisions of Article III of the Mortgage, absolutely assign to Administrative Agent all of the severed and extracted Hydrocarbons produced from or allocated or attributed to the Collateral or any other interest of the Mortgagors, or any of them (whether now owned or hereafter acquired, by operation of law or otherwise), in, to and under or that covers, affects or otherwise relates to the Land or to any of the estates, property rights or other interests described or referred to above, together with all of the proceeds thereof.

MISCELLANEOUS

This Instrument shall bind and inure to the benefit of the respective successors and assigns of any or all of the Mortgagors and Administrative Agent, including, without limitation, any and all other banks, lending institutions and parties which may now or hereafter hold any of the notes or other documents evidencing any of the Obligations or any interest therein.

EXECUTED as of the date first above written.

PETROGULF CORPORATION

By: _____
Douglas C. McLeod,
President

_____
DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY

WELLS FARGO BANK, N.A., as the Original Secured Party and as Administrative Agent

By: _____
Art Krasny,
Relationship Manager

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

(Colorado, Utah)

The foregoing instrument was acknowledged before me this 14th day of April, 2004, by DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship, and by Douglas C. McLeod, as President of PETROGULF CORPORATION, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

(New Mexico, Oklahoma, Wyoming)

This instrument was acknowledged before me this 14th day of April, 2004, by DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship, and by Douglas C. McLeod, as President of PETROGULF CORPORATION, a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

Ann Hoyt Stolfa, Notary Public
3300 South Columbine Circle
Englewood, CO 80113

My commission expires: May 14, 2004

NOTARY PUBLIC (SEAL) ANN HOYT STOLFA STATE OF COLORADO

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

(Colorado, Utah)

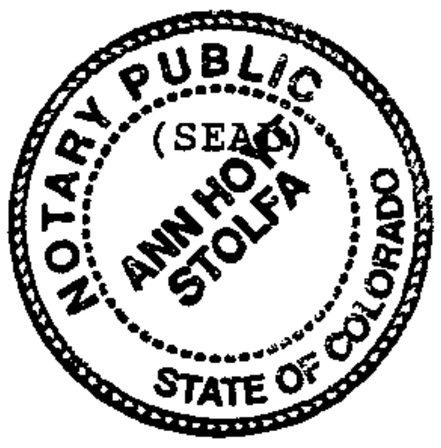
The foregoing instrument was acknowledged before me this 14th day of April, 2004, by Art Krasny, as Relationship Manager of WELLS FARGO BANK, N.A., a national banking association, in its capacities as the Original Secured Party and as Administrative Agent, on behalf of said national banking association, acting in the capacities therein stated. Witness my hand and official seal.

(New Mexico, Oklahoma, Wyoming)

This instrument was acknowledged before me this 14th day of April, 2004, by Art Krasny, as Relationship Manager of WELLS FARGO BANK, N.A., a national banking association, in its capacities as the Original Secured Party and as Administrative Agent, on behalf of said national banking association, acting in the capacities therein stated. Witness my hand and official seal.

Ann Hoyt Stolfa, Notary Public
3300 South Columbine Circle
Englewood, CO 80113

My commission expires: May 14, 2004



339

EXHIBIT "A"

DOUGLAS CAMERON MCLEOD - WELL SUMMARY

SUBLETTE COUNTY, WYOMING

WELL NAME	LANDS AFFECTED	GROSS WI	NRI/ORRI	SOURCE DOCUMENTS/RECORDING DATA
Lovatt Draw State #36-4	NW/4NW/4 Section 36-T32N-R109W, 6th P.M.	100.0000%	83.333333%	State of Wyoming Oil & Gas Lease 96-00498
Lovatt Draw State #36-5	SW/4NW/4 Section 36-T32N-R109W, 6th P.M.	100.0000%	83.333333%	State of Wyoming Oil & Gas Lease 96-00498
Lovatt Draw State #36-14	SE/4SW/4 Section 36-T32N-R109W, 6th P.M.	100.0000%	83.333333%	State of Wyoming Oil & Gas Lease 96-00498

[redacted] [redacted] [redacted]

EXHIBIT "B"

LANDS ALREADY SUBJECT TO MORTGAGE

SUBLETTE COUNTY, WYOMING

T. 31 N., R. 109 W., 6th P.M.

Section 36: NE/4NE/4.

T. 32 N., R. 109 W., 6th P.M.

Section 36: W/2SW/4.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Susan Samuelson, also known as Susan Anne Samuelson, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is 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 from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto SAS Royalties LLC, a Wyoming flexible limited liability company, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto Assignee, its successors, and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interests and subject to the terms and conditions of the oil and gas leases described in Exhibit "A", the Unit Agreements and Stipulations described on Exhibit "A" and all matters of record, including without limitation, that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000, and recorded August 16, 2000 in Book 115 of Oil & Gas at Page 694 of the records of Sublette County, Wyoming, and Amendments of Assignment of Overriding Royalty Interest recorded August 16, 2000 in Book 115 Oil & Gas at page 682 of the records of Sublette County, Wyoming.

With respect to those oil and gas leases described on Exhibit "A" which have been issued by the State of Wyoming, the interests conveyed herein may also be assigned by an assignment executed on the appropriate form prescribed by the Wyoming Board of Land Commissioners filing with the Wyoming State Land and Farm Loan Office. Each of the parties hereto shall cooperate in the execution and filing of any such assignment.

IN WITNESS WHEREOF, this assignment is executed this 8th day of April 2004, to be effective as between the parties as of January 1, 2004.

Susan Samuelson, also known as Susan Anne Samuelson

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 8th day of April 2004, by Susan Samuelson, also known as Susan Anne Samuelson.

My commission expires: Feb. 15, 2005

Witness my hand and official seal.

Notary Public

304093

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By Cathy Scott

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interests dated effective January 1, 2004 by and between Susan Samuelson, aka Susan Anne Samuelson, as Assignor and SAS Royalties LLC, as Assignee

Recorded Book - Page	Lessor	Lessee	Lease Date	Legal Description	Status
88-445	ST WY 92-00196	McMurry Oil Company	4/2/92	T29N R108W Sec 16: All	HBP
88-448	ST WY 92-00199[B]	McMurry Oil Company	4/2/92	T29N R109W Sec 36: All	HBU Corona Unit
92-273	ST WY 93-00109[B]	McMurry Oil Company	4/2/93	T29N R109W Sec 16: All	HBU Corona Unit
93-664	ST WY 90-00365[A]	McMurry Oil Company	6/2/90	T29N R108W Sec 36: All	HBP
96-5	ST WY 93-00554[C]	McMurry Oil Company	12/2/93	T28N R109W Sec 36: All	HBU Scarlet Unit
88-447	ST WY 92-00198	McMurry Oil Company	4/2/92	T30N R108W Sec 36: All	HBP
96-426	ST WY 94-00148	McMurry Oil Company	4/1/94	T29N R107W Sec 16: All	Unknown
58-626	Brandt M. Jensen, et. al	Leonard Hay	7/1/75	T31N R109W Sec 10: NESE, S2SE Sec 11: Lots 2,3,5,6,7, NWSW S2NW, W2NE Sec 14: Lots 1,2, NENW Sec 15: Lots 1,2, All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2,3,4,5,6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, T31N R109W, less and except the wellbores for Jensen #1 in SWNW Section 11, Jensen #3 in SESE Section 11 and Jensen #3 in NENW Section 14, T31N R109W Unknown	Unknown

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interests dated effective January 1, 2004 by and between Susan Samuelson, aka Susan Anne Samuelson, as Assignor and SAS Royalties LLC, as Assignee.

A. Subject to Stipulation of Interests dated effective November 30, 1998 among MCNIC Oil and Gas Properties, Inc., *et. al.* as "Working Interests Owners" and John W. Martin *et. al.* as "Overriding Royalty Interest Owners" recorded in Book 114 of O&G at page 203 of the records of Sublette County.

B. Subject to the Corona Unit Agreement dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33: T29N-R108W - All of Section 7, 18, 19, 30, 31; T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2,3,4, 9, 10, 11,14.

C. Subject to the Scarlet Unit Agreement dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32; T27N-R109W - All of Section 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS INTEREST

I, GWEN KEIF CHAPIN, ("Assignor"), hereby assign, transfer, and set over to the GWENDOLYN CHAPIN REVOCABLE TRUST dated May 11, 2004, ("Assignee") all of my interest in any and all oil and gas leases of record in, on and under the following property:

Township 33 North, Range 109, 6th P.M., Sublette County, Wyoming

Section 17:	S½NE¼; W½; SE¼
Section 18:	Lots 1, 2, 3, 4, E½W½; E½
Section 19:	E½
Section 20:	All
Section 21:	W½NE¼; NW¼; N½S½; S½S½
Section 28:	All
Section 29	All
Section 32:	E½
Section 33:	All
Section 34:	W½W½

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

subject to all the terms and conditions of the Trust Agreement, and subject to any and all existing leases of record.

In witness whereof, I have executed this assignment effective the 11th day of May, 2004.

Gwen Keif Chapin
GWEN KEIF CHAPIN

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

SUBSCRIBED and sworn to before me this 11th day of May, 2004, by GWEN KEIF CHAPIN.

WITNESS my hand and official seal.

NOTARY PUBLIC
MARY E. CARTWRIGHT
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Feb. 01, 2008

My Commission Expires:

Mary E. Cartwright
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of June 1, 2004, by and between W. N. McMURRY, also known as W. Neil McMurry, individually with an address of P. O. Box 50790, Casper, WY 82605 and W. N. McMURRY, Trustee of the W. N. McMurry Revocable Trust, with an address of P. O. Box 50790, Casper, WY 82605, (hereinafter referred to as Assignors), and **MAP 2003-NET**, an Oklahoma general partnership, Tax ID #06-1666904, 100 Park Avenue, Suite 1008, Oklahoma City, OK 73102, (89.55% of interest assigned), **TOMCAT ROYALTY PARTNERSHIP**, Tax ID #73-1545661, c/o Charles W. Brown, P. O. Box 587, Marlow, OK 73055 (10% of interest assigned), and **ANDY LOGAN**, 324 Garden Street, Golden, CO 80403 (0.45% of the interest assigned), (hereinafter referred to as Assignees).

W I T N E S S E T H:

WHEREAS, Assignors own overriding royalty interests in certain lands and oil and gas leases in Sublette County, Wyoming, which are described on Exhibit "A" attached hereto, and

WHEREAS Assignors desire to assign and convey to Assignees all of their overriding royalty interests in the said lands and leases described on Exhibit "A".

NOW, THEREFORE, for and in consideration of Ten Dollars, ($10.00), receipt of which is hereby acknowledged, Assignors hereby grant, assign and convey unto Assignees in the percentages set out above, all of Assignors' right, title and interest in and to any and all overriding royalty interests owned by Assignors in the lands and oil and gas leases described on Exhibit "A" attached and incorporated herein, and all oil, gas and other hydrocarbon substances that may be produced, saved and marketed therefrom.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective successors and assigns, forever, subject to the terms of the corresponding oil and gas leases described on Exhibit "A" and to the following:

1. Assignees shall bear and pay their proportionate share of all production, severance, excise or other taxes which may now or hereafter be applicable to the overriding royalty interests herein conveyed unto Assignees;

2. The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the

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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

subject leases and lands; provided, however, Assignees shall bear and pay their proportionate shares of the costs and charges for compression, gathering, transportation and marketing to the extent provided for or set out in the oil and gas leases or assignments creating the overriding royalty interests conveyed herein.

3. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, or the Office of State Lands and Investments of the State of Wyoming, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof 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 interests herein conveyed.

4. The intent of Assignors is to convey all of their right, title and interest in all overriding royalty interest in what is referred to herein as the Pinedale Anticline area in Sublette County, Wyoming, and which is described on Exhibit "A" hereto.

5. Assignors agree to execute any additional assignments necessary to vest the Assignees with any after-discovered or additional overriding royalty interests which it may later be determined that the Assignors own or are entitled to in the Pinedale Anticline area described on Exhibit "A".

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied, but the Assignors do represent and warrant that they have created no liens or encumbrances on the interests conveyed, by, through and under Assignors, but not otherwise.

THIS ASSIGNMENT shall be effective as of June 1, 2004 at 7:00 a.m. Mountain Time. Regardless of the revenue or production date, Assignors shall be entitled to all revenues from the Properties received from checks, wire transfers or other forms of payments dated prior to June 1, 2004. Conversely, Assignees shall be entitled to all revenues from the properties received from checks, wire transfers or other forms of payments dated on or after June 1, 2004.

Dated this 7th day of May, 2004.

W. N. McMurry, Trustee of the
W. N. McMurry Revocable Trust

W. N. McMurry, also known as
W. Neil McMurry

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

The foregoing instrument was acknowledged before me by W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust, this 7th day of May, 2004.

Witness my hand and official seal.

Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

The foregoing instrument was acknowledged before me by W. N. McMurry, also known as W. Neil McMurry, this 7th day of May, 2004.

Witness my hand and official seal.

Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

EXHIBIT "A"
Lease Schedule - Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between W. N. McMurry, AKA W. Neil McMurry, individually and W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust, Assignors and MAP 2003-NET, Tomcat Royalty Partnership and Andy Logan, Assignees.

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-015314	Edwin L. Guenzel	**Township 30 North, Range 108 West** Section 9: S/2 Section 10: S/2 Section 14: SW/4 Section 15: All	12	144
WYW-015316	Fred M. Manning, Jr.	**Township 30 North, Range 108 West** Section 4: Lots 3, 4, S/2NW/4, S/2 Section 9: N/2 Section 10: NW/4 **Township 31 North, Range 108 West** Section 29: SE/4 Section 32: E/2 Section 33: SW/4	11	247
WYW-016161	Phil D. Helmig	**Township 30 North, Range 108 West** Section 14: NE/4NW/4, S/2NW/4	12	43
WYW-016162	Phil D. Helmig	**Township 30 North, Range 108 West** Section 11: SW/4	12	36
WYW-018039	Morris Kline	**Township 30 North, Range 108 West** Section 14: NW/4NW/4	12	226
WYE-026025	Griselda M. Bennett	**Township 31 North, Range 109 West** Section 14: SW/4, S/2NW/4 Section 23: E/2 Section 24: W/2SW/4	12	251
WYE-026026	Elizabeth Rawson	**Township 31 North, Range 109 West** Section 11: Lot 1 Section 12: Lot 9; together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-06269	Donald B. Anderson	**Township 31 North, Range 109 West**	12	113
		Section 13: All		
		Section 14: E/2		
		Section 24: N/2, SE/4, E/2SW/4		
		Section 25: All		
WYW-06270	Donald B. Anderson	**Township 31 North, Range 109 West**	12	106
		Section 2: Lots 3, 4, S/2NW/4, S/2		
		Section 3: All		
		Section 10: NE/4, NW/4SE/4		
		Section 11: N/2NW/4		
		Section 12: Lots 8, 10, SE/4SW/4		
WYW-06286	Donald B. Anderson	**Township 32 North, Range 109 West**	12	127
		Section 27: S/2		
		Section 28: SE/4		
		Section 33: E/2		
		Section 34: All		
		Section 35: SW/4		
ST WY 92-0019E	McMurry Oil Co.	**Township 30 North, Range 108 West**	88	447
		Section 36: NE/4, SW/4		
WYW-131987	Howell Spear	**Township 30 North, Range 107 West**	114	710
		Section 15: NE/4, SW/4		
		Section 22: NE/4, SW/4		
		Section 27: NE/4, SW/4		
WYW-133052	McMurry Oil Co.	**Township 30 North, Range 107 West**	97	458
		Section 17: SW/4		
		Section 28: NE/4, SW/4		
		Section 34: SW/4		
WYW-141753	L. M. Grace, Jr.	**Township 29 North, Range 107 West**	115	102
		Section 10: SW/4		
		Section 15: NE/4, SW/4		
		Section 21: NE/4, SW/4		
		Section 22: NE/4, SW/4		
		Section 23: NE/4, SW/4		
		Section 27: NE/4, SW/4		
WYW-144994	S. J. Jelso	**Township 30 North, Range 108 West**	12	184
		Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2		
		Section 6: N/2		
		Township 31 North, Range 108 West		
		Section 30: E/2		
		Section 32: W/2		

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-144996	R. A. Trombley	**Township 30 North, Range 108 West** Section 6: Lots 1, 2, S/2NE/4 **Township 31 North, Range 108 West** Section 29: W/2 Section 31: E/2	12	200
WYW-144993	Floyd H. Schroeder	**Township 31 North, Range 108 West** Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1,2,3,4, E/2W/2	12	151
WYW-141755	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 34: W/2SW/4	88	744
ST WY 94-0014E	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 16: NE/4, SW/4	96	426
WYW-137342	John P. Lockridge	**Township 29 North, Range 107 West** Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	115	115
WYW-141754	McMurry Oil Co.	**Township 30 North, Range 108 West** Section 33: SW/4NW/4, SW/4, SW/4SE/4	115	24
WYW-142261	Snyder Oil Corp.	**Township 29 North, Range 107 West** Section 7: N/2NE/4 Section 8: NW/4 Section 9: N/2N/2 Section 10: N/2NW/4	115	131
WYW-135470	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 13: NE/4NW/4	88	470
WYW-126772	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470
WYW-150655	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, E/2SW/4 Section 10: SW/4NW/4 **Township 30 North, Range 107 West** Section 33: NE/4, SW/4	97	457

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
B. Jensen et al	Leonard Hay	**Township 31 North, Range 109 West** Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SW/4NW/4 Section 11; Jensen #2 in SE/4SE/4 Section 11; and Jensen #3 in NE/4NW/4, Section 14 Township 31 North, Range 109 West	58	626
Elva L. Viable	Leonard Hay	**Township 31 North, Range 108 West** Section 5: NW/4NW/4, SW/4NW/4 Section 6: NE/4, S/2NW/4, SW/4 Section 7: N/2NW/4, NW/4NE/4 **Township 32 North, Range 108 West** Section 32: S/2SW/4 **Township 31 North, Range 109 West** Section 1: S/2NE/4, SE/4, E/2 SW/4, Section 12: N/2NE/4, N/2NW/4, SW/4NW/4	99	83
WYW-116264	R. K. O'Connell	**Township 32 North, Range 109 West** Section 7: Lots 3, 4, 9, 10 **Township 32 North, Range 110 West** Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2		
WYW-116265	C. S. O'Connell	**Township 32 North, Range 109 West** Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2	115	9

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-118165	R. K. O'Connell	**Township 31 North, Range 109 West**	101	227
		Section 4: Lots 3, 4, S/2NW/4, SW/4		
		Section 5: Lots 1, 2, S/2NE/4, SE/4		
		Section 9: W/2		
		Township 32 North, Range 109 West		
		Section 28: W/2		
		Section 29: E/2		
		Section 32: All		
		Section 33: W/2		
WYW-124073	C. S. O'Connell	**Township 31 North, Range 109 West**	115	15
		Section 28: NE/4, N/2SE/4, SE/4SE/4		
		Section 35: SE/4		
WYW-128704	R. K. O'Connell	**Township 31 North, Range 109 West**	114	724
		Section 28: Lots 1-3		
		Section 28: M&B BED OF NEW FORK RIV RIPAR		
		Section 28: M&B TO LOTS 1-3		
		Section 29: M&B BED OF NEW FORK RIV RIPAR		
		Section 29: M&B TO LOTS 3,4,7		
WYW-133051	McMurry Oil Co.	**Township 29 North, Range 107 West**	97	457
		Section 4: Lots 3, 4, S/2NW/4, SE/4		
		Section 5: Lots 3, 4, S/2NW/4, SE/4		
		Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4		
		Township 30 North, Range 107 West		
		Section 33: E/2NW/4, SE/4		
ST WY 94-00149	McMurry Oil Co.	**Township 29 North, Range 107 West**	96	428
		Section 36: All		
ST WY 94-00147	McMurry Oil Co.	**Township 29 North, Range 107 West**	96	424
		Section 13: SW/4SW/4		
WYW-118148	R. K. O'Connell	**Township 30 North, Range 107 West**	115	23
		Section 20: E/2NE/4		
		Section 29: NE/4, SW/4		
		Section 30: E/2NE/4		
		Section 31: Lots 3, 4, E/2SW/4, NE/4		
		Section 32: NE/4, SW/4		

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page

For purposes of this Assignment, the "Pinedale Anticline" shall be defined as all lands lying within the following described area:

Section	Township	Range
1 thru 36	32N	110W
1 thru 36	32N	109W
1 thru 36	31N	109W
1 thru 36	31N	108W
1 thru 36	30N	108W
1 thru 36	30N	107W
1 thru 6	30N	109W
N/2 – 8	30N	109W
9 thru 16	30N	109W
22 thru 27	30N	109W
35 & 36	30N	109W
1 thru 16	29N	107W
21 thru 27	29N	107W
34 thru 36	29N	107W

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of June 1, 2004, by and between Doris McMURRY, individually with an address of P. O. Box 50790, Casper, WY 82605 and Doris McMURRY, Trustee of the Doris McMurry Revocable Trust, with an address of P. O. Box 50790, Casper, WY 82605, (hereinafter referred to as Assignors), and **MAP 2003-NET**, an Oklahoma general partnership, Tax ID #06-1666904, 100 Park Avenue, Suite 1008, Oklahoma City, OK 73102, (97.00% of interest assigned) and **TOMCAT ROYALTY PARTNERSHIP**, Tax ID #73-1545661, c/o Charles W. Brown, P. O. Box 587, Marlow, OK 73055 (3% of interest assigned),(hereinafter referred to as Assignees).

W I T N E S S E T H:

WHEREAS, Assignors own overriding royalty interests in certain lands and oil and gas leases in Sublette County, Wyoming, which are described on Exhibit "A" attached hereto, and

WHEREAS Assignors desire to assign and convey to Assignees all of their overriding royalty interests in the said lands and leases described on Exhibit "A".

NOW, THEREFORE, for and in consideration of Ten Dollars, ($10.00), receipt of which is hereby acknowledged, Assignors hereby grant, assign and convey unto Assignees in the percentages set out above, all of Assignors' right, title and interest in and to any and all overriding royalty interests owned by Assignors in the lands and oil and gas leases described on Exhibit "A" attached and incorporated herein, and all oil, gas and other hydrocarbon substances that may be produced, saved and marketed therefrom.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective successors and assigns, forever, subject to the terms of the corresponding oil and gas leases described on Exhibit "A" and to the following:

1. Assignees shall bear and pay their proportionate share of all production, severance, excise or other taxes which may now or hereafter be applicable to the overriding royalty interests herein conveyed unto Assignees;

2. The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the subject leases and lands; provided, however, Assignees shall bear and pay their proportionate shares of the costs and charges for compression, gathering,

304119

RECORDED Mar 18 2004 10:15AM
IN BOOK 127 O+G PAGE 354
FEES $ 143.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

transportation and marketing to the extent provided for or set out in the oil and gas leases or assignments creating the overriding royalty interests conveyed herein.

3. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, or the Office of State Lands and Investments of the State of Wyoming, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof 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 interests herein conveyed.

4. The intent of Assignors is to convey all of their right, title and interest in all overriding royalty interest in what is referred to herein as the Pinedale Anticline area in Sublette County, Wyoming, and which is described on Exhibit "A" hereto.

5. Assignors agree to execute any additional assignments necessary to vest the Assignees with any after-discovered or additional overriding royalty interests which it may later be determined that the Assignors own or are entitled to in the Pinedale Anticline area described on Exhibit "A".

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied, but the Assignors do represent and warrant that they have created no liens or encumbrances on the interests conveyed, by, through and under Assignors, but not otherwise.

THIS ASSIGNMENT shall be effective as of June 1, 2004 at 7:00 a.m. Mountain Time. Regardless of the revenue or production date, Assignors shall be entitled to all revenues from the Properties received from checks, wire transfers or other forms of payments dated prior to June 1, 2004. Conversely, Assignees shall be entitled to all revenues from the properties received from checks, wire transfers or other forms of payments dated on or after June 1, 2004.

Dated this 7 day of May, 2004.

Doris McMurry, Trustee of the
Doris McMurry Revocable Trust

Doris McMurry

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

The foregoing instrument was acknowledged before me by Doris McMurry, Trustee of the Doris McMurry Revocable Trust, this 7th day of May, 2004.

Witness my hand and official seal.

Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
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Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

EXHIBIT "A"
Lease Schedule - Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Doris McMurry, individually and Doris McMurry, Trustee of the Doris McMurry Revocable Trust, Assignors and MAP2003-NET and Tomcat Royalty Partnership, Assignees.

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-015314	Edwin L. Guenzel	**Township 30 North, Range 108 West** Section 9: S/2 Section 10: S/2 Section 14: SW/4 Section 15: All	12	144
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WYW-016161	Phil D. Helmig	**Township 30 North, Range 108 West** Section 14: NE/4NW/4, S/2NW/4	12	43
WYW-016162	Phil D. Helmig	**Township 30 North, Range 108 West** Section 11: SW/4	12	36
WYW-018039	Morris Kline	**Township 30 North, Range 108 West** Section 14: NW/4NW/4	12	226
WYE-026025	Griselda M. Bennett	**Township 31 North, Range 109 West** Section 14: SW/4, S/2NW/4 Section 23: E/2 Section 24: W/2SW/4	12	251
WYE-026026	Elizabeth Rawson	**Township 31 North, Range 109 West** Section 11: Lot 1 Section 12: Lot 9; together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-06269	Donald B. Anderson	**Township 31 North, Range 109 West**	12	113
		Section 13: All		
		Section 14: E/2		
		Section 24: N/2, SE/4, E/2SW/4		
		Section 25: All		
WYW-06270	Donald B. Anderson	**Township 31 North, Range 109 West**	12	106
		Section 2: Lots 3, 4, S/2NW/4, S/2		
		Section 3: All		
		Section 10: NE/4, NW/4SE/4		
		Section 11: N/2NW/4		
		Section 12: Lots 8, 10, SE/4SW/4		
WYW-06286	Donald B. Anderson	**Township 32 North, Range 109 West**	12	127
		Section 27: S/2		
		Section 28: SE/4		
		Section 33: E/2		
		Section 34: All		
		Section 35: SW/4		
ST WY 92-00198	McMurry Oil Co.	**Township 30 North, Range 108 West**	88	447
		Section 36: NE/4, SW/4		
WYW-131987	Howell Spear	**Township 30 North, Range 107 West**	114	710
		Section 15: NE/4, SW/4		
		Section 22: NE/4, SW/4		
		Section 27: NE/4, SW/4		
WYW-133052	McMurry Oil Co.	**Township 30 North, Range 107 West**	97	458
		Section 17: SW/4		
		Section 28: NE/4, SW/4		
		Section 34: SW/4		
WYW-141753	L. M. Grace, Jr.	**Township 29 North, Range 107 West**	115	102
		Section 10: SW/4		
		Section 15: NE/4, SW/4		
		Section 21: NE/4, SW/4		
		Section 22: NE/4, SW/4		
		Section 23: NE/4, SW/4		
		Section 27: NE/4, SW/4		
WYW-144994	S. J. Jelso	**Township 30 North, Range 108 West**	12	184
		Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2		
		Section 8: N/2		
		Township 31 North, Range 108 West		
		Section 30: E/2		
		Section 32: W/2		

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-144996	R. A. Trombley	**Township 30 North, Range 108 West** Section 6: Lots 1, 2, S/2NE/4 **Township 31 North, Range 108 West** Section 29: W/2 Section 31: E/2	12	200
WYW-144993	Floyd H. Schroeder	**Township 31 North, Range 108 West** Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1,2,3,4, E/2W/2	12	151
WYW-141755	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 34: W/2SW/4	88	744
ST WY 94-00148	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 16: All **Township 30 North, Range 107 West** Section 20: E/2NE/4 Section 29: NE/4, SW/4 Section 30: E/2NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4 Section 32: NE/4, SW/4	96 115	426 23
WYW-137342	John P. Lockridge	**Township 29 North, Range 107 West** Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	115	115
WYW-141754	McMurry Oil Co.	**Township 30 North, Range 108 West** Section 33: SW/4NW/4, SW/4, SW/4SE/4	115	24
WYW-142261	Snyder Oil Corp.	**Township 29 North, Range 107 West** Section 7: N/2NE/4 Section 8: NW/4 Section 9: N/2N/2 Section 10: N/2NW/4	115	131
WYW-135470	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 13: NE/4NW/4	88	470
WYW-126772	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-150655	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, E/2SW/4 Section 10: SW/4NW/4 **Township 30 North, Range 107 West** Section 33: NE/4, SW/4	97	457
B. Jensen et al	Leonard Hay	**Township 31 North, Range 109 West** Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 5, 6, 7, NW/4SW/4, S/2NW/4, W/2NE/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SW/4NW/4 Section 11; Jensen #2 in SE/4SE/4 Section 11; and Jensen #3 in NE/4NW/4, Section 14 Township 31 North, Range 109 West	58	626
Elva L. Viable	Leonard Hay	**Township 31 North, Range 108 West** Section 5: NW/4NW/4, SW/4NW/4 Section 6: NE/4, S/2NW/4, SW/4 Section 7: N/2NW/4, NW/4NE/4 **Township 31 North, Range 109 West** Section 1: S/2NE/4, SE/4, E/2 SW/4, Section 12: N/2NE/4, N/2NW/4, SW/4NW/4	99	83
WYW-116264	R. K. O'Connell	**Township 32 North, Range 109 West** Section 7: Lots 3, 4, 9, 10 **Township 32 North, Range 110 West** Section 1: Lots 1, 2, 3, 4, S/2 Section 12: All Section 13: All Section 24: E/2, E/2W/2		
WYW-116265	C. S. O'Connell	**Township 32 North, Range 109 West** Section 25: All Section 26: All Section 27: NE/4 Section 29: W/2	115	9

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-118165	R. K. O'Connell	**Township 31 North, Range 109 West**	101	227
		Section 4: Lots 3, 4, S/2NW/4, SW/4		
		Section 5: Lots 1, 2, S/2NE/4, SE/4		
		Section 9: W/2		
		Township 32 North, Range 109 West		
		Section 28: W/2		
		Section 29: E/2		
		Section 32: All		
		Section 33: W/2		
WYW-124073	C. S. O'Connell	**Township 31 North, Range 109 West**	115	15
		Section 28: NE/4, N/2SE/4, SE/4SE/4		
		Section 35: SE/4		
WYW-128704	R. K. O'Connell	**Township 31 North, Range 109 West**	114	724
		Section 28: Lots 1-3		
		Section 28: M&B BED OF NEW FORK RIV RIPAR		
		Section 28: M&B TO LOTS 1-3		
		Section 29: M&B BED OF NEW FORK RIV RIPAR		
		Section 29: M&B TO LOTS 3,4,7		
WYW-133051	McMurry Oil Co.	**Township 29 North, Range 107 West**	97	457
		Section 4: Lots 3, 4, S/2NW/4, SE/4		
		Section 5: Lots 3, 4, S/2NW/4, SE/4		
		Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4		
		Township 30 North, Range 107 West		
		Section 33: E/2NW/4, SE/4		
ST WY 94-00149	McMurry Oil Co.	**Township 29 North, Range 107 West**	96	428
		Section 36: All		
ST WY 94-00147	McMurry Oil Co.	**Township 29 North, Range 107 West**	96	424
		Section 13: SW/4SW/4		
		Section 14: NE/4SE/4		
WYW-118148	R. K. O'Connell	**Township 30 North, Range 107 West**	115	23
		Section 20: E/2NE/4		
		Section 29: NE/4, SW/4		
		Section 30: E/2NE/4		
		Section 31: Lots 3, 4, E/2SW/4, NE/4		
		Section 32: NE/4, SW/4		
ST WY 92-00197	McMurry Oil Co.	**Township 30 North, Range 108 West**	88	446
		Section 16: S/2		
ST WY 92-00198	McMurry Oil Co.	**Township 30 North, Range 108 West**	88	447
		Section 36: All		
ST WY 92-00200	McMurry Oil Co.	**Township 30 North, Range 109 West**	88	449
		Section 36: All		

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-124073	C. S. O'Connell	**Township 30 North, Range 109 West** Section 1: Lots 3, 4 S/2NW/4, SE/4 Section 2: Lots 3, 4 S/2NW/4, SE/4	115	15
WYW-106728	Conoco, Inc.	**Township 30 North, Range 109 West** Section 29: ALL Section 31: Lots 1-4, E/2, E/2W/2	88	399
WYW-120908	L.M. Grace, Jr.	**Township 29 North, Range 107 West** Section 10: S/2 Section 15: ALL Section 21: ALL Section 22: ALL Section 23: ALL Section 27: ALL	88	717
WYW-126101	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 10: SW/4	88	453
WYW-126772	McMurry Oil Co.	**Township 30 North, Range 109 West** Section 13: NE/4NW/4	88	470
WYW-127193	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 34: W/2SW/4	88	744
WYE-026026	Elizabeth Rawson	**Township 31 North, Range 109 West** Section 12: Lot 5; and All of the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lots 5,6,7 of Section 12 and Lots 7 and 8 of Section 15.	12	246
WYE-026025	Griselda M. Bennett	**Township 31 North, Range 109 West** Section 15: Lots 7, 8, E/2SW/4, SE/4; Section 22: NW/4, E/2 Section 23: W/2 Section 26: ALL Section 27: E/2NE/4 Section 35: N/2NE/4	12	251
WYW-06269	Donald B. Anderson	**Township 31 North, Range 109 West** Section 35: W/2, S/2NE/4	12	113
WYW-06270	Donald B. Anderson	**Township 31 North, Range 109 West** Section 1: Lots 1, 2, 3, 4, S/2NW/4, NW/4SW/4 Section 2: Lots 1, 2, S/2NE/4 Section 9: S/2SE/4 Section 10: W/2 Section 12: Lots 6, 7, S/2SE/4, NE/4SE/4	12	106

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-06286	Donald B. Anderson	**Township 32 North, Range 109 West** Section 27: NW/4 Section 28: NE/4 Section 35: N/2, SE/4	12	127
WYW-015314	Edwin L. Guenzel	**Township 30 North, Range 108 West** Section 8: S/2 Section 10: NE/4 Section 17: N/2 Section 22: NE/4 Section 23: NW/4	12	144
WYW-015316	Fred M. Manning, Jr.	**Township 30 North, Range 108 West** Section 3: SW/4 Section 4: NE/4 **Township 31 North, Range 108 West** Section 29: NE/4 Section 33: NW/4	12	179
WYW-016155	Robert O. Anderson	**Township 30 North, Range 107 West** Section 7: W/2SE/4 Section 18: ALL Section 19: ALL Section 20: W/2, W/2E/2, E/2SE/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4	12	205
WYW-016158	Phil S. Helmig	**Township 30 North, Range 107 West** Section 7: Lots 1, 2, 3, 4, E/2W/2 **Township 30 North, Range 108 West** Section 25: ALL Section 26: ALL Section 34: NE/4, N/2SE/4, N/2NW/4 Section 35: N/2, N/2S/2, S/2SE/4	12	29
WYW-016161	Phil D. Helmig	**Township 30 North, Range 108 West** Section 11; E/2E/2 Section 12: ALL Section 13: ALL Section 14: NE/4, N/2SE/4, SE/4SE/4 Section 24: ALL	12	43
WYW-016162	Phil D. Helmig	**Township 30 North, Range 108 West** Section 1: Lots, 2, 3, 4, SW/4NE/4, S/2NW/4, S/2 Section 2: All Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SE/4, SE/4SE/4 Section 11: W/2E/2, NW/4 Section 27: E/2, E/2W/2	12	36

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page
WYW-06934	R. A. Trombley	**Township 30 North, Range 108 West** Section 6: SE/4 Section 7: S/2 **Township 31 North, Range 108 West** Section 19: E/2 **Township 30 North, Range 109 West** Section 11: SE/4 Section 12: S/2	12	200
WYW-144995	S. J. Jelso	**Township 31 North, Range 108 West** Section 17: SW/4 Section 18: E/2 Section 20: W/2 **Township 30 North, Range 108 West** Section 7: NE/4	12	231
WYW-018039	Morris Kline	**Township 30 North, Range 108 West** Section 3: SW/4SE/4 Section 14: SW/4SE/4 Section 17: SE/4SE/4 Section 18: NE/4NE/4 Section 22: NE/4SW/4 Section 23: SW/4NE/4 **Township 31 North, Range 108 West** Section 33: NW/4NE/4, SW/4SE/4	12	226
WYW-133051	McMurry Oil Co.	**Township 29 North, Range 107 West** Section 4; Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 6: Lots 1, 2, 6, S/2NE/4, SW/4 Section 10: SW/4NW/4 **Township 30 North, Range 107 West** Section 33: NE/4, SW4	97	457
WYW-06283	Floyd H. Schroeder	**Township 30 North, Range 108 West** Section 6: W/2 Section 7: NW/4	12	151
WYW-144993	Floyd H. Schroeder	**Township 31 North, Range 108 West** Section 19: Lots 3, 4, E/2SW/4, NW/4 Section 30: Lots 1, 2, 3, 4, E/2W/2 Section 31: Lots 1, 2, 3, 4, E/2W/2	12	151

Lessor or Lease Number	Lessee	Legal Description	Recording Data Book	Page

For purposes of this Assignment, the "Pinedale Anticline" shall be defined as all lands lying within the following described area:

Section	Township	Range
1 thru 36	32N	110W
1 thru 36	32N	109W
1 thru 36	31N	109W
1 thru 36	31N	108W
1 thru 36	30N	108W
1 thru 36	30N	107W
1 thru 6	30N	109W
N/2 – 8	30N	109W
9 thru 16	30N	109W
22 thru 27	30N	109W
35 & 36	30N	109W
1 thru 16	29N	107W
21 thru 27	29N	107W
34 thru 36	29N	107W

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
Lease Serial No.
W-107040

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)* **Yates Petroleum Corporation** **30.000000%**
Street **105 S. 4th Street**
City, State, ZIP Code **Artesia, NM 88210**

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th PM Section 8: SW4 Containing 160.0 Gross Acres More or Less Sublette County, Wyoming From surface to 12, 086.	SEE ATTACHMENT				

304122

RECORDED May 18 2004 10:55AM
IN BOOK 270+6 PAGE 366
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.

Yates Drilling Company **11.666667%**
105 S. 4th Street
Artesia, NM 88210

Abo Petroleum Corporation **12.500000%**
105 S. 4th Street
Artesia, NM 88210

Myco Industries **7.7777777%**
105 S. 4th Street
Artesia, NM 88210

State of New Mexico §
§ cc
County of Eddy §

The foregoing instrument was acknowledged before me this 28th day of April 2004, by Peyton Yates, Manger of Weed Oil and Gas Company, Lc., General Partner of Sacramento Limited Partnership; by John A. Yates, individually and as Trustee of Trust Q u/w/o Peggy A. Yates, Dec., and by FRANK YATES, JR. as Manager of Sharbro Oil Ltd Co. a New Mexico limited liability Company.

My Commission Expires: 12/12/07

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United Sates; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the 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 3[illegible] or 3206.

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

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

Executed this _____ day of 2004 Executed this _____ day of 2004

Name of Tranferor **SEE ATTACHMENT** Name of Tranferor **SEE ATTACHMENT**

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

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

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

[redacted] [redacted] [redacted]

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

TRANSFEROR	OWNED	CONVEYED	INTEREST RETAINED
Sacramento Partners Limited Partnership. 105 South Fourth Street Artesia, NM 88210	**33.333333%**	**21.666667%**	**11.666667%**
John A. Yates 105 South Fourth Street Artesia, NM 88211	**16.666667%**	**11.250000%**	**5.416667%**
Trust Q u/w/o Peggy A. Yates, deceased 105 South Fourth Street Artesia, NM 88211	**16.666666%**	**11.250000%**	**5.416667%**
Sharbro Oil Ltd. Co. 105 South Fourth Street Artesia, NM 88211	**33.333333%**	**17.777778%**	**15.555555%**

TRANSFEROR

Executed this 28th day of April 2004

SACRAMENTO PARTNERS LIMITED PARTNERSHIP

BY: _____
Peyton Yates, Manager of Weed Oil and Gas Company, Lc., General Partner of Sacramento Limited Partnership

Executed this 28th day of April 2004

JOHN A. YATES
TRUST Q U/W/O PEGGY A. YATES, DEC.

BY: _____
John A. Yates, individually and as Trustee of Trust Q u/w/o Peggy A. Yates, Dec.

Executed this 28th day of April 2004

SHARBRO OIL LTD CO.

BY: _____
Manager

TRANSFEREE

Executed this 28th day of April 2004

YATES PETROLEUM CORPORATION
YATES DRILLING COMPANY

BY: _____
Peyton Yates, Attorney-in-fact for Yates Petroleum Corporation and Yates Drilling Company

Executed this 28th day of April 2004

ABO PETROLEUM CORPORATION

BY: _____
John A. Yates, Jr., Attorney-in-fact for Abo Petroleum Corporation

Executed this 28th day of April 2004

SHARBRO OIL LTD CO.

BY: _____
Manager

Executed this 28th day of April 2004

MYCO INDUSTRIES INC.

BY: _____
Frank Yates, Jr., Attorney-in-fact for Myco Industries nc.

* Transferor's reserve a 12.5% overriding royalty as to that certain farmout agreement dated August 21, 2001, between Sacramento Partners Limited Partnership, et al. and Yates Petroleum Corporation, et al.

[SUBLETTE COUNTY WYOMING]

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT

THIS INSTRUMENT CONTAINS A GRANT OF A SECURITY INTEREST BY A TRANSMITTING UTILITY. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN, AMONG OTHER PLACES, THE REAL ESTATE RECORDS. PRODUCTS AND PROCEEDS OF THE MORTGAGED PROPERTY ARE ALSO COVERED. THIS INSTRUMENT COVERS FIXTURES IN WHICH MORTGAGOR OWNS AN INTEREST. THIS INSTRUMENT CONTAINS AN ASSIGNMENT OF RENTS AND LEASES. THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY AND FUTURE ADVANCE PROVISIONS.

FROM

WILLIAMS GAS PROCESSING COMPANY
Organizational ID No.: DE2264913,
as Mortgagor

each with an address of:
One Williams Center
Tulsa, Oklahoma 74172

TO

CITICORP USA, INC., as Collateral Agent and Mortgagee

with an address of:

2 Penns Way, Suite 200
New Castle, Delaware 19720

May 3, 2004

****

RECORDED DOCUMENT SHOULD BE RETURNED TO:

BRACEWELL & PATTERSON, L.L.P.
711 Louisiana, South Tower Pennzoil Place, Suite 2900
Houston, Texas 77002
Attn: Bryan E. Loocke

304157

RECORDED May 19 2004 2:50PM
IN BOOK 127 046 PAGE 369
FEES $ 781.00 Mary L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, FIXTURE FILING,
AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT (this "*Mortgage*") is executed and delivered by each of Williams Gas Processing Company ("*Mortgagor*"), each with an address of One Williams Center, Tulsa, Oklahoma 74172, to Citicorp USA, Inc. ("*Mortgagee*"), with an address of 2 Penns Way, Suite 200, New Castle, Delaware 19720, as Collateral Agent under the Credit Agreement for the benefit of the Financial Institutions.

PRELIMINARY STATEMENTS

A. The Williams Companies, Inc., a Delaware corporation (the "Company"), Northwest Pipeline Corporation, a Delaware corporation ("NWP"), and Transcontinental Gas Pipe Line Corporation, a Delaware corporation ("TGPL", and together with TWC and NWP, the "Borrowers") have entered into a Credit Agreement dated as of May 3, 2004 (as amended or otherwise modified from time to time, the "Credit Agreement", the defined terms of which are used in this Mortgage as defined therein unless otherwise defined herein), together with Citicorp USA, Inc., as administrative agent and collateral agent ("Collateral Agent"), Bank of America, N. A., as syndication agent ("Syndication Agent"), Citibank, N.A. and Bank of America, N.A., as issuing banks ("Issuing Banks") and the banks named therein (the "Banks"), and JPMorgan Chase Bank, The Bank of Nova Scotia and The Royal Bank of Scotland PLC as co-documentation agents (collectively, the "Co-Documentation Agents") and Citigroup Global Markets Inc. and Banc of America Securities LLC as joint lead arrangers and co-book runners (collectively, the "Co-Arrangers") providing for the extension of credit and the issuance of Letters of Credit. The Collateral Agent, Syndication Agent, Issuing Banks, Banks, Co-Documentation Agents and Co-Arrangers and each of the successors and permitted assigns of the foregoing are collectively referred to herein as the "Financial Institutions."

B. It is a condition to certain transactions under the Credit Documents that Mortgagor shall have executed and delivered this Mortgage to the Collateral Agent for the benefit of the Financial Institutions.

C. The Company is the principal financing entity for all capital requirements of certain of its Subsidiaries, and from time to time the Company has made capital contributions and advances to certain of its Subsidiaries, including Mortgagor. Mortgagor is a wholly owned Subsidiary of the Company and will derive substantial direct or indirect benefit from the transactions contemplated by the Credit Documents.

AGREEMENT

NOW, THEREFORE, Mortgagor hereby delivers this Mortgage to Mortgagee in accordance with the terms and conditions below.

[redacted] [redacted] [redacted]

ARTICLE 1
DEFINITIONS; INTERPRETATION

1.1 "*Accounts*" means "accounts" as that term is defined in the UCC.

1.2 "*Applicable Law*" or "*Applicable Laws*" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over Mortgagor, the Company, Mortgagee, the Mortgaged Property or any of the Credit Documents, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to Mortgagor, the Company, Mortgagee, the Mortgaged Property or the Credit Documents.

1.3 "*Assigned Books and Records*" means all documents, instruments, papers, books, records, books of account, files and data (including customer and supplier lists), catalogs, brochures, sales literature, promotional material, certificates and other documents used in or associated with the ownership or operation of the Mortgaged Property, including without limitation financial statements, ledgers, minute books, operating data and environmental studies and plans. Such term does not include any of the personal property listed in the immediately foregoing sentence which relate exclusively to organizational or governance proceedings of Mortgagor.

1.4 "*Collateral Permitted Liens*" has the meaning given to such term in the Credit Agreement.

1.5 "*Credit Documents*" has the meaning given to such term in Credit Agreement.

1.6 "*Data*" means all (a) engineering and other technical data, summaries, reports, drawings and maps, whether written or in electronically reproducible form, that are in the possession of Mortgagor and that relate to any other portion of the Mortgaged Property; and (b) all other books, records, files and magnetic tapes containing financial, title or other information that are in the possession of Mortgagor and relate to, are necessary for, or are used or held for use in connection with any other portion of the Mortgaged Property.

1.7 "*Contract*" or "*Contracts*" means all contracts to which Mortgagor now is, or hereafter will be, bound, or a party, beneficiary or assignee (other than rights evidenced by Chattel Paper, Documents or Instruments (as such terms are defined in the Midstream Security Agreement), including all Insurance Contracts (as such term is defined in the Midstream Security Agreement, and all exhibits, schedules and other attachments to such contracts, as the same may be amended, supplemented or otherwise modified or replaced from time to time.

1.8 "*Default Rate*" shall mean, to the fullest extent permitted by law, an interest rate per annum at all times equal to the sum of (x) the Base Rate in effect from time to time plus (y) the Applicable Margin in effect from time to time for TWC as to Base Rate Advances plus (z) 2% per annum (without duplication of any default interest payable under Section 2.13(b) of the Credit Agreement).

1.9 "*Excluded Assets*" has the meaning given to such term in the Credit Agreement.

1.10 "*Event of Default*" has the meaning given to such term in the Credit Agreement.

1.11 "*Financial Institutions*" has the meaning given to such term in paragraph A of the Preliminary Statements above.

1.12 "*Fixtures*" means any fixture or fixtures now or hereafter owned or leased by Mortgagor, or in which any Mortgagor holds or acquires any other right, title or interest, constituting "fixtures" under the UCC or that is considered a "fixture" under the law of the state in which such property is located. "Fixtures" as used in this Mortgage includes, but shall not be limited to, Equipment constituting "fixtures" under the UCC or under the law of the state in which such property is located, all pipe that comprises part of any pipeline system owned by such Mortgagor, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, including all improvements thereon and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto together with all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, and accessions of any of the foregoing.

1.13 "*Fixture Operating Equipment*" means any equipment related to or used in connection with the operation of Fixtures, including, without limitation, the items described in the first sentence of the definition of Operating Equipment (as hereinafter defined), which as a result of being incorporated into realty or structures or improvements located therein or thereon, with the intent that they remain there permanently, constitute fixtures under the laws of the state in which such equipment is located.

1.14 "*General Intangible*" or "*General Intangibles*" means all general intangibles now or hereafter owned by Mortgagor, or in which Mortgagor holds or acquires any other right, title or interest, constituting "general intangibles" or "payment intangibles" under the UCC, including, but not limited to, all trademarks, trademark applications, trademark registrations, trade names, fictitious business names, business names, company names, business identifiers, prints, labels, trade styles and service marks (whether or not registered), trade dress, including logos and/or designs, copyrights, patents, patent applications, goodwill of such entity's or its affiliate's business symbolized by any of the foregoing, trade secrets, license rights, license agreements, permits, franchises, and any rights to tax refunds to which Mortgagor is now or hereafter may be entitled, provided, however that "General Intangibles" shall not include any general or limited partnership interests, limited liability company interests, trust interests, joint ventures interests or any other similar equity ownership rights arising under the law of any jurisdiction.

1.15 "*Governmental Authority*" has the meaning given to such term in the Credit Agreement.

1.16 "*Hazardous Substance*" has the meaning given to such term in the Credit Agreement.

1.17 "*Hazardous Waste*" has the meaning given to such term in the Credit Agreement.

1.18 "*Indemnified Parties*" means the Mortgagee and the Financial Institutions, together with each of their respective shareholders, directors, officers, agents, advisors and employees.

[redacted] [redacted] [redacted]

1.19 "*Land*" means all that certain real property described on Exhibit A attached hereto and incorporated herein by this reference or the descriptions of which are incorporated by reference to another instrument or document described or referred to in Exhibit A, together with all of the easements, strips and gores of land, vaults, streets, ways, alleys, passages, rights, rights of way, building restriction lines, covenants, conditions and restrictions of record, privileges, franchises, tenements, reversions and remainders, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto and/or to the improvements located on such real property or any part thereof, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired

1.20 "*Leases*" means all leases or subleases covering the Land or any portion thereof now or hereafter existing or entered into where Mortgagor is the lessor, lessee, sublessor or sublessee, as applicable.

1.21 "*Lien Rights*" means all liens and security interests in favor of Mortgagor, whether choate or inchoate, under any law, rule, security agreement or regulation or under any of the Contracts or otherwise arising from such Mortgagor's ownership or operation of any Mortgaged Property.

1.22 "*Midstream Security Agreement* means that certain Midstream Security Agreement dated as of April 30, 2004 among Williams Gas Processing Company, Williams Field Services Company, and Williams Gas Processing – Wamsutter Company and any Subsidiaries that subsequently becomes a party thereto, as such may be modified or amended from time to time.

1.23 "*Mortgaged Property*" means all of Mortgagor's right, title, and interest in and to (x) the Land, (y) with respect to the lien of this Mortgage, the following, to the extent each of subsections (b) through (n) relate to or are located in or upon the Land, and (z) with respect to the security interest granted to Mortgagee pursuant to this Mortgage, each of subsections (a) through (n) to the extent such property is capable of being encumbered by the security interest:

(a) the Land;

(b) the Rents;

(c) the Leases;

(d) the Fixtures;

(e) the Pipelines;

(f) the Western Midstream Assets;

(g) the Pipeline Servitudes;

(h) the Operating Equipment;

(i) the Assigned Books and Records;

(j) the General Intangibles;

(k) the Lien Rights;

(l) the Accounts;

(m) the Data; and

(n) any other real, personal or mixed property owned by Mortgagor (i) which comprises a part of, is necessary for, is used or is held for use in connection with the Land, the Western Midstream Assets, the Pipelines, the Operating Equipment, or any other portion of the Mortgaged Property described in this Mortgage or (ii) any of the foregoing acquired by any Mortgagor at any time after the date of this Mortgage;

and specifically excluding (a) the Excluded Assets and (b) any other property to the extent that a grant of a security interest therein or a lien thereupon (i) is prohibited by any Governmental Requirement, (ii) requires a consent not obtained of any Governmental Authority or (iii) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Governmental Requirement or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective or unenforceable under applicable law.

1.24 "*Operating Equipment*" shall mean all personal property, surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on or under or affixed to any of the Lands, the Pipelines, the Pipeline Servitudes or now or hereafter used, held for use in connection with the development and operation of the Lands, the Pipelines, the Pipeline Servitudes, the Western Midstream Assets and the treatment, storage, processing or transportation of hydrocarbons, including, without limitation, all gas processing plants, casing, tubing, rods, pumps, pumping units and engines, derricks, separators, gun barrels, flow lines, tanks, tank batteries, gas systems (for gathering, treating, compression, disposal or injection), chemicals, solutions, water systems (for treating, disposal and injection), pipe, pipelines, meters, apparatus, boilers, compressors, liquid extractors, connectors, valves, fittings, power plants, poles, lines, cables, wires, transformers, starters and controllers, machine shops, tools, machinery and parts, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, fixtures, and other appurtenances, appliances and property of every kind and character, movable or immovable, together with all improvements, betterments and additions, accessions and attachments thereto and replacements thereof. Without limiting the generality of the foregoing, the "Operating Equipment" shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that such items no longer remain personalty under the laws of the state in which such equipment is located.

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1.25 "*Personal Property*" means any portion of the property comprising the Mortgaged Property that is considered personal property under the law of the state in which such property is located such that the security interest granted by Mortgagor to Mortgagee attaches to such property.

1.26 "*Pipelines*" means the pipeline gathering system or systems and all of the accessories or component parts thereto, whether or not particularly described herein, constructed for the transmission of hydrocarbons, and includes without limitation, all casings surrounding any piping, all casing seals, casing insulators and casing vents, and all joints, connections or phalanges, and all compressor, tank and pump sites, pipe, pipe racks, pumps, engines, compressors, compressor stations, block valves, heaters, measurement and pigging facilities, tanks, and all markers, including caution signs, aerial markers, navigable waterway marks, mile posts, and ground markers, and all cathodic protection test stations, and all surface or underground facilities, and all fences, and all valves, meters, pressure gauges and other gauges, and all interconnections with other pipelines, and all side valves, blowdown valves, mainline valves, and all test leads, and all materials or component parts of any portion of the Pipelines or the above-described component parts as presently existing or as hereafter existing whether as a result of repair, replacement or addition and whether attached to, incorporated with the Pipelines or used in connection with the Pipelines insofar as Mortgagor has any right, title or interest in the such repairs, replacements or additions.

1.27 "*Pipeline Servitudes*" means any and all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, and similar rights and interests to the extent applicable to or used in connection with the ownership or operations of the Pipelines, including, without limitation, all such assets, rights and instruments described on Exhibit A.

1.28 "*Rents*" means all rents, issues, profits, royalties, income and other benefits derived from the property comprising the Mortgaged Property.

1.29 "*Secured Obligations*" means the Obligations (as such term is defined in the Credit Agreement).

1.30 "*State*" means the state in which the Land is located.

1.31 "*State Laws*" means the laws of the State.

1.32 "*UCC*" means, at any time, the Uniform Commercial Code in effect in the State of New York at that time.

1.33 "*Western Midstream Assets*" has the meaning set forth in the Credit Agreement.

1.34 INTERPRETATION. All other capitalized terms which are used in this Mortgage, and which are not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement. All meanings assigned to any defined terms used in this Mortgage, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such

instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage.

ARTICLE 2
CREATION OF SECURITY

2.1 **Granting Clause**.

(a) CONVEYANCE. In consideration of the advance or extension by the Financial Institutions of the funds or credit constituting the Secured Obligations, and as security for the prompt and complete payment and performance when due of all Secured Obligations, Mortgagor, by this Mortgage does hereby grant, convey, sell, transfer, and assign with a general warranty of title, for the uses, purposes and conditions hereinafter set forth the Mortgaged Property unto Mortgagee WITH (EXCEPT AS OTHERWISE HEREIN PROVIDED) MORTGAGE COVENANTS (and upon the statutory mortgage condition, for the breach of which this Mortgage is subject to foreclosure, as provided by law), to secure the payment and performance of the Secured Obligations.

(b) SECURITY INTEREST. For the same consideration and to further secure the Secured Obligations, Mortgagor hereby grants to Mortgagee a security interest in and to the Mortgaged Property.

TO HAVE AND TO HOLD THE MORTGAGED PROPERTY, whether now owned or hereafter acquired, unto Mortgagee, and to its successors and assigns forever, together with all and singular the rights and appurtenances thereto in anywise belonging, to secure payment of the Secured Obligations and the performance of the covenants of Mortgagor contained in this instrument. Mortgagor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Mortgaged Property unto the Mortgagee, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, however, subject to all Collateral Permitted Liens. A portion of the Secured Obligations has a stated maturity date of April 30, 2007.

2.2 **Assignment of Liens and Security Interests**. For the same consideration and to further secure the Secured Obligations, Mortgagor hereby assigns and conveys to Mortgagee for its benefit all Lien Rights held by Mortgagor.

2.3 **Assignment of Rents and Leases**. Mortgagor hereby assigns, transfers, conveys and sets over to Mortgagee all of Mortgagor's estate to and under the Leases, whether existing on the date hereof or hereafter entered into, together with any changes, extensions, revisions or modifications thereof and all rights, powers, privileges, options and other benefits of Mortgagor as the lessor under the Leases regarding the current tenants and any future tenants, and all the Rents from the Leases, including those now due, past due or to become due. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time during the existence of an Event of Default, to take possession and control of the applicable portions of the Mortgaged Property, pursuant to Mortgagor's rights

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under the Leases, to exercise any of Mortgagor's rights under the Leases, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Mortgagor or Mortgagee, for all of the Rents. The power of attorney granted hereby shall be coupled with an interest. Mortgagor hereby agrees to reimburse Mortgagee for all losses, costs, damages, fees and expenses whatsoever associated with the exercise of this power of attorney, and Mortgagor hereby releases Mortgagee from all liability (other than as a result of the gross negligence or willful misconduct of Mortgagee) whatsoever for the exercise of the foregoing power of attorney and all actions taken pursuant thereto. Such power of attorney is irrevocable until the Credit Agreement has been terminated and the Obligations have been fully satisfied. The consideration received by Mortgagor to execute and deliver this assignment and the liens and security interests created herein are legally sufficient and will provide a direct economic benefit to Mortgagor. It is intended by Mortgagor and Mortgagee that the assignment set forth herein constitutes an absolute assignment and not merely an assignment for additional security. Notwithstanding the foregoing, this assignment shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions of Mortgagor contained in the Leases or otherwise to impose any obligation upon Mortgagee, and, so long no Event of Default shall have occurred and be continuing, Mortgagor shall have a license, revocable by Mortgagee during the existence of an Event of Default, to possess and control the Land and collect and receive all Rents. Upon an Event of Default, such license shall be automatically revoked.

2.4 **Security for Obligations**. The Liens and other rights granted pursuant to Section 2.1 of this Mortgage secure, and the Mortgaged Property is security for, the prompt performance and payment in full in cash when due, whether at stated maturity, by acceleration or otherwise, of the Secured Obligations. Notwithstanding that the balance of the Secured Obligations may at certain times be zero and that no Secured Obligations may at certain times be outstanding, the Liens granted hereunder and this Mortgage shall remain in full force and effect at all times and with the same priority until the payment in full in cash of the Secured Obligations and the expiration or termination of the Credit Documents.

2.5 **PRODUCTS AND PROCEEDS**. THE LIENS AND SECURITY INTERESTS GRANTED BY MORTGAGOR TO MORTGAGEE UNDER THIS MORTGAGE INCLUDE ALL PRODUCTS AND PROCEEDS OF THE MORTGAGED PROPERTY.

2.6 **Maximum Indebtedness**. The Secured Obligations shall not at any one time exceed the sum of $2,000,000,000.00, which shall constitute the maximum amount at any time secured hereby.

2.7 **Actions Prior to Event of Default**. With respect to Mortgagor's obligation pursuant to Sections 5.1(e)(i), 5.1(g), and 5.1(l)(i) of the Credit Agreement to cause an Acceptable Security Interest in the Collateral described in this Mortgage to be created, unless an Event of Default has occurred and is continuing, such obligation shall be satisfied by the recording of this Mortgage and the filing of applicable financing statements pursuant to Section 3.4 hereof. Subject to Mortgagor's compliance with the obligations described in the previous sentence, Mortgagor shall not be required to take any further action with respect to the granting or perfection of a security interest in the Collateral covered hereby, including without limitation, providing the Mortgagee with "control" (within the meaning of Section 8-106 of the UCC) of any deposit accounts, securities accounts or other account or taking any action with respect to

Titled Vehicles (as such term is defined in the Midstream Security Agreement), unless an Event of Default has occurred and is continuing. Following the occurrence and during the continuance of an Event of Default and upon Mortgagee's request, Mortgagor shall promptly take all actions required by the Mortgagee to cause an Acceptable Security Interest to exist in all Collateral, including, without limitation, the Mortgaged Property.

2.8 Obligations Absolute. Each Mortgagor agrees, severally, that it will perform its obligations hereunder strictly in accordance with the terms of this Mortgage regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the Secured Obligations of the other Credit Parties or the rights of any of the Financial Institutions with respect thereto. The liability of each of the Mortgagor under this Mortgage shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any Credit Document;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other liabilities, or any other amendment or waiver of or any consent to departure from any Credit Document, including, without limitation, any increase in the Secured Obligations or any other liabilities resulting from the extension of additional credit or otherwise;

(c) any liquidation, dissolution or termination of existence of, or other change in, any Borrower or any other Person;

(d) any bankruptcy, insolvency, receivership or other proceeding involving any Borrower, any one or more of the Mortgagors, or any other Person or any defense that may arise in connection with or as a result of any such bankruptcy, insolvency, receivership or other proceeding or otherwise;

(e) any taking, exchange, release or non-perfection of any Mortgaged Property, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations or any other liabilities;

(f) any manner of application of Mortgaged Property, or proceeds thereof or of collections on account of any guaranty, to all or any of the Secured Obligations or any other liabilities, or any manner of sale or other disposition of any Mortgaged Property for all or any of the Secured Obligations or any other liabilities or of any other Mortgaged Property of any Borrower, any one or more of the Mortgagors, or any other Person; or

(g) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Borrower, any one or more of the Mortgagors, a surety or any other Person (other than the satisfaction of the Secured Obligations).

ARTICLE 3
REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1 **Representations and Warranties**. In addition to such representations and warranties as are made by the Borrowers, and by and on behalf of the Mortgagor under the

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Credit Documents, which representations and warranties are hereby deemed made and incorporated into this Mortgage each as though set forth in its entirety herein, Mortgagor, represents, warrants and covenants, as of the date hereof and as of the date of each extension of credit under any of the Credit Documents, as follows:

(a) Mortgagor hereby binds itself, its legal representatives, successors and assigns, to warrant and forever defend all and singular the above-described property, rights, and interests constituting the Mortgaged Property to the Mortgagee and to the successors and assigns of the Mortgagee forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, provided, however, subject to all Collateral Permitted Liens.

(b) All material rentals and other material payments due under or with respect to the applicable Mortgaged Property have been properly and timely paid prior to delinquency (except where the validity or amount thereof is being contested in good faith by appropriate proceedings).

(c) ADDRESS AND IDENTIFICATION INFORMATION.

(i) Mortgagor's (x) federal tax identification number, (y) state of formation or organization, as applicable and (z) correctly-spelled name is set forth on Schedule I attached hereto.

(ii) Mortgagor's address is set forth on Schedule I hereto, and there has been no change of Mortgagor's name during the four months preceding the date of this Mortgage.

3.2 **Further Assurances**. Mortgagor covenants that Mortgagor shall, from time to time and at its sole expense, execute and deliver all such other and further instruments and documents, and shall do such other and further acts as in the opinion of Mortgagee or any of the other Financial Institutions may be reasonably necessary or desirable to implement or effectuate the provisions of this instrument and to perfect and continue the lien granted or intended to be granted hereby, including, without limitation, the following:

(a) correction of any defect in the execution or acknowledgment of this Mortgage; and

(b) correction of any defect which may hereafter be discovered in the description of or title to the Mortgaged Property or priority of the lien granted pursuant to this instrument, subject to the Collateral Permitted Liens.

3.3 **Covenants**. In addition to such covenants as are made by the Borrowers, and by and on behalf of the Mortgagor under the Credit Documents, which covenants (whether positive or n egative c ovenants) a re h ereby d eemed m ade a nd i ncorporated i nto t his M ortgage each as though set forth in its entirety herein, Mortgagor, covenants that it shall permit and do all things necessary or proper to enable Mortgagee to enter upon the Land for the purpose of investigating and inspecting the condition and operations of the Mortgaged Property in accordance with the terms of the Credit Documents;

3.4 **Recording**. Mortgagor shall promptly (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Mortgaged Property is located and at such times and as often as may be necessary to preserve, protect and renew the Lien and security interest herein created and in a form reasonably acceptable to Mortgagee on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any requirement by any Governmental Authority for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Mortgaged Property.

3.5 **After-Acquired Mortgaged Property**. Any and all of the Mortgaged Property which is hereafter acquired shall immediately, without further conveyance, assignment, or act on the part of Mortgagor or Mortgagee, become and be subject to the lien granted pursuant to this instrument as fully and completely as though specifically described herein.

3.6 **Indemnity**.

(a) Mortgagor shall indemnify and hold harmless the Indemnified Parties from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and legal expenses) directly or indirectly arising out of or attributable to the use, generation, manufacture, reproduction, storage, release, threatened release, spill, discharge, disposal or presence of a Hazardous Substance or Hazardous Waste, including, without limitation, the costs of any required or necessary repair, cleanup or other remedial work with respect to the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans, provided that Mortgagor shall have no reimbursement obligation with respect to losses, claims, damages, liabilities, costs, or expenses to the extent they are caused by or arise from an Indemnified Party's gross negligence or willful misconduct.

(b) Mortgagor shall, upon demand by Mortgagee, reimburse the Indemnified Parties for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless the Indemnified Parties from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by the Indemnified Parties by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against Mortgagee on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage, the other Credit Documents or any of the Secured Obligations provided that Mortgagor shall have no reimbursement obligation with respect to losses, claims, damages, liabilities, costs, or expenses to the extent they are caused by or arise from an Indemnified Party's gross negligence or willful misconduct. The foregoing indemnity shall survive payment and performance of this Mortgage and/or any termination, release, or discharge hereof executed by Mortgagee in favor of Mortgagor. WITHOUT LIMITATION, THE FOREGOING

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INDEMNITY SHALL APPLY TO THE INDEMNIFIED PARTIES WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), JUDGMENTS, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES.

(c) Notwithstanding anything to the contrary herein or in any other document evidencing, securing or setting forth the terms of the Secured Obligations, nothing shall give Mortgagee the right to influence or direct hazardous waste disposal decisions or treatments, such decisions or treatments being the sole responsibility of Mortgagor.

ARTICLE 4
DEFAULT

4.1 **Acceleration Upon Default**. Subject to compliance with the applicable terms of the Credit Agreement, upon the occurrence and during the continuance of any Event of Default, Mortgagee may, declare the entire unpaid principal of, and the interest accrued on, and all other amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, or requirement of presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy provided in this Mortgage or otherwise existing under any of the Credit Documents.

ARTICLE 5
REMEDIES

5.1 **Remedies**. Upon the occurrence and during the continuance of an Event of Default, subject to compliance with the applicable terms of the Credit Agreement, Mortgagee may declare all or any part of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any requirement of presentment, demand, protest or notice (including notice of intent to accelerate and notice of acceleration) of any kind except as otherwise expressly provided herein. Furthermore, upon the occurrence and during the continuance of an Event of Default, Mortgagee may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, take any action described herein, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection including reasonable attorneys' fees, upon the Secured Obligations, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Property, the taking of any action described

herein, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for in any of the Credit Documents or by law upon any Event of Default;

(b) Exercise any or all of the remedies available to a secured party under the UCC, including, without limitation:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Personal Property and exclude Mortgagor and all others claiming under Mortgagor therefrom, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Credit Documents, Mortgagor hereby promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all reasonable expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Personal Property or any portion thereof, at the Land, and promptly to deliver such Personal Property to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives, shall have the right to enter upon any or all of such Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale;

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give the Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice shall be delivered as provided in Section 6.14 hereof. Mortgagor hereby acknowledges and agrees that delivery of such notice

to the Company in accordance with this Mortgage shall constitute adequate delivery of such notice to Mortgagor; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the other Mortgaged Property under a judicial foreclosure upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the other Mortgaged Property under a judicial foreclosure, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(c) Commence an action to foreclose this Mortgage in a single parcel or in several parcels, appoint a receiver, specifically enforce any of the covenants hereof or sell Mortgagor's interest in the Mortgaged Property pursuant to a judicial foreclosure;

(d) The proceeds of any sale of the Mortgaged Property or any part thereof arising out of Mortgagee's exercising any remedy described herein, shall be applied (i) first, to payment of all reasonable costs, fees and expenses, including claims for indemnity and reasonable attorneys' fees and expenses incurred by Mortgagee in foreclosing this Mortgage, (ii) second, to the payment of the Secured Obligations and/or deposited into a LC Cash Collateral Account in accordance with the applicable provisions of the Credit Agreement, and (iii) third, the remainder, if any, shall be paid to Mortgagor, or to Mortgagor's successors or assigns, or such other persons as may be entitled thereto. Mortgagor shall be liable for any remaining deficiency remaining after sale.

5.2 **Appointment of Receiver**. If an Event of Default shall have occurred and be continuing, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Mortgaged Property or the interest of Mortgagor therein, or the insolvency of Mortgagor or the then-owner of the Mortgaged Property, may seek the appointment of a receiver for the Mortgaged Property upon *ex parte* application to any court of competent jurisdiction. Mortgagor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver shall be empowered to, among other things, (a) take possession of the Mortgaged Property and any businesses conducted by Mortgagor thereon and any business assets used in connection therewith, (b) exclude Mortgagor and Mortgagor's agents, servants and employees from the Mortgaged Property, or, at the option of the receiver, in lieu of such exclusion, to collect a fair market rental from any such Persons occupying any part of the Mortgaged Property, (c) collect the Rents, (d) do such maintenance and make such repairs and alterations as the receiver deems necessary, (e) use all stores of materials, supplies and maintenance equipment on the Mortgaged Property and replace such items at the expense of the receivership estate, (f) pay all taxes and assessments against the Mortgaged Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (g) request that Mortgagee advance such funds as may reasonably be necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Mortgagee, but not at an interest rate in excess of the Default Rate, and (h) generally do anything that Mortgagor could legally do if Mortgagor was in possession of the Mortgaged Property. All reasonable expenses

incurred by the receiver or his agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Secured Obligations.

5.3 **Waiver of Marshalling, Appraisement**. Mortgagor agrees, to the full extent that such Mortgagor may lawfully so agree, that such Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Mortgaged Property, including without limitation, the Land, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and such Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, hereby waives the benefit of all such laws and, to the extent that such Mortgagor may lawfully do so under any Applicable Law, any and all rights to have the Mortgaged Property, including without limitation, the Land, marshaled upon any foreclosure of the Lien hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Mortgaged Property, including without limitation, the Land, in part, in parcels or as an entirety as directed by Mortgagee.

5.4 **Account Debtors**. Mortgagee may, in its discretion, after the occurrence and during the continuance of an Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

5.5 **Costs and Expenses**. All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by Mortgagee or any receiver appointed hereunder) in protecting and enforcing its rights hereunder during the existence of an Event of Default shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Secured Obligations. Mortgagor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Mortgagee at the Default Rate.

5.6 **Right of Set-off**. Under the circumstances described in Section 8.14 of the Credit Agreement, the Mortgagee and the Financial Institutions shall have the right of set-off following an Event of Default under this Mortgage.

5.7 **Remedies for Assignment of Rents and Leases**.

(a) During the existence of any Event of Default, Mortgagee may, at any time without notice (except if required by Applicable Law), either in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, and at its sole election (without any obligation to do so), enter upon and take possession and control of the affected portion of the Mortgaged Property, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Mortgaged Property, including, but not limited to, executing, canceling or modifying the Leases, making repairs to the Mortgaged Property, execute or terminate contracts providing for the management or maintenance of the Land, all on such terms as are deemed best to protect the security of this assignment, and in Mortgagee's or Mortgagor's name, suing for or otherwise collecting such Rents as specified in this Mortgage as the same become due and payable, including, but not limited to, Rents then due and unpaid. Mortgagee may so sue for or otherwise collect such Rents with or without taking possession of the affected portion of the Mortgaged Property. Mortgagor agrees that upon an Event of Default, each tenant under any of the Leases shall make its rent payable to and pay such rent to Mortgagee (or Mortgagee's agents) on Mortgagee's written demand therefor, delivered to such tenant, as permitted under the applicable Lease, without any liability on the part of said tenant to inquire further as to the existence of an Event of Default by Mortgagor.

(b) Rents collected during the existence of any Event of Default shall be applied at the direction of, and in such order as determined by, Mortgagee to the costs, if any, of taking possession and control of and managing the affected portion of the Mortgaged Property and collecting such amounts, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to such portion of the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on such portion of the Mortgaged Property, and the costs of discharging any obligation or liability of Mortgagor with respect to the Leases and to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the Assigned Books and Records used in the operation and maintenance of the affected portion of the Mortgaged Property and shall be liable to account only for those Rents actually received.

(c) Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the affected portion of the Mortgaged Property by reason of anything done or left undone by Mortgagee hereunder, except to the extent of Mortgagee's gross negligence or willful misconduct.

(d) Any entering upon and taking possession and control of the affected portion of the Mortgaged Property by Mortgagee or the receiver and any application of Rents as provided herein shall not cure or waive any Event of Default hereunder or invalidate any other right or remedy of Mortgagee under Applicable Law or as provided herein.

5.8 **Remedies Not Exclusive**. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this

Mortgage or under any Credit Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Credit Documents to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

ARTICLE 6
MISCELLANEOUS

6.1 **Advances by Mortgagee**. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee may, but will not be obligated to, make advances to perform the same on such Mortgagor's behalf, and Mortgagor hereby agree to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee at the Default Rate. All such advances shall be additional indebtedness secured by this Mortgage and shall be Obligations under the Credit Documents. No such advance will be deemed to relieve Mortgagor from any default hereunder.

6.2 **Defense of Claims**. After the occurrence and during the continuance of an Event of Default, Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting any Mortgagor's title to the Mortgaged Property or Mortgagee's Lien or security interest in the Mortgaged Property, or any part thereof. Mortgagor shall take such action as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby and shall adequately and vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Mortgaged Property. Moreover, after the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as it may in its discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Mortgaged Property. All reasonable costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 6.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Mortgaged Property or the transactions contemplated in this Mortgage shall be paid by Mortgagor on demand plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee at the Default Rate.

6.3 **Survival**. All indemnifications herein shall survive the payment of the Secured Obligations and the termination or non-renewal of any of the Credit Documents.

6.4 **Amendments and Other Security**. Mortgagee may take or hold other security for the Secured Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Secured Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

6.5 **Security Agreement, Financing Statement and Fixture Filing**. This Mortgage will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. As a financing statement, this Mortgage is intended to cover all of the Personal Property. **THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ANY FIXTURE INCLUDED WITHIN THE MORTGAGED PROPERTY**. This Mortgage shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Land and Fixtures are located as well as the Uniform Commercial Code records of the Secretary of State or other appropriate office of the state in which any Mortgaged Property is located. At Mortgagee's request Mortgagor shall execute financing statements covering the Personal Property, which financing statements may be filed in the appropriate office of the state in which any of the Mortgaged Property is located or where Mortgagor has its principal place of business or in the county where Mortgagor has its principal place of business. Furthermore, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage. A photographic or other reproduction of this Mortgage shall be sufficient as a financing statement.

6.6 **Unenforceable or Inapplicable Provisions**. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof.

6.7 **Rights Cumulative**. Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.8 **Waiver by Mortgagee**. Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

6.9 **Terms**. The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

6.10 **Counterparts**. This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which will be identical except that, to facilitate recordation, in certain counties counterpart portions of Exhibit A hereto which describe properties situated in counties other than the counties in which such counterpart is to be recorded may be omitted.

6.11 **Governing Law**. To the extent, and only to the extent, that an election of the laws of a forum other than the State would be ineffective under the State Laws, the validity, construction, and enforcement of this instrument shall be governed by the State Laws applicable to contracts executed and performed entirely within that State with respect to real estate remedies, perfection and other matters so inherently local that an election of the laws of a forum other than the State would be ineffective under the State Laws. In all other respects, including, but not limited to, matters of usury law and general contract law applicable to agreements between lenders and borrowers, the validity, construction and enforcement hereof shall be determined according to the substantive laws (but not the conflicts laws) of the State of New York.

6.12 **Waiver of Jury Trial. MORTGAGOR, COLLATERAL AGENT AND THE FINANCIAL INSTITUTIONS HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, ANY OTHER CREDIT DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

6.13 **Forum Selection and Consent to Jurisdiction; Damages. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, ANY CREDIT DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE MORTGAGEE, THE FINANCIAL INSTITUTIONS, MORTGAGOR, OR THE BORROWERS IN CONNECTION HEREWITH OR THEREWITH MAY BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL MAY BE BROUGHT, AT THE MORTGAGEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL MAY BE FOUND. MORTGAGOR**

IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK AT THE ADDRESS FOR NOTICES SPECIFIED IN ACCORDANCE WITH SECTION 5.14. MORTGAGOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT MORTGAGOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, MORTGAGOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THE CREDIT DOCUMENTS. EACH OF MORTGAGOR, THE BORROWERS, THE MORTGAGEE, AND THE FINANCIAL INSTITUTIONS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 6.13 ANY EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; PROVIDED THAT NOTHING HEREIN SHALL CONSTITUTE A WAIVER BY THE AGENT, THE MORTGAGOR, ANY ISSUING BANK OR ANY BANK OF THE RIGHT TO RECEIVE FULL PAYMENT OF ALL OBLIGATIONS. MORTGAGOR HEREBY APPOINTS TWC TO SERVE AS ITS AGENT FOR SERVICE OF PROCESS ON BEHALF OF MORTGAGOR IN CONNECTION WITH THE CREDIT DOCUMENTS AND THE OBLIGATIONS.

6.14 **Notice**. All notices required or permitted to be given by Mortgagor or Mortgagee, shall be given and deemed to be received in the same manner as required or permitted pursuant to the Credit Agreement.

6.15 **Condemnation**. All awards and payments hereafter made for the taking of or injury to the Mortgaged Property or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee if required by the Credit Agreement pursuant to the terms of the Credit Agreement.

6.16 **Successors and Assigns**. This Mortgage is binding upon Mortgagor and Mortgagor's successors and assigns, and shall inure to the benefit of the Mortgagee and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

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

6.18 **No Offsets, Etc**. Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage.

****

remainder of this page intentionally blank

****

[redacted] [redacted] [redacted]

[SIGNATURE PAGE TO SUBLETTE WYOMING MORTGAGE]

EXECUTED AND DELIVERED effective as of the 3rd day of May, 2004.

MORTGAGOR:

WILLIAMS GAS PROCESSING COMPANY,
a Delaware corporation

By: _____
Printed Name: Travis N. Campbell
Title: Assistant Treasurer

THE STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

This instrument was acknowledged before me on this 3rd day of May, 2004, by Travis N. Campbell, the Assistant Treasurer of WILLIAMS GAS PROCESSING COMPANY, a Delaware corporation, on behalf of the corporation.

My Commission Expires:

MADELINE O'CONNELL
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
ROGERS COUNTY

_____
Notary Public in and for
the State of Oklahoma

Notary No. 01013017

[SIGNATURE PAGE TO SUBLETTE WYOMING MORTGAGE]

EXECUTED AND DELIVERED effective as of the 3rd day of May, 2004.

MORTGAGOR:

WILLIAMS GAS PROCESSING COMPANY,
a Delaware corporation

By: _____
Printed Name: Travis N. Campbell
Title: Assistant Treasurer

THE STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

This instrument was acknowledged before me on this 3rd day of May, 2004, by Travis N. Campbell, the Assistant Treasurer of WILLIAMS GAS PROCESSING COMPANY, a Delaware corporation, on behalf of the corporation.

My Commission Expires:

8/3/05

Notary Public in and for
the State of Oklahoma

Notary No. 01013017

[redacted] [redacted] [redacted]

EXHIBIT A

TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT

DESCRIPTION OF LAND AND PIPELINE SERVITUDES

The reference to book or volume and page herein refer to the recording location of the Land and the Pipeline Servitudes described herein in the county where the Land and the Pipeline Servitudes is located.

394

Exhibit A

WGP File #
Red Hill Compressor Station Site
Big Piney Gathering System
Permit # WYW-

A parcel of land located in Section 23, Township 29 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South West Corner (SW/c) of the South West Quarter (SW/4) of said, Section 23; thence North 89°07'00" East a distance of 680.4' to Point of Beginning (POB); thence North 89°07'00" East a distance of 150.0'; thence North 00°53'00" West a distance of 98.4'; thence South 89°17'00" West a distance of 148.5'; thence South 00°53'00" East for a distance of 89.8' to POB.

point of beginning

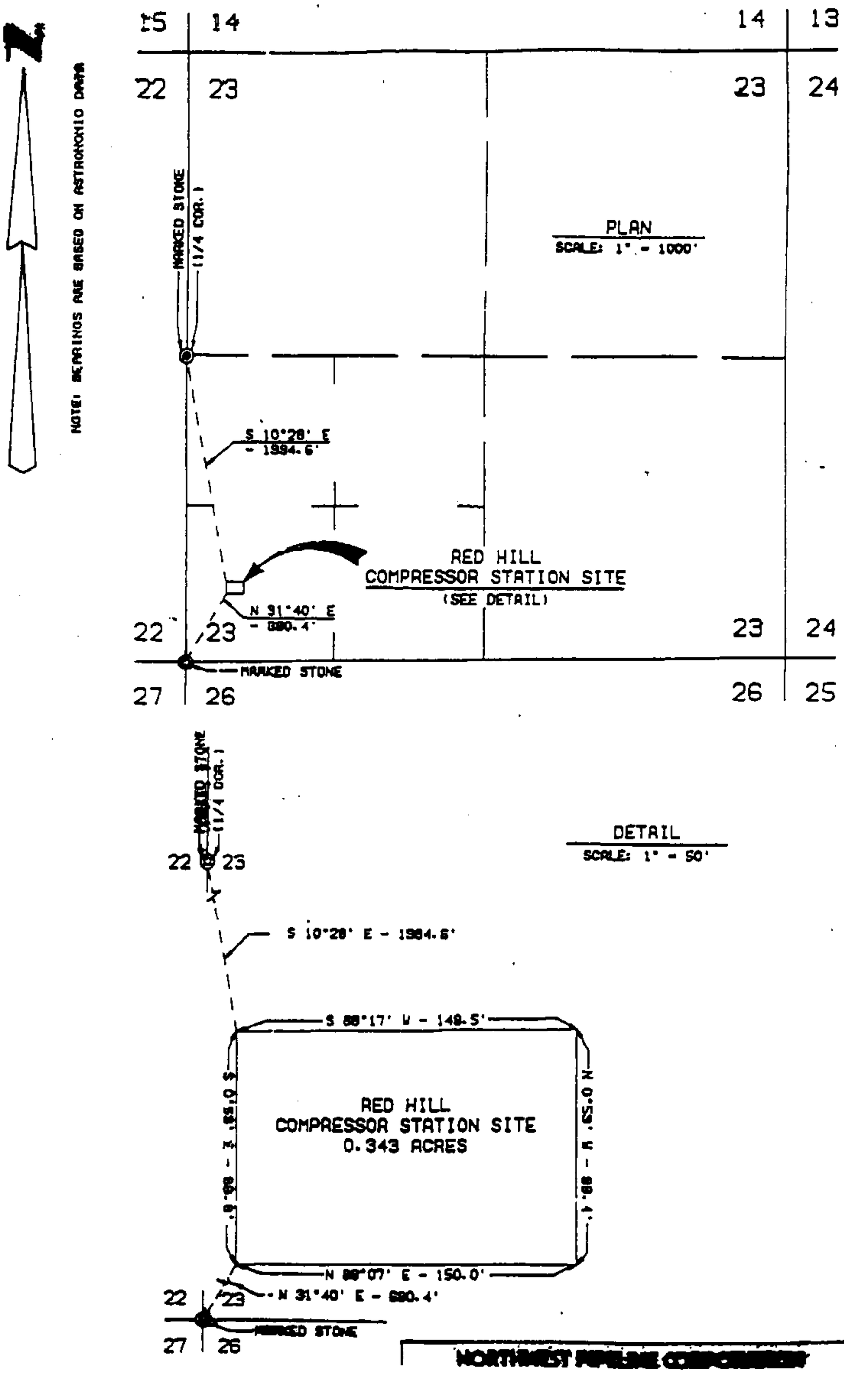

NOTE: BEARINGS ARE BASED ON ASTRONOMIC
15
14
14
13
22
23
23
24
MARKED STONE
1/4 COR.
PLAN
SCALE: 1" = 1000'
S 10°28' E
- 1994.6'
RED HILL
COMPRESSOR STATION SITE
(SEE DETAIL)
N 31°40' E
- 880.4'
22
23
23
24
MARKED STONE
27
26
26
25
MARKED STONE
1/4 COR.
22
23
DETAIL
SCALE: 1" = 50'
S 10°28' E - 1994.6'
S 88°17' W - 148.5'
N 0°53' W - 98.4'
RED HILL
COMPRESSOR STATION SITE
0.343 ACRES
N 88°07' E - 150.0'
N 31°40' E - 880.4'
22
23
MARKED STONE
27
26

Exhibit A

WGP File # 611034
Dry Piney Creek Compressor Station Site
Big Piney Gathering System
Permit # WYW-89465

A parcel of land located in Section 14, Township 28 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of the South West Quarter (SW/4) of said, Section 14; thence North 30°32'00" West a distance of 993.4' to Point of Beginning (POB); thence South 81°02'00" East a distance of 100.0'; thence South 08°55'00" West a distance of 150.0'; thence North 81°02'00" West a distance of 100.0'; thence North 08°59'00" East for a distance of 150.0' to POB.

Exhibit A

WGP File # 1080
Saddle Ridge Compressor Station Site
Big Piney Gathering System
Permit # WYW-124252

A parcel of land located in Section 32, Township 28 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of said, Section 32; thence North 58°38'27" West a distance of 1787.12' to Point of Beginning (POB); thence South 89°32'43" West East a distance of 380.0'; thence South 00°18'41" West a distance of 600.14'; thence South 89°33'43" West a distance of 331.99'; thence North 04°44'55" West for a distance of 601.75' to POB.

Exhibit A

WGP File # 2212
Hares Ear a/k/a Mountain View Compressor Station Site
Big Piney Gathering System
Permit # WYW-132030

A parcel of land located in Section 23, Township 29 North, Range 113 West of the 6th PM in Sublette County, Wyoming described as follows:
Beginning at a Monument located at the South East Corner (SE/c) of the North West Quarter (NW/4) of said, Section 23; thence South 15°07'18" East a distance of 1008.2' to Point of Beginning (POB); thence North 88°05'06" East a distance of 300.0'; thence South 01°54'54" East a distance of 300.0'; thence South 88°05'06" West a distance of 300.0'; thence North 01°54'54" East for a distance of 300.0' to POB.

[redacted] [redacted] [redacted]

Big Piney.
CS

Exhibit A

Parcel #1

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southwest corner of the hereindescribed parcel of land from which the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, bears South 27° 58' 14" East, a distance of 754.11 feet;

Thence North 19° 09' 30" West, a distance of 1089.0 feet;
Thence North 70° 50' 30" East, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 1089.0 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet to the point of beginning.

The above described parcel of land contains 29.625 acres more or less.

Parcel #2

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southwest corner of the hereindescribed parcel of land from which the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, bears South 18° 36' East, a distance of 5.05 feet, and East a distance of 122.35 feet;

Thence North 19° 09' 30" West, a distance of 700.0 feet;
Thence North 70° 50' 30" East, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 700.0 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet to the point of beginning.

The above described parcel of land contains 19.043 acres more or less.

Parcel #3

A parcel of land located in Tract 41 in Sections 20 and 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point marking the Northwest corner of Tract 43 in Section 20, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming; said point also being Corner No. 5 of said Tract 41;

Thence South 88° 39' 15" East along the South boundary line of said Tract 41, a distance of 1141.94 feet to a point, said point being North 88° 39' 15" West, a distance of 236.08 feet from the Southeast corner of said Tract 41;
Thence continuing North 19° 09' 30" West, a distance of 445.29 feet;
Thence South 70° 50' 30" West, a distance of 1185.0 feet;
Thence South 19° 09' 30" East, a distance of 6.45 feet to a point, said point bears North 89° 30' 15" East, a distance of 1225.47 feet from the Southwest corner of said Tract 41;
Thence continuing North 89° 30' 15" East, a distance of 121.74 feet to the point of beginning.

The above described parcel of land contains 6.092 acres more or less.

The combined parcels of land contain 54.760 acres more or less with all its appurtenances, water right

[redacted] [redacted] [redacted]

NORTH PINEY CREEK – FEE

A parcel of land located in Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the Southeast corner of Section 3, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming;

Thence South 88° 05' West, a distance of 244.0 feet;
Thence North 22° 35' West, a distance of 2038.0 feet;
Thence South 67° 25' West, a distance of 5.0 feet to the true point of beginning;

Thence North 22° 35' West, a distance of 25.0 feet;
Thence North 67° 25' East, a distance of 50.0 feet;
Thence South 22° 35' East, a distance of 25.0 feet;
Thence South 67° 25' West, a distance of 50.0 feet to the point of beginning.

The above described parcel of land contains 0.03 acres more or less

EXHIBIT "A"

LOCATED IN SUBLETT COUNTY, WYOMING

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91228L	ENRON MIDDLE PINEY #14-11	ROBERT	M MILLER	NW	11	29N	113W	10/10/1988	54	478
	91212	ENRON-NO CHIMNEY BUTTE #1-23	W	YOSE, JR	SW	23	28N	113W	10/26/1988	54	476
L	91212	ENRON-NO CHIMNEY BUTTE #1-23		C/O W. YOSE, JR.	SW	23	28N	113W	10/26/1988	54	476
	91223	TIP TOP #14-13G	MOBIL OIL CORP.		SW,SE	13	28N	114W	10/31/1989	56	416
2	NA	Trunk "N" Loop	CROSS LAZY TWO LAND & LIVESTOCK		NE	15	29N	113W	08/14/1989	56	47
3/A	NA	Trunk "N" Loop	FLYING "W" LAND & LIVESTOCK		E1/2	10	29N	113W	09/13/1989	56	80
4	NA	Trunk "N" Loop	BUDD & SONS LAND CO.		SE	3	29N	113W	10/10/1989	56	197
	NA	CPS #1497	JOHN	S CHRISMAN	NW	13	29N	113W	04/26/1990	57	308
	91339	MOBIL TIP TOP 61-5 WELL LINE	LILLIAN	HARROWER	NE	5	27N	113W	11/28/1990	58 MISC	215
	-	BLACK CANYON METER STATION	WILLIAM	R DEGRAW, ET AL	NE	20	28N	113W	08/09/1991	59	142
1/A	NA	TRUNK T LOOP 2 EXT	MOBIL OIL			17	28N	113W	10/15/1992	13	223
1/B	NA	TRUNK T LOOP 2 EXT	MOBIL OIL			18	28N	113W	10/15/1992	15	495
	91367	LABARGE UNIT #10	TEXACO, INC.			28,33	27N	113W	10/03/1990	58	187
	NA	TRUNK N LOOP EXT. #2	DAN	E BUDD	SE	3	29N	113W	04/07/1959	23	473
	90017L	O & U MS #1, LAT N-14 (B18)	DAN	E BUDD	SE	3	29N	113W	10/11/1957	9	109
/A	NA	BP COMP. STA.	RUTH	A CHAMBERLAIN	NE	20	28N	113W	10/26/1955	8	249
/B	NA	BP COMP. STA.	RUTH	A CHAMBERLAIN	NE	20	28N	113W	10/26/1955	8	250
/C	NA	BIG PINEY COMPRESSOR STATION	RUTH	A CHAMBERLAIN		20,21	28N	113W	05/14/1959	10	17
G2	NA	TRUNK N	RUTH	A CHAMBERLAIN		20	28N	113W	07/11/1955	13	219
G4	NA	TRUNK N	CAROLINE	M MARKER		17	28N	113W	07/01/1955	13	223
G5/A	NA	TRUNK N	FLYING W LAND & LIVESTOCK			11	29N	113W	08/08/1955	13	357
35/B	NA	TRUNK N	FLYING W LAND & LIVESTOCK			10	29N	113W	08/08/1955	13	362

462

.MST 12/16/92

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
G6	NA	TRUNK H	ROBERT M MILLER		11	29N	113W	09/08/1955	153	96
G7/A	NA	TRUNK H	DAN E BUDD		3	29N	113W	04/07/1959	23	473
G7/B	NA	TRUNK H	DAN E BUDD		3	29N	113W	04/07/1959	23	473
G1	NA	TRUNK S	RUTH A CHAMBERLAIN		20	28N	113W	07/11/1955	13	219
G2	NA	TRUNK S	ROY W WHITMAN		20	28N	113W	06/30/1955	15	14
G2/A	NA	16" BIG PINEY LATERAL	RUTH A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
G2	NA	LATERAL A-8	ANDERSON L MCGINNIS		27,28	28N	113W	07/01/1955	15	12
G3/A	NA	LATERAL A-8	WALTER C YOSE		22,23	28N	113W	08/08/1955	136	274
G3/B	NA	LATERAL A-8	WALTER C YOSE		23	28N	113W	08/08/1955	136	274
G1	90064	BELFER RNG #7B	ROY W WHITMAN		21	28N	113W	06/30/1955	15	14
G2	90064	BELFER RNG #7B	RUTH A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90105	BELCO B #15A	FLYING "W" LAND & LIVESTOCK	SW	11	29N	113W	08/08/1955	136	357
G1	90075	TIPTOP 18-20	RUTH A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90078R	TIP TOP #44-24	H. GUY JONES		13,24	28N	114W	10/11/1957	17	114
G1	90001L	BUDD #1	ROBERT M MILLER	NW	11	29N	113W	09/08/1955	153	96
G2	90001L	BUDD #1	FLYING "W" LAND & LIVESTOCK	NE	10	29N	113W	08/08/1955	136	362
	90050L (P&A)	NOBLE #2	ROBERT M MILLER		11	29N	113W	09/08/1955	153	96
	90031	CERISMAN #1	ERGER K CERISMAN	NE	10	29N	113W	08/08/1955	15	355
G1	NA	LATERAL H-14	DAN E BUDD		3	29N	113W	10/11/1957	9	109
G2	NA	LAT H-14 (B18), MDLE PNY #3-3	DAN E BUDD	SE,SW	3	29N	113W	04/07/1959	23	473
G2	90065	BELFER RNG #11	WALTER C YOSE		22,23	28N	112W	08/08/1955	13	274
G1	NA	LATERAL A-3	TED JORY		29	27N	113W	10/08/1957	17	80

403

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
7	NA	LATERAL A-1	Isabelle W Davis		29,32	27N	112W	10/26/1957	17	82
5	NA	LATERAL A-1	GEORGE A DEGRAW	NW,NE	31	27N	112W	10/16/1957	71	85
4	NA	AERIAL MARKERS	LILLIAN HARROWER			28N	113W	07/01/1958	21	256
	90023L	BELCO #29	ARTHUR C BOWER		12	29N	113W	LEASE RIGHTS		
	90019 (P&A)	BELCO #25	FLYING "W" LAND & LIVESTOCK		11,14	29N	113W	08/08/1955	136	357
	90020	BELCO B #26	FLYING "W" LAND & LIVESTOCK		14	29N	113W	08/08/1955	136	357
	91404	TEXACO LABARGE #12	TEXACO, INC.	NW	34	27N	113W	02/12/1991	58 MISC.	474
/B	NA	LATERAL A-6	Aaron McGinnis		23,34	28N	113W	11/11/1958	18	12
2/A	NA	LATERAL A-5	TOM HARROWER		5,6	27N	113W	07/01/1958	21	256
2/B	NA	LATERAL A-5	TOM HARROWER		12	27N	114W	09/15/1958	17	444
2/A	NA	LATERAL A-6	Aaron McGinnis		23,24	28N	113W	11/11/1958	18	12
3	NA	LATERAL A-6	Anderson L McGinnis	NE,NW	27	28N	113W	08/15/1955	13	372
6	NA	LATERAL A-6	ANDERSON L MCGINNIS		28,27	28N	113W	07/01/1955	15	12
	90187E	EAST LA BARGE #8	Isabelle W Davis		32	27N	112W	10/19/1960	29	627
	90200E	BELFER BBG #31	BENEFICIAL OIL CO.	NW	21	27N	112W	10/31/1960	29	451
1	NA	B-48 TO B-7	ROBERT M MILLER		12	29N	113W	10/11/1958		
	NA	ACCESS ROAD	FLYING W LAND & LIVESTOCK		24	29N	112W	10/10/1979	58	199
/A	NA	LATERAL B-5	FLYING "W" LAND & LIVESTOCK			29N	112,113W	02/10/1959	18	115
/B	NA	LATERAL B-5	FLYING "W" LAND & LIVESTOCK			29N	112,113W	02/10/1959	18	115
/C	NA	LATERAL B-5	FLYING W LAND & LIVESTOCK		18	29N	112W	02/10/1959	18	115
	90178	LA BARGE #2	TEXACO, INC.	NE,NW	34	27N	113W	07/10/1960	28	89
	NA	LATERAL A-12	Tom S Harrower		MANY	27N	113,114W	09/15/1958	17	444

404

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90021L (P&A)	BELCO #27	EDGER	K CHRISMAN	SW	13	29N	113W	06/20/1960	19	172
31	90166N	EAST LA RANGE #7	ISABELLE	W DAVIS		29	27N	112W	08/05/1960	28	570
31	NA	LATERAL T-1	G	N Jones		13,24	28N	114W	10/11/1957	17	114
32	90097N	HOGBACK #77-31	ROSEMARY	SEICKICH	SE,SW	32	27N	113W	12/15/1961	32	422
32	NA	LATERAL A-15	BENEFICIAL OIL CO.			20,21	27N	112W	10/31/1960	29	516
32	NA	LATERAL A-16	Isabelle	W Davis		MANY	27,26N	112W	10/19/1960	29	439
31	90190N	BELCO #30	TED	JOBY		28,29	27N	113W	10/20/1960	29	441
32	90190N	BELCO #30	JOSEPH	A MINTON	SW	28	27N	113W	10/19/1960	29	414
	90189N	CONNELLY #B-1C-33	JOSEPH	A MINTON	SW	33	27N	113W	10/19/1960	29	417
31	NA	LATERAL A-7	LILLIAN	HARROWER	SE	32	28N	113W	07/01/1958	21	256
G1/A	90261N	EAST LA RANGE #15	ATHOL	L STOTTS	SW	28	27N	112W	12/22/1961	32	415
G2	90261N	EAST LA RANGE #15	ATHOL	L STOTTS		28,29	27N	112W	12/22/1961	32	417
	90230N	GRBU #13	JOSEPH	N BIRD	SE	17	27N	112W	05/13/1961	31	16
	91622	HAWTHORNE-FEDERAL 21-19	JOHN	N CHRISMAN	NE	24	29N	113W	06/08/1992	59	99
32	NA	LATERAL N-19	William	J McGinnis	NE,SE	23	28N	113W	10/11/1962	NOT RECORDED	
31	P&A	MOBIL 66-26	GRAYSON	N JONES	NE,NW	24	28N	114W	05/14/1963	36	187
33	P&A	MOBIL 66-26	CLARENCE	BRAWLEY	NE,SE	26	28N	114W	08/29/1963	36	577
32	90353	TIP TOP #78-21	ALICE	SHAEFFER	NE	28	28N	113W	05/25/1964	38	85
32	90354	EAST LA RANGE #R-9-29	ATHOL	L STOTTS	NW,NE	29	27N	112W	07/14/1964	38	260
2	90362	ORB #34-6	MAX	L KRUEGER	NE	6	26N	112W	08/27/1964	67	624
	NA	BIG PINEY-TRUNK T LOOP #2	RUTH	A CHAMBERLAIN	NE	20	28N	113W	07/11/1955	13	219
	NA	BIG PINEY-TRUNK T LOOP #2	CAROLINE	A WARNER, ET AL	SW,SE	17	28N	113W	07/01/1955	13	223

S.MST 12/16/92

504

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	NA	BIG PINEY-TRUNK A LOOP #1,2,3	RUTH	A CHAMBERLAIN	NE	20	28N	113W	07/11/1955	13	219
A	NA	BIG PINEY-TRUNK A LOOP #1,2,3	TOM	HARROWER	NE,NW	5	27N	113W	07/01/1955	21	256
/B	NA	BIG PINEY-TRUNK A LOOP SEG 3	LILLIAN	HARROWER		32	28N	113W	07/01/1958	21	256
2	90402	TIP TOP 44-21	ALICE	M SCHAFFER	SW,SE	21	28N	113W	09/22/1966	23	619
3/A	90407	STARR CORRAL TANK BATT #1	ELBA	W MCMINCH	NW	30	30N	112W	02/22/1967	24	107
3/B	90407	STARR CORRAL TANK BATT #1	ELBA	MCMINCH	SW	19	30N	112W	01/20/1967	41	199
2/A	90411 (P&A)	BELCO 87-18	WILLIAM	J MCGINNIS, ET AL	NW	19	28N	112W	10/20/1967	24	424
3	90411 (P&D)	BELCO 87-18	WILLIAM	J MCGINNIS, JR.		18,19	28N	112W	10/01/1967	24	6
	90413E	EAST LABARGE 19-28	WALTER	C YOSE, JR.	SW	28	27N	112W	10/01/1967	24	389
1	90410E	TIP TOP 14X-31	TOM	HARROWER	NW	6	27N	113W	09/28/1967	24	385
2	90410E	TIP TOP 14X-31	CLARENCE	M BRAWLEY	SW	31	28N	113W	09/30/1967	24	409
2	90415E	EAST LABARGE NO. 20-21	YOSE CATTLE CO.			21,28	27N	112W	09/28/1967	24	387
	90431E	BELCO #93	BENEFICIAL OIL CORP.		SE	20	27N	112W	12/02/1968	25	369
	90418E	BELCO 92-28	JOSEPH	A MINTON	SW,SE	28	27N	113W	12/15/1967	24	501
1	NA	CROSSOVER FROM TRUNK T TO DRIP	RUTH	A CHAMBERLAIN		20	28N	113W	08/20/1968	25	225
1A	NA	CROSSOVER FROM TRUNK T TO DRIP	RUTH	A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
	90574	F-1LX-27	ALICE	M SCHAFFER	NW	27	28N	113W	03/06/1974	29	490
1	90504	TIP TOP #46-17	CERIS	C HADDOCK	SW	17	28N	113W	01/15/1975	32	598
2/A	90504	TIP TOP #46-17	ALICE	M SCHAFFER	SW	17	28N	113W	02/11/1975	30	462
2/B	90504	TIP TOP #46-17	JOSEPH	L BUDD	SW	17	28N	113W	05/30/1975	30	459
2/C	90504	TIP TOP #46-17	MARIE	M GRAVES	SW	17	28N	113W	03/17/1975	30	342
2/D	90504	TIP TOP #46-17	OLIVE	E IRWIN	SW	17	28N	113W	03/17/1975	30	344

406

-MBT 12/16/92

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:/E	90504	TIP TOP #46-17	MIRANDA	YOSE	SW	17	28N	113W	02/12/1975	30	333
:/F	90504	TIP TOP #46-17	Marynell	McGinnis	SW	17	28N	113W	01/29/1975	30	331
:	NA	LATERAL T-2	William	J McGinnis Jr	SE	8	28N	114W	12/13/1974	30	256
	90512N	EAST LA BARGE #22-32	MARY	W SYLVESTER, ET AL	NWNW	32	27N	112W	11/25/1975	31	427
	NA	LATERAL N-21	DAN	B BUDD		3,4	29N	113W	04/06/1976	31	628
	NA	LATERAL N-21	ROBERT	V THOMPSON		4,5	29N	113W	03/16/1976	31	622
	90559L (P&A)	BUDD NO. 3-5	ROBERT	V THOMPSON	SE	5	29N	113W	03/16/1976	31	626
	90559L (P&A)	BUDD NO 3-5	DAN	B BUDD	NE	5	29N	113W	04/06/1976	31	624
	90576	TIP TOP 22-22	ALICE	M SCHAFFER	NE	27	28N	113W	09/23/1976	32	146
	90576	TIP TOP 22-22	WALTER	C YOSE		22,27	28N	113W	04/06/1976	32	55
	90564	FORGARTY CREEK #4-17	WILLIAM	J MCGINNIS JR	NE,SE	17	28N	114W	10/20/1976	32	196
	90572	FEDERAL #3-4	THOMAS	S HARROWER	SW	4	28N	114W	03/29/1977	32	627
	NA	LAT T-4 (SURPLUS)	JAMES	M WELLS, TRUSTEE		15,22	28N	114W	11/20/19	57	183
	NA	LAT T-4 (SURPLUS)	WILLIAM	J MCGINNIS		17	28N	114W	09/28/1977	33	357
	NA	CPS #1292	YOSE CATTLE CO		NW	28	27N	112W	04/07/1978	34	47
	NA	LATERAL T-4	Grayson	Jones		13,14	28N	114W	08/04/1980	59	624
/A	90610	ALLEN #1-15	GRAYSON	E JONES		13,14	28N	114W	04/08/1980	59	624
/B	90610	ALLEN #1-15	HAROLD	JONES		13,14	28N	114W	08/07/1980	59	622
/C	90610	ALLEN #1-15	CECIL	JONES		13,14	28N	114W	07/30/1980	59	630
/D	90610	ALLEN #1-15	BRUCE	E JONES		13,14	28N	114W	07/29/1980	59	627
	NA	LAT T-4	JAMES	M WELLS, TRUSTEE	SE	15	28N	114W	02/14/1978	34	45
	94048	THOMPSON #2-8	BETTE	M THOMPSON	SE	5	29N	113W	03/29/1978	34	49

.MST 12/16/92

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
12	94048	BELCO THOMPSON 2-8	CROSS LAZY TWO LAND	NE,SE	8	29N	113W	03/29/1978	34	51
	90622	ISENHOUR #8	FLYING "F" LAND & LIVESTOCK	NE	24	29N	113W	01/30/1979	57	105
2	NA	TARTER ISLAND #4-15	J.F. RANCH, INC.	NW,NE	17	28N	112W	01/23/1979	62	90
3	NA	TARTER ISLAND #4-15	WILLIAM J. MCGINNIS, JR.	NW	16	28N	112W	01/23/1979	62	92
1	90631	FOGARTY CK #10-8	LILLIAN E HARROWER, ET AL	SW	4	28N	114W	05/23/1979	58	1
	NA	CPS #1308	ALICE M. SCHAFFER	NE	28	28N	113W	02/27/1979	57	210
	NA	SURPLUS LANDS	ROBERT THOMPSON	NE	8	29N	113W	10/03/1979	58	171
	90649	MILLS #1-22	YOSE CATTLE CO.	SE	22	28N	113W	09/25/1979	58	149
1	90747	ELBU #25-32	MARY W SYLVESTER	SE	32	27N	112W	03/17/1980	36	600
	90767	MILLS #2-23	WALTER C YOSE	SE,SW	22,23	28N	113W	12/10/1979	58	418
2	90781	ELBU #27-32	YOSE CATTLE CO.	NE	32	27N	112W	07/29/1980	38	647
	NA	SURPLUS LANDS	MARY SYLVESTER	SW,SE	32	27N	112W	08/19/1980	60	3
	NA	SURPLUS LANDS	NICKELSON LAND CO.	NW	8	32N	114W	03/24/1981	61	135
	NA	SURPLUS LANDS	NICKELSON LAND CO.	SE,SW	33,34	33N	114W	03/24/1981	61	141
	90760 (P&A)	BUDD #4-4	DAN S BUDD	NW	4	29N	113W	05/29/1980	38	563
2	90795	ELBU #29-28	WALTER C YOSE, JR	SE	21	27N	112W	07/29/1980	39	561
	90825	BELCO C-73-23	YOSE CATTLE CO.	SW	23	28N	113W	02/02/1981	61	3
G1	90886	BELCO GRBU 66-17	ALICE M SCHAFFER	NE	17	27N	112W	03/31/1981	61	235
G2	90886	BELCO GRBU 66-17	BENEFICIAL OIL CO.	NE	17	27N	112W	11/24/1981	41	525
	90797	ELBU #33-28	YOSE CATTLE CO.	NW	28	27N	112W	08/26/1980	60	5
2	90796	ELBU #30-21	WALTER C YOSE, JR		21	27N	112W	07/08/1980	37	234
2	90782	ELBU #32-33	YOSE CATTLE CO.	NE	32	27N	112W	07/08/1980	59	226

MST 12/16/92

408

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2	90818	GRBU #73-17	BENEFICIAL OIL CO.	NW,NE	17	27N	112W	03/13/1981	61	110
	90819	GRBU#75-31	FREDA DEGRAW	NE	31	27N	112W	03/31/1981	61	233
3	NA	LAT A-27 EXT #3	FEAR RANCHES, INC.			28N	111W,112W	10/11/1982	41	231
	SURPLUS LAND	BELCO NICKELSON CK FED #1-17	NICKELSON LAND CO.	SW,NW	8,17	32N	114W	03/24/1981	61	147
2	90928	BELCO 8-32-33	BUDD & SONS LAND CO.	SE	33	30N	113W	03/08/1982	40	57
	SURPLUS LAND	BELCO OTH CK UNIT #4-8	NICKELSON LAND CO.	SE	8	32N	114W	03/24/1981	61	137
	SURPLUS LAND	BELCO OTH CK #5-34	NICKELSON LAND CO.	SW	34	33N	114W	03/24/1981	61	139
	SURPLUS LAND	BELCO OTH CK #6-34	NICKELSON LAND CO.	SE,SW	34	33N	114W	03/24/1981	61	141
	SURPLUS LAND	BELCO C-78-26	WALTER C YOSE, JR		23,26	28N	113W	11/12/1981	39	385
1	90940	BELCO BIRD ST #3-16	BENEFICIAL OIL CO.	NE	17	27N	112W	03/28/1982	67	678
	91063	CAROLLA RAY JENSEN #2	JOHN W JENSEN	SE	11	31N	109W	08/10/1983	44	22
1	90964	CAROLLA RAY JENSEN #1	BRANDT JENSEN	NE	11	31N	109W	06/22/1982	42	528
2	90964	CAROLLA RAY JENSEN #1	GORDON STEELE	NW	11	31N	109W	09/02/1982	42	532
	91182	BELCO C-79-23	YOSE CATTLE CO.	SW	23	28N	113W	08/23/1982	44	24
10	NA	TRUNK A	GORDON NICKELSON	SE,SW	28	31N	110W	08/19/1982	41	528
12	NA	TRUNK A	DONALD M KENDALL		27,28	31N	110W	08/12/1982	42	633
1	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.			28N	112W,113W	07/13/1982	41	75
1	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.	SW,SE,NE	17	29N	111W	07/29/1982	41	533
1/A	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.		5,8	29N	111W	07/29/1982	41	533
1/B	NA	LATERAL A-6 EXT #1	J.F. RANCH, INC.	NE,SE,SW	33	30N	111W	07/29/1982	41	533
1/A	NA	LATERAL A-15 LOOP #1	BENEFICIAL OIL CO.	SE	20	27N	112W	10/31/1960	29	516
1/B	NA	LATERAL A-15 LOOP #1	BENEFICIAL OIL CO.		20,21	27N	112W	10/31/1960	29	516

.MST 12/16/92

604

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:1	NA	LATERAL A-1	GORDON E STEELE		2,11	31N	109W	09/02/1982	41	687
:1	NA	LATERAL A-1	BRANDT JENSEN	NE	11	31N	109W	09/02/1982	41	691
:1	NA	LATERAL A-1	LEO JENSEN	SE	11	31N	109W	09/02/1982	41	689
		BELCO CHAPEL CYN 30-18	FEAR RANCHES	SW	18	28N	111W	10/11/1982	43	4C4
:3	91126	DMND SHOOK DSC SPLT RVR 31-2	KENNETH FEAR	SW	25	28N	112W	06/22/1984	45	504
:4	91126	DMND SHOOK DSC SPLT RVR 31-2	DELBERT W SELBY	NE	35	28N	112W	06/20/1984	45	508
:5	91126	DMND SHOOK DSC SPLT RVR 31-2	YOSE CATTLE CO.	SE	35	28N	112W	06/14/1984	45	490
:2	NA	LATERAL A-33	FEAR RANCHES, INC.	NE,SE	24	28N	112W	05/19/1983	42	523
:2	91129	DSC SPLIT RIVER 24-35	YOSE CATTLE CO.	SE	35	28N	112W	07/18/1984	45	659
:3	91129	DSC SPLIT RIVER #24-35	DELBERT W SELBY	SW	35	28N	112W	07/07/1984	45	657
	91139	YOSE FED #40-35	YOSE CATTLE CO.	SE	35	28N	112W	06/14/1984	45	488
	91105	CHAPEL FED #10-25	FRANK FEAR	NW	25	28N	112W	06/22/1984	45	500
	91147	TIP TOP #63X-27P	ALICE M SCHAFFER		27	28N	113W	01/10/1985	46	465
:2	91122	CASTLE CK FED 34-28	KENNETH FEAR		21,28	32N	114W	08/16/1984	47	488
:3	91122	CASTLE CK FED 34-28	CHARLES C PRICE	NE	28	32N	114W	09/14/1984	47	510
:10	NA	TRUNK A (COTTONWOOD CANAL)	GORDON MICKELSON	NE	1	30N	111W	08/15/1984	47	593
:3/A	NA	TRUNK A	GORDON M MICKELSON	NE	1	30N	111W	08/01/1984	47	579
:3/B	NA	TRUNK A	GORDON M MICKELSON	NE	1	30N	111W	08/01/1984	47	579
:4	NA	TRUNK A	HARRY ZIMMERMAN	SW	36	31N	111W	08/15/1984	47	586
:5	NA	TRUNK A	ERIC L MICKELSON	SE,NE,NW	35	31N	111W	08/10/1984	47	596
:6/A	NA	TRUNK A	JAMES A GREENWOOD, JR.	NW	35	31N	111W	08/16/1984	47	580
:6/B	NA	TRUNK A	JAMES A GREENWOOD, JR.		27,34	31N	111W	08/16/1984	47	580

.MST 12/16/92

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
3G7/A	NA	TRUNK A	KENNETH FEAR		26,27	32N	114W	08/16/1984	47	572
3G7/B	NA	TRUNK A	KENNETH FEAR	SE	22	32N	114W	08/16/1984	47	572
7		CASTLE CR FED 23-22 MS & AC RD	KENNETH FEAR		22	32N	114W	11/26/1985	48	390
9	91172	CASTLE CK FED 43-21	KENNETH FEAR	SE	21	32N	114W	07/22/1985	47	532
5	91189	BOOSBACK T36X-12G	LILLIAN E HARROWER	SE	12	27N	114W	11/10/1986	50	436
3Q2	91191	BOOSBACK 72X-29G	J.F. RANCH, INC.	NE	29	27N	113W	11/10/1986	50	434
1	91188	TIP TOP T71X-6G	LILLIAN E HARROWER		5,6	27N	113W	11/10/1986	50	438
21	90532	TIP TOP F13X-9G	SUBLETTE CO.	SE,SW	9	28N	113W	04/05/1955	14	368
3	90026	BELCO 33	FLYING "W" LAND & LIVESTOCK	NE	10	29N	113W	08/08/1955	131	362
31	90781	ELBU 27-32	M.F. WEKLAN CO.	NE	32	27N	112W	08/19/1980	60	1
33/B	NA	TK N LOOP	FLYING "W" LAND & LIVESTOCK	SE,NE	10	29N	113W	09/14/1989	56	201
4G4	NA	16" BIG PINEY LAT.	ROY W WHITMAN		21	28N	113W	06/30/1955	15	14
3G2	NA	TRUNK B	RUTH A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
3G4	NA	TRUNK B	ROY W WHITMAN		21	28N	113W	06/30/1955	15	14
2G7	NA	TRUNK H	DAN E BUDD		3	29N	113W	04/07/1959	23	473
2G2	NA	TRUNK H	RUTH A CHAMBERLAIN		20,21	28N	113W	07/11/1955	13	219
2G4	NA	TRUNK H	CAROLINE M WARNER, ET AL		17	28N	113W	07/01/1955	13	223
2G5/A	NA	TRUNK H	FLYING "W" LAND & LIVESTOCK		11	29N	113W	08/08/1955	131	357
2G5/B	NA	TRUNK H	FLYING "W" LAND & LIVESTOCK		10	29N	113W	08/08/1955	131	362
36/A	NA	TRUNK "I" LOOP 2	LILLIAN JOHNSON, ET AL	SW	17	29N	113W	07/01/1955	13	223
36/B	NA	TRUNK "I" LOOP 2	LILLIAN JOHNSON, ET AL	SW	17	29N	113W	07/01/1955	13	223
36/B	NA	TRUNK A LOOP 2	TOM HARROWER	SE,SW	32	28N	113W	07/01/1958	21	256

114

EXHIBIT "A"

	METER #	FACILITY	GRANTOR(S)		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
I/E	90611 (P&A)	BELCO 87-18	OLIVE	E IRWIN	SW	19	28N	112W	10/27/1967	24	426
I/C	90611 (P&A)	BELCO 87-18	ALICE	M SCHAFFER, ET AL	NW	19	28N	112W	10/09/1967	24	399
L	90017	BELCO #18	DAN	E BUDD		3	29N	113W	04/07/1959	23	473

412

EXHIBIT "A"

THE STATE OF WYOMING

CODE #	LH #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	81962	91048	BELCO GRRU 85-12	_	SE,SW	12	26N	113W	_	_	_
49-035	81923G2	91237	ENERGETICS FED 10-31	_	NE	36	28N	112W	_	_	_
49-023	830282G2	91170	BELCO KLRU 34-8	_	_	16	26N	112W	_	_	_
49-035	82627G2	_	LAT A-26 LOOP #2	_	SE	16	27N	112W	11/23/1983	_	_
49-035	82626G2/A	_	LATERAL A-1, LOOP 2	_	SE	36	27N	113W	09/27/1982	_	_
49-035	77415	90503	FOGARTY CREEK #6-16	LEASE RIGHTS	_	16	28N	114W	10/21/1977	_	LR
49-035	82702	91042	CITIES SERVICE STATE J #1	_	SE	36	28N	112W	_	_	_
49-023	80623	90916	BELCO GRRU 77-13	LEASE RIGHTS	NE	13	26N	113W	_	_	LR
49-023	80625	90885	BELCO GRRU 78-13	LEASE RIGHTS	SW,SE	13	26N	113W	_	_	LR
49-023	84030604	_	BRUTE CREEK-OPAL METHANE P/L	_	NW,SW	36	22N	114W	01/07/1988	_	_
49-023	81975G2	90930	BELCO GRRU 83-7	_	SE	12	26N	113W	_	_	_
49-023	80877	90877	GOODSTEIN ST #33-16	LEASE RIGHTS	SE	16	23N	112W	_	_	LR
49-035	57205102	90048	BELCO S-7	_	_	36	30N	113W	_	_	_
49-037	83014604	91015	MERWIN 1-32	LEASE RIGHTS	SW	32	19N	111W	_	_	_
49-023	80916G2	_	TX A EXT #1	_	_	16	23N	112W	_	_	_
49-035	74227G2	90511	KLRU #21-29	_	_	29	27N	112W	02/04/1957	_	_
49-023	571994G5/A	_	16" BIG PINEY LATERAL	612	SW	36	22N	114W	08/13/1956	_	_
49-023	571994G5/B	_	16" BIG PINEY LATERAL	612	NW,SW	36	26N	113W	08/13/1956	_	_
49-035	57207702	_	TRUNK A-1	673	_	26	27N	113W	12/31/1957	_	_
49-023	572077G3	_	TRUNK A-1	674	_	1	26N	113W	12/31/1957	_	_
49-035	60440G1	_	LATERAL N-3	710	NE	36	29N	113W	09/15/1959	_	_
49-023	572096G10	_	30" BIG PINEY LATERAL	710	NW,SW	36	25N	113W	09/15/1959	_	_

T:\LAND\ST49.MST 12/16/92

413

EXHIBIT "A"

CODE #	LH #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	57209405	_	30" BIG PINEY LAT	712	NW,SW,SE	16	27N	113W	09/15/1959	_	_
49-023	572096G14	_	30" BIG PINEY LATERAL	713	SW	36	22N	114W	09/15/1959	_	_
49-035	60375G3	_	LATERAL A-12	730	_	36	28N	114W	03/03/1960	_	_
49-035	601339	90163	DRY PINEY #6, LATERAL A-12	730	_	36	28N	114W	03/03/1960	_	_
49-035	60777G2	90211	CHIMNEY BUTTE #14	765	SE,SW	36	28N	113W	04/03/1961	_	_
49-035	61010	90217	BELFER BMG #50	766	_	16	27N	113W	04/03/1961	_	_
49-035	60985G3	_	LATERAL A-15	767	_	16	27N	112W	04/03/1961	_	_
49-023	601325	90214	GRBU #2	768	_	12,13	26N	113W	04/03/1961	_	_
49-023	601326	90216	GRBU #4	769	NE,SE	13	26N	113W	04/03/1961	-	-
49-035	60774G2	_	LATERAL A-13	770	_	35	28N	113W	04/03/1961	_	_
49-023	60987G2	_	LATERAL A-17	771	_	12,13	26N	113W	04/03/1961	_	_
49-023	3880G2/A	_	LATERAL A-17 LOOP	771	NW,NE	13	26N	113W	04/03/1961	_	_
49-023	3880G2/B	_	LATERAL A-17 LOOP	771	SE	12	26N	113W	04/03/1961	_	_
49-035	601008	90222	GRBU #8	779	SW,SE	36	27N	113W	05/03/1961	_	_
49-023	611353	90259	GRB #42	835	NW	13	26N	113W	06/26/1962	_	_
49-035	62016	-	STATE #1 M/S	836	SW	16	27N	112W	06/26/1962	_	_
49-035	61508	90230	GRBU #13	848	_	1	26N	113W	08/20/1962	_	_
49-035	62876	-	CPS #599	895	SW	16	27N	112W	03/13/1963	_	_
49-035	62956	90303	BELCO C-59	896	NW,NE	36	28N	113W	03/13/1963	_	_
49-035	62955	90302	BELCO C-60	897	NW,NE	36	28N	113W	03/13/1963	_	_
49-035	62951	_	LATERAL B-19	898	_	36	28N	113W	03/13/1963	_	_
49-035	62833	90294	BOOSBACK #76-36	901	NESE	36	27N	114W	03/13/1963	_	_

414

EXHIBIT "A"

CODE #	LE #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	62832G2	_	LATERAL A-19	902	_	36	27N	114W	03/13/1963	_	_
49-035	62336G2	_	ACCESS ROAD	903	NW	16	27N	113W	03/13/1963		
49-035	62806	90313	GNBU #30	907	SE,NE	36	27N	113W	05/22/1963		
49-035	611362/B	90272	GNB #41	920	_	36	27N	113W	08/20/1963		
49-023	611362/A	90272	GNB #41	920	_	1	26N	113W	08/20/1963	_	_
49-035	62017	_	ACCESS ROAD	974	NW	16	27N	112W	03/20/1964		
49-023	62176G2	_	LATERAL A-1 LOOP	975	_	_	26N,27N	113W	03/20/1964	_	_
49-035	63385	90336	BELCO C-61	976	NE,NW	36	28N	113W	03/20/1964	_	_
49-035	63785G1	_	LATERAL B-20	981	NWNE	36	28N	113W	03/20/1964	_	_
49-035	63384	_	LATERAL B-19 EXT	1039	_	36	28N	113W	04/09/1965	_	_
49-035	63386	NA	BELCO C-62	1040	SE	36	28N	113W	04/09/1965	_	_
49-035	64910G2	90370	BELCO #B-36	1043	NE	36	29N	113W	04/09/1965	_	_
49-035	67000G1	90407	STAHN CORRAL TANK BATT #1	1152	_	26	30N	113W	11/06/1967	_	_
49-035	68012G2	90420	NORTH LA HARGE #23-16	1201	SESW	16	27N	113W	07/03/1968	_	_
49-035	67173	90419	BIRD STATE #1	1216	SESE	16	27N	112W	10/03/1968	_	_
49-035	67187	90423	BIRD STATE #2	1273	_	16	27N	112W	08/08/1969	_	_
49-035	68146G2	90437,90438	HOGBACK #36-31	1282	SE	36	27N	114W	09/04/1969	_	_
49-035	70140	90451	MOBIL WELL 26-16 METER STN	1415	SW	16	26N	113W	07/09/1971	_	_
49-035	71182	90465	HOGBACK #77X-36	1453	_	26	28N	114W	02/11/1972	_	_
49-023	68126G2	90513	GNBU #51-1	1799	_	1	26N	113W	07/19/1976	_	_
49-023	74230G2	90513	GNBU #51-1	1799	_	1	26N	113W	07/19/1976	_	_
49-035	75063	90519	GNBU #55-1	1800	_	1	26N	113W	07/19/1965	_	_

514

EXHIBIT "A"

CODE #	LS #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	75066	90515	GRBU #54-36	1809	SW,SW	36	27N	113W	09/10/1976	_	_
49-035	75107Q2	90561	FOGARTY CREEK #2-16	2172	_	16	28N	114W	07/03/1979	_	_
49-035	7620401	90564	FOGARTY CREEK #4-17	2174	_	16	28N	114W	07/03/1979	_	_
49-037	77222	90591	CHAMBERS STATE #1-16	2176	SW	16	14N	102W	07/03/1979	_	_
49-007	77523Q4	_	TRUNK A	2272	_	16	18N	92W	03/05/1980	_	_
49-035	78094Q1	90604	FED #2-23	2273	SE	16	27N	112W	03/05/1980	_	_
49-037	7815605/B	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
49-023	7815605/A	_	TRUNK A	2275	_	22	19N	112W	03/05/1980	_	_
49-007	78091	90615,90616	STATE 22-9 (A&B) DUAL	2320	NW	9	12N	93W	06/17/1980	_	_
49-007	78095Q2	90618	BALTA FEDERAL 1-A	2403	_	8,9	12N	93W	02/06/1981	_	_
49-035	79239Q1	90652	GRBU #63-35	2433	SW	36	27N	113W	02/06/1981	_	_
49-023	78235Q2	_	LRT A-3	2467	NW,NE	16	19N	112W	06/29/1981	_	_
49-037	77251Q2	_	TRUNK A	2468	_	16	14N	102W	06/29/1981	_	_
49-037	00471Q1	90820	WYOMING "U" (BCT-1) NO.1	2498	ALL	24	19N	112W	06/29/1981	_	_
49-023	78514G8	_	PAINTER TRUNK A	2789	SE	16	19N	116W	03/21/1983	_	_
49-041	78515G4	_	RICHMAN LATERAL	2790	_	16	17N	118W	03/21/1983	_	_
49-037	78965G1/B	90809	CAMPLIN #206 F-1	2805	_	26	19N	112W	03/21/1983	_	_
49-037	78965G1/C	90809	CHAMPLIN #206 F-1	2805	_	36	19N	112W	03/21/1983	_	_
49-037	78965G1/A	90809	CHAMPLIN #206 F-1	2805	_	22	19N	112W	03/21/1983	_	_
49-007	79046	90754	BARREL SPRINGS UNIT 16-1	2813	NW,SW,SE	16	16N	92W	03/21/1983		
49-037	79653Q2	90746	CHRISTMANN #1-31	4113	SW,SE	36	22N	104W	11/23/1983		
49-035	82625Q3	_	LATERAL A-15 LOOP #1	4113	SW,SE	16	27N	112W	11/23/1983	_	_

416

EXHIBIT "A"

CODE #	LE #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	TEST DATE	RECORDED BOOK	RECORDED PAGE
49-023	8062401	90883	BELCO GWBU 79-12	4113	NE	12	26N	113W	11/23/1983	_	_
49-037	8124502	90957	LANSBERRY 1-30	4113	SE	24	15N	112W	01/29/1982	_	_
49-007	8015502	90945	CRESTON III #4-36	4113	NW,NE,SE	36	10N	92W	11/23/1983	_	_
49-035	81751Q2	94069	BELCO BIRD ST #3-16	4113	NW	16	27N	112W	11/23/1983	_	_
49-007	78083	_	*CRESTON ROSE RESH METER SITE	4131A	NE	16	18N	92W	06/21/1992	_	_
49-035	00312	94130	CRAIG DELIVERY METER SITE	4131A	NE	16	20N	112W	06/21/1992	_	_
49-041	80106001	90892,90893	STATE OF WYOMING W #1	4131A	_	36	18N	113W	06/21/1992	_	_
49-035	02530014	_	LATERAL A-6 EXT #1	4131A	NE,NW	16	20N	112W	06/21/1992	_	_
49-035	81081	90908	BELCO C75-36	4143	NE	36	20N	113W	11/23/1983	_	_
49-035	80910Q2	_	LATERAL A-26 LOOP	4175	SE	16	37N	112W	09/04/1986	_	_
49-007	80309Q2	91080	BBW FED. #40-8	4219	NW	16	16N	93W	06/06/1985	_	_
49-035	830076Q2	91126	DWBU SUPER DEC SPLT RVR 31-2	4301	NW	36	28N	112W	11/07/1985	_	_
49-035	830278	91109	BELCO NLBU #30-16	4302	_	16	27N	113W	08/07/1986	_	_
49-035	830281	91108	BELCO GWBU 81-36	4303	SE,NE	36	27N	113W	01/09/1986	_	_
49-007	84012202	_	TRUNK A EXT. 1	4304	NW	16	16N	93W	09/04/1986	_	_
49-035	84018002/C	_	TRUNK A	4335	SW	36	32N	114W	08/07/1986	_	_
49-035	84018002/A	_	TRUNK A	4335	SE	36	31N	111W	08/07/1986	_	_
49-035	84018002/B	_	TRUNK A	4335	SE,SW,NW	16	31N	112W	08/07/1986	_	_
49-035	850101	91167	CITIES SERVICE STATE 3J	4520	NE	36	28N	112W	_	_	_
49-035	80513Q2	_	LAT A-27 EXT #3	4601	NE,SE	36	28N	112W	10/02/1986	_	_
49-035	00288G1	91209	EXXON FIGURE FOUR FED #6-31	4930	SE	36	28N	112W	06/10/1992	_	_
49-023	00392Q2	91385	CHAMPLIN 149 AMOCO Q-2	5093	SW,SW	34	19N	112W	08/01/1990	_	_

T:\LAND\ST49.MST 12/16/92

114

EXHIBIT "A"

CODE #	LH #	METER #	FACILITY	RASMUSN NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	00577G1	_	22 HOT-TAP	5093	SW	34	19N	112W	11/12/1990	_	_
49-023	00423G6/A	_	LAT A10, A3 X-OVER	5093	NE,SE	16	19N	112W	08/02/1990	_	_
49-041	00398G5	_	TRUNK "B"	5093	W1/2	34	19N	112W	08/01/1990	_	_
49-023	00390G1	91322	CHAMPLIN 149 AMOCO L-2	5093	SE	16	19N	112W	07/24/1990	_	_
49-023	00813/B	91511	BRUFF #14	5093	_	16	19N	112W	01/22/1992	_	_
49-023	00423G6/B	_	LAT A10,A3 X-OVER	5093	SW	22	19N	112W	08/02/1990	_	_
49-035	00655G1	_	LATERAL A-34	5094	_	16	27N	112W	PENDING	_	_
49-037	00504G1	91395	CHAMPLIN #206 F-2	5109	W1/2	32	19N	112W	06/10/1992	_	_
49-041	00502G1	91393	CHAMPLIN 106 F-2	5109	N1/2	8	18N	111W	06/10/1992	_	_
49-041	516G1/A	_	LATERAL B-4	5142	_	8,16	18N	112W	06/01/1992	_	_
49-041	515G2	_	LATERAL B-3	5142	NE,NW,SW	16	18N	112W	06/01/1992		
49-037	00519G1/B	_	LATERAL B-5	5152	NE,SW	34	19N	112W	01/24/1991	_	_
49-037	00519G1/A	_	LATERAL B-5	5152	SE	26	19N	112W	01/24/1991	_	_
49-023	00525	_	BRUFF #1	5152	_	22	19N	112W	PENDING	_	_
40-037	00522G2	90670	*BRUFF #2	5154	SW	17	10N	112W	06/08/1992	_	_
49-041	516G1/B	_	LATERAL B-4	5170	NW	8	18N	112W	06/10/1992	_	_
49-023	00490G2	_	LATERAL A-21	5170	ALL	16	19N	112W	06/10/1992	_	_
49-041	534	90726	BRUFF #8	5178	NW	8	18N	112W	06/08/1992	_	_
49-041	516G1/C	_	LATERAL B-4	5178	SW	6	18N	112W	06/08/1992	_	_
49-037	527G2	90895,90894	CHAMPLIN 149 F-1	5181	SW	36	19N	112W	04/08/1991	_	_
49-037	623G1	91421	AMOCO-CHAMPLIN 285 E-1	5202	SE	24	19N	112W	06/08/1992	_	_
49-023	627G2	91428	ARROW HEAD-SPUR CANYON #1	5231	NW	16	26N	112W	06/08/1992	_	_

418

EXHIBIT "A"

CODE #	LH #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	00725/B	_	LATERAL A-1 CROSSOVER	5251	SE	36	27N	113W	PENDING	_	_
49-023	00725/A	_	LATERAL A-1 CROSSOVER	5251		1,12	26N	113W	PENDING	_	_
49-023	30002/C	_	LATERAL A-17 LOOP	5256	SW	16	26N	112W	PENDING	_	_
49-023	00714	90704	BRUFF #3	5265	NE	16	19N	112W	PENDING	_	_
49-023	00813/A	91511	BRUFF #14	5277	_	16	19N	112W	PENDING	_	_
49-035	00725/C	_	LAT. A-1 X-OVER ACCESS RD	5299	_	36	27N	113W	PENDING	_	_
49-041	00901	91602	BRUFF #12	5303	_	0	18N	112W	PENDING — CANCELLED 10-18-1	_	_
49-035	60900	-	LATERAL A-10	5690	SW	16	27N	112W	02/02/1961		
49-023	611451	_	GRD #18	5821 848	NE	1	26N	113W	03/01/1962	_	_
49-023	6200102	90310	GRDU #25 & #45	5800 — 4-3-24	_	_	26N	113W	04/30/1964	_	_
49-037	6715904/A	90416	MAXA UNIT #1	8371	_	22	19N	112W	02/23/1960	_	_
49-023	6715903/B	90416	MOBA UNIT #1	8371 1176	_	22	19N	112W	02/23/1960	_	_
49-023	7870403	90698	WILSON RANCH #6	8119 — 2067	_	16	19N	112W	03/13/1979	_	_
49-023	7886502	90670	AMOCO BRUFF #2	8629 — 5/84	_	16	19N	112W	07/05/1979	_	_
49-041	7951205	_	LAT A4	8245 — 10/80	_ wit mail	36	18N	112W	11/29/1979	_	_
49-007	7745702	90617	STATE 1-9	8267 — 2-84	NW	9	12N	93W	02/06/1981	_	_
49-007	7940502	_	LAT A-2	86437	NW	16	16N	93W	03/21/1983	_	_

614

EXHIBIT "A"

THE STATE OF WYOMING

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE	
	91048	BELCO GRBU 65-12	_	SE,SW	12	26N	113W	_	_	_	
!	91237	ENERGETICS FED 10-31	_	NE	36	28N	112W	_	_	_	
12	91170	BELCO ELBU 36-8	_	_	16	26N	112W	_	_	_	
!	_	LAT A-26 LOOP #2	_	SE	16	27N	112W	11/23/1983	_	_	
1/A	_	LATERAL A-1, LOOP 2	_	SE	36	27N	113W	09/27/1982	_	_	
	90583	FOGARTY CREEK #6-16	LEASE RIGHTS	_	16	28N	114W	10/21/1977	_	LR	
	91042	CITIES SERVICE STATE J #1	_	SE	36	28N	112W	_	_	_	
	90916	BELCO GRBU 77-13	LEASE RIGHTS	NE	13	26N	113W	_	_	LR	
	90885	BELCO GRBU 78-13	LEASE RIGHTS	SW,SE	13	26N	113W	_	_	LR	
4	_	SOUTH CREEK-OPAL METHANE P/L	_	NW,SW	36	22N	116W	01/07/1988	_	_	
!	90930	BELCO GRBU 83-7	_	SE	12	26N	113W	_	_	_	
	90877	GOODSTEIN ST #33-16	LEASE RIGHTS	SE	16	23N	112W	_	_	LR	
2	90048	BELCO S-7	_	_	36	30N	113W	_	_	_	
6	91015	MERWIN 1-32	LEASE RIGHTS	SW	32	19N	111W	_	_	_	
!	_	TK A EXT #1	_	_	16	23N	112W	_	_	_	
!	90511	ELBU #21-29	_	_	29	27N	112W	02/04/1957	_	_	
5/A	_	16" BIG PINEY LATERAL	612	SW	36	22N	114W	08/13/1956	_	_	
5/B	_	16" BIG PINEY LATERAL	612	NW,SW	36	26N	113W	08/13/1956	_	_	
2	_	TRUNK A-1	673	_	26	27N	113W	12/31/1957	_	_	
3	_	TRUNK A-1	674	_	1	26N	113W	12/31/1957	_	_	
	_	LATERAL H-3	710	NE	36	29N	113W	09/15/1959	_	_	
10	_	30" BIG PINEY LATERAL	710	NW,SW	36	25N	113W	09/15/1959	_	_	

420

EXHIBIT "A"

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
G5	-	30" BIG PINEY LAT	712	NW,SW,SE	16	27N	113W	09/15/1959	-	-
G14	-	30" BIG PINEY LATERAL	713	SW	36	22N	114W	09/15/1959	-	-
3	-	LATERAL A-12	730	-	36	28N	114W	03/03/1960	-	-
	90163	DRY PINEY #6, LATERAL A-12	730	-	36	28N	114W	03/03/1960	-	-
2	90211	CHIMNEY BUTTE #14	765	SE,SW	36	28N	113W	04/03/1961	-	-
	90217	BELPER BRG #50	766	-	16	27N	113W	04/03/1961	-	-
3	-	LATERAL A-15	767	-	16	27N	112W	04/03/1961	-	-
	90214	GRBU #2	768	-	12,13	26N	113W	04/03/1961	-	-
	90218	GRBU #4	769	NE,SE	13	26N	113W	04/03/1961	-	-
2	-	LATERAL A-13	770	-	35	28N	113W	04/03/1961	-	-
2	-	LATERAL A-17	771	-	12,13	26N	113W	04/03/1961	-	-
A	-	LATERAL A-17 LOOP	771	NW,NE	13	26N	113W	04/03/1961	-	-
B	-	LATERAL A-17 LOOP	771	SE	12	26N	113W	04/03/1961	-	-
	90222	GRBU #8	779	SW,SE	36	27N	113W	05/03/1961	-	-
	90259	GRB #42	835	NW	13	26N	113W	06/26/1962	-	-
	-	STATE #1 M/S	836	SW	16	27N	112W	06/26/1962	-	-
	90230	GRBU #13	848	-	1	26N	113W	08/20/1962	-	-
	-	CPS #599	895	SW	16	27N	112W	03/13/1963	-	-
	90303	BELCO C-59	896	NW,NE	36	28N	113W	03/13/1963	-	-
	90302	BELCO C-60	897	NW,NE	36	28N	113W	03/13/1963	-	-
	-	LATERAL H-19	898	-	36	28N	113W	03/13/1963	-	-
	90294	BOOSBACK #76-36	901	NESE	36	27N	114W	03/13/1963	-	-

184

EXHIBIT "A"

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
-	LATERAL A-19	902	-	36	27N	114W	03/13/1963	-	-
-	ACCESS ROAD	903	NW	16	27N	113W	03/13/1963		
90311	GRBU #38	907	SE,NE	36	27N	113W	05/22/1963		
90272	GRB #41	928	-	36	27N	113W	08/20/1963		
90272	GRB #41	928	-	1	26N	113W	08/20/1963	-	-
-	ACCESS ROAD	974	SW	16	27N	112W	03/20/1964		
-	LATERAL A-1 LOOP	975	-	-	26N,27N	113W	03/20/1964	-	-
90136	BELCO C-61	976	NE,SW	36	28N	113W	03/20/1964	-	-
-	LATERAL B-20	981	NWNE	36	28N	113W	03/20/1964	-	-
-	LATERAL B-19 EXT	1039	-	36	28N	113W	04/09/1965	-	-
RA	BELCO C-62	1040	SE	36	28N	113W	04/09/1965	-	-
90370	BELCO SB-36	1043	NE	36	29N	113W	04/09/1965	-	-
90407	STARR CORRAL TANK BATT #1	1152	-	26	30N	113W	11/06/1967	-	-
90420	NORTH LA BARGE #23-16	1201	SESW	16	27N	113W	07/03/1968	-	-
90419	BIRD STATE #1	1216	SESE	16	27N	112W	10/03/1968	-	-
90421	BIRD STATE #2	1273	-	16	27N	112W	08/08/1969	-	-
90437,90438	HOGBACK #36-31	1282	SE	36	27N	114W	09/04/1969	-	-
90451	MOBIL WELL 26-16 METER STN	1415	SW	16	28N	113W	07/08/1971	-	-
90465	HOGBACK #77X-36	1453	-	26	28N	114W	02/11/1972	-	-
90513	GRBU #51-1	1799	-	1	26N	113W	07/19/1976	-	-
90513	GRBU #51-1	1799	-	1	26N	113W	07/19/1976	-	-
90519	GRBU #55-1	1800	-	1	26N	113W	07/19/1965	-	-

EXHIBIT "A"

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90515	GRBU #54-36	1809	SW,SW	36	27N	113W	09/10/1976	_	_
	90561	FOGARTY CREEK #2-16	2172	_	16	28N	114W	07/03/1979	_	_
	90564	FOGARTY CREEK #4-17	2174	_	16	28N	114W	07/03/1979	_	_
	90591	CHAMBERS STATE #1-16	2170	NW	16	14N	102W	07/03/1979	_	_
	_	TRUNK A	2272	_	16	18N	92W	03/05/1980	_	_
	90606	FED #2-23	2273	SE	16	27N	112W	03/05/1980	_	_
/B	_	TRUNK A	2275	_	22	18N	112W	03/05/1980	_	_
/A	_	TRUNK A	2275	_	22	18N	112W	03/05/1980	_	_
	90615,90616	STATE 22-9 (A&B) DUAL	2320	NW	9	12N	93W	06/17/1980	_	_
	90618	BALTA FEDERAL 1-A	2403	_	8,9	12N	93W	02/06/1981	_	_
	90652	GRBU #63-35	2433	NW	36	27N	113W	02/06/1981	_	_
	_	LAT A-3	2467	NW,NE	16	19N	112W	06/29/1981	_	_
	_	TRUNK A	2468	_	16	14N	102W	06/29/1981	_	_
	90820	WYOMING "U" (BCT-1) NO.1	2498	ALL	24	19N	112W	06/29/1981	_	_
	_	PAINTER TRUNK A	2789	SE	16	19N	116W	03/21/1983	_	_
	_	WYOMING LATERAL	2790	_	16	17N	118W	03/21/1983	_	_
/B	90809	CHAMPLIN #206 F-1	2805	_	26	19N	112W	03/21/1983	_	_
/C	90809	CHAMPLIN #206 F-1	2805	_	36	19N	112W	03/21/1983	_	_
/A	90809	CHAMPLIN #206 F-1	2805	_	22	19N	112W	03/21/1983	_	_
	90754	BARREL SPRINGS UNIT 16-1	2813	NW,SW,SE	16	16N	92W	03/21/1983		
	90746	CHRISTENSEN #1-31	4113	NW,SE	36	22N	104W	11/23/1983		
	_	LATERAL A-15 LOOP #1	4113	NW,SE	16	27N	112W	11/23/1983	_	_

EXHIBIT "A"

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
1	90883	BELCO GRBU 79-12	4113	NE	12	26N	113W	11/23/1983	_	_
2	90957	LANGSBERGH 1-30	4113	SE	24	19N	112W	01/29/1982	_	_
2	90945	CRESTON III 84-36	4113	NW,NE,SE	36	18N	92W	11/23/1983	_	_
2	94060	BELCO BIRD ST 83-16	4113	NW	16	27N	112W	11/23/1983	_	_
	_	*CRESTON ROSE RICH METER SITE	4131A	NE	16	18N	92W	06/21/1992	_	_
	94130	CRAIG DELIVERY METER SITE	4131A	NE	16	28N	112W	06/21/1992	_	_
11	90892,90893	STATE OF WYOMING W 81	4131A	_	36	18N	113W	06/21/1992	_	_
4	_	LATERAL A-6 EXT 81	4131A	NE,NW	16	28N	112W	06/21/1992	_	_
	90908	BELCO C75-36	4143	NE	36	28N	113W	11/23/1983	_	_
2	_	LATERAL A-26 LOOP	4175	SE	16	37N	112W	09/04/1986	_	_
2	91088	BBU FED. 840-8	4219	NW	16	16N	93W	06/06/1985	_	_
12	91126	DOMD RENEW DEC SPLT RVR 31-2	4301	NW	36	28N	112W	11/07/1985	_	_
	91109	BELCO BLBU 830-16	4302	_	16	27N	113W	08/07/1986	_	_
	91108	BELCO GRBU 81-36	4303	SE,NE	36	27N	113W	01/09/1986	_	_
12	_	TRUNK A EXT. 1	4304	NW	16	16N	93W	09/04/1986	_	_
12/C	_	TRUNK A	4335	SW	36	32N	114W	08/07/1986	_	_
12/A	_	TRUNK A	4335	SE	36	31N	111W	08/07/1986	_	_
12/B	_	TRUNK A	4335	SE,SW,NW	16	31N	112W	08/07/1986	_	_
	91167	CITIES SERVICE STATE 33	4520	NE	36	28N	112W	_	_	_
	_	LAT A-27 EXT 83	4601	NE,SE	36	28N	112W	10/02/1986	_	_
	91209	EXXON FIGURE FOUR FED 86-31	4930	SE	36	28N	112W	06/10/1992	_	_
	91385	CHAMPLIN 169 AMOCO G-2	5093	SW,SW	34	19N	112W	08/01/1990	_	_

424

EXHIBIT "A"

	METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:1	_	22 HOT-TAP	5093	SW	34	19N	112W	11/12/1990	_	_
:6/A	_	LAT A10, A3 X-OVER	5093	NE,SE	16	19N	112W	08/02/1990	_	_
:5	_	TRUNK "B"	5093	W1/2	34	19N	112W	08/01/1990	_	_
:1	91322	CHAMPLIN 169 AMOCO L-2	5093	SE	16	19N	112W	07/24/1990	_	_
B	91511	BRUFF #14	5093	_	16	19N	112W	01/22/1992	_	_
6/B	_	LAT A10,A3 X-OVER	5093	SW	22	19N	112W	08/02/1990	_	_
1	_	LATERAL B-36	5094	_	16	27N	112W	PENDING	_	_
1	91395	CHAMPLIN #206 F-2	5109	W1/2	32	19N	112W	06/10/1992	_	_
1	91393	CHAMPLIN 106 F-2	5109	W1/2	8	18N	111W	06/10/1992	_	_
A	_	LATERAL B-4	5142	_	8,16	18N	112W	06/01/1992	_	_
	_	LATERAL B-3	5142	NE,NW,SW	16	18N	112W	06/01/1992		
1/B	_	LATERAL B-5	5152	NE,NW	34	19N	112W	01/24/1991	_	_
1/A	_	LATERAL B-5	5152	SE	26	19N	112W	01/24/1991	_	_
	_	BRUFF #1	5152	_	22	19N	112W	PENDING	_	_
2	90670	*BRUFF #2	5154	SW	17	18N	112W	06/08/1992	_	_
B	_	LATERAL B-4	5170	NW	8	18N	112W	06/10/1992	_	_
2	_	LATERAL A-21	5170	ALL	16	19N	112W	06/10/1992	_	_
	90736	BRUFF #8	5170	NW	8	18N	112W	06/08/1992	_	_
C	_	LATERAL B-4	5170	SW	6	18N	112W	06/08/1992	_	_
	90895,90894	CHAMPLIN 169 F-1	5181	SW	36	19N	112W	04/08/1991	_	_
	91421	AMOCO-CHAMPLIN 205 B-1	5202	SE	24	19N	112W	06/08/1992	_	_
	91428	ARROW HEAD-SPUR CANYON #1	5231	NW	16	26N	112W	06/08/1992	_	_

425

EXHIBIT "A"

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	–	LATERAL A-1 CROSSOVER	5251	SE	36	27N	113W	PENDING	–	–
	–	LATERAL A-1 CROSSOVER	5251		1,12	26N	113W	PENDING	–	–
	–	LATERAL A-17 LOOP	5256	SW	16	26N	112W	PENDING	–	–
	90704	BRUFF #3	5265	NE	16	19N	112W	PENDING	–	–
	91511	BRUFF #16	5277	–	16	19N	112W	PENDING	–	–
	–	LAT. A-1 X-OVER ACCESS RD	5299	–	36	27N	113W	PENDING	–	–
	91602	BRUFF #12	5303	–	8	18N	112W	PENDING	–	–
	–	LATERAL A-18	5690	SW	16	27N	112W	02/02/1961		
	–	GMH #18	5823	NE	1	26N	113W	03/01/1962	–	–
	90310	GMMU #25 & #45	5808	–	–	26N	113W	04/30/1964	–	–
A	90616	MAXA UNIT #1	8071	–	22	19N	112W	02/23/1960	–	–
B	90616	MCKA UNIT #1	8071	–	22	19N	112W	02/23/1960	–	–
	90690	WILSON RANCH #6	8119	–	16	19N	112W	03/13/1979	–	–
	90670	AMOCO BRUFF #2	8429	–	16	19N	112W	07/05/1979	–	–
	–	LAT A4	8265	–pt. sec.	36	18N	112W	11/29/1979	–	–
	90617	STATE 1-9	8267	NW	9	12N	93W	02/06/1981	–	–
	–	LAT A-2	8437	NW	16	16N	93W	03/21/1983	–	–

[redacted] [redacted] [redacted]

Exhibit A

The record owner of the property described in this Exhibit A is the United America (the "USA"), and Grantor has assignments of the property describ Exhibit A from the USA.

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/B	NA	LIQUIDS LINE FROM PAINTER RES.	-	-	6,4	15N	119W	06/18/1980		
/A	NA	LIQUIDS LINE FROM PAINTER RES.	-	-	6,4	15N	119W	06/18/1980		
	90765	GRBU #67-6	LEASE RIGHTS	SW	6	27N	112W	08/28/1979		
	90046	S #4	LEASE RIGHTS	-	34	30N	113W			
	90752	SEVEN MILE GULCH #9	LEASE RIGHTS	NE,SW	16	20N	112W	07/10/1980		
	90760	ELBU #27-17	LEASE RIGHTS	SW	17	27N	113W	12/06/1979		
	90773	WHISKEY BUTTES #39	LEASE RIGHTS	SE,SE	36	21N	112W	09/03/1980		
	90776	GRBU #70-19	LEASE RIGHTS	SE,SW	19	27N	112W	10/26/1979		
	NA	LATERAL T-3 EXT	LEASE RIGHTS		MANY	28N, 29N	113W	05/04/1979		
	90844	TIP TOP 72-20G	LEASE RIGHTS	SE,NE	20	29N	113W	05/04/1979		
	90795	ELBU #29-28	LEASE RIGHTS	NE	28	27N	112W	09/16/1980		
	90979 (P&A)	TIP TOP 22-28G	LEASE RIGHTS	NW	28	29N	113W	05/04/1979		
	90756	AMOCO, HARRINGTON FED #1	LEASE RIGHTS	NE	5	22N	111W	10/16/1980		
	90653	GRBU #60-17	LEASE RIGHTS	SE,SW	18,17	27N	112W	06/12/1979		
	90761	CHIMNEY BUTTE #22-35	LEASE RIGHTS	SE.SW	35	28N	113W	12/06/1979		
	NA	TRUNK T LOOP	LEASE RIGHTS		1	28N	114W			
	90793	FED #40-7	LEASE RIGHTS	SE	7	27N	111W	07/28/1980		
	90792	FED #40-6	LEASE RIGHTS	SW,NE	6,7	27N	111W	07/28/1980		
	90658	CHIMNEY BUTTE #20-34	LEASE RIGHTS	NE,SW	33,34	28N	113W	05/14/1980		
	90928	BELCO S-32-33	LEASE RIGHTS	NE	33	30N	113W	02/03/1982		
	90116	BELCO BHD 29	LEASE RIGHTS	NE	33	28N	113W			
	90785	RED HILL #1-18	LEASE RIGHTS		7,18	27N	112W	01/21/1980		

8278

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

	METER #	FACILITY	EASEMENT NO.		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90802	TIP TOP-22-17G		LEASE RIGHTS	SW,NW	8,17	28N	113W	10/17/1980		
	90847	APACHE O&G BIRD CTN 1-23		LEASE RIGHTS	SE	23	27N	112W	05/17/1981		
G1/A	NA	LAT T-6		LEASE RIGHTS		MANY	28N	114W	08/17/1980		
G1	90834	DEVON CORP. FED 1-20		LEASE RIGHTS	SE	20	20N	111W	03/15/1982		
G1	90810	GSSU #73-17		LEASE RIGHTS	NW	17	27N	112W	12/12/1980		
G1/B	90611	FOGARTY CREEK #8-20		LEASE RIGHTS	_	MANY	28N	114W	08/17/1980		
	90672	TIP TOP T32-66		LEASE RIGHTS	SW,NW	33,6	29N,28N	113W	05/06/1979		
G1	90807	AMOCO-WILSON RANCH #19		LEASE RIGHTS	SE	36	20N	112W	10/28/1980		
G1	90796	KLSU #30-21		LEASE RIGHTS	NE	28	27N	112W	10/02/1980		
	90750	UNC-LAMLER FED-1-30		LEASE RIGHTS	NW	30	19N	112W	06/25/1980		
	90791	FED 10-17		LEASE RIGHTS	_	20,17	27N	111W	07/28/1980		
	90790	FED #10-8		LEASE RIGHTS	_	7,8	27N	111W	07/28/1980		
	90764	FED #40-20		LEASE RIGHTS	NW,NE,SE	20	27N	111W	07/29/1980		
9	90130	HOGSBACK #11-18		LEASE RIGHTS	_	18	27N	113W	_		
	90891	BELCO CHAMBERS FED 2-17		LEASE RIGHTS	NW	17	30N	113W	04/20/1981		
G1	90843	CHRISTMANN 1-16		LEASE RIGHTS	NW	16	18N	111W	11/25/1980		
G1	NA	LAT. A-14		LEASE RIGHTS	NE,NE	32	21N	112W	12/08/1980		
	90824	BELCO C-72-25		LEASE RIGHTS	SE	25	28N	113W	12/11/1980		
5	90088	CHIMNEY BUTTE #7		LEASE RIGHTS	_	27	29N	113W	_		
31	90760	AMOCO-WHISKEY BUTTES #41		LEASE RIGHTS	SW	26	21N	112W	10/28/1980		
31	90782	KLSU #32-33		LEASE RIGHTS	NW	33	27N	112W	09/04/1980		
	90775	WILSON RANCH #16		LEASE RIGHTS	_	6	19N	112W	10/28/1980		

524

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

MEYER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90814	AMOCO-WHISKEY BUTTES #45	LEASE RIGHTS	NW,NE	7	22N	111W	10/28/1980		
90063	BMG #6	LEASE RIGHTS	_	33	28N	113W	_		
90757 P&A	FED #10-20	LEASE RIGHTS	NE,NW	19,20	27N	111W	03/20/1980		
90784	GRBU #74-31	LEASE RIGHTS	SW	31	27N	112W	09/04/1980		
90166	CHIMNEY BUTTE #2	LEASE RIGHTS	_	35	28N	113W	_		
90630	E LABARGE UNIT #26-9	LEASE RIGHTS	SW	9	27N	113W	05/23/1979		
90744	FED #10-32	LEASE RIGHTS	NW	32	27N	111W	03/20/1980		
90082	TIP TOP #07-29	LEASE RIGHTS	_	29	28N	113W	_		
90810,90853	AMOCO-EUBUB FED. #1	LEASE RIGHTS	NW	12	18	112W	10/02/1980		
90783	GRBU #72-27	LEASE RIGHTS	NW,NE,SE	27	27N	113W	08/28/1980		
90154	B & H #1	LEASE RIGHTS	_	1	27N	114W	_		
1/A 90402	TIP TOP #44-21	WYW 1622		20	28N	113W	10/18/1966		
1/B 90402	TIP TOP #44-21	WYW 1622		21	28N	113W	10/18/1966		
90400	SOUTH HOGSBACK #4-9	WYW 1623		16,9	26N	113W	11/17/1966		
1 NA	LATERAL A-20	WYW 1624		MANY	26N	113W	11/02/1966		
90417,90406	HOGSBACK #75-17	WYW 1748	MANY	17	26N	113W	11/17/1966		
90403	HOGSBACK #67-190	WYW 2209		19	27N	113W	11/07/1966		
90401	SOUTH HOGSBACK #3-16	WYW 2264		16	26N	113W	11/17/1966		
90406	STAR CORRAL #6-21 DEER HILL 2	WYW 3427		21	30N	113W	01/26/1967		
90396	SO. HOGSBACK 22X-17	WYW 4356	NW	17	26N	113W	03/30/1967		
90409	SOUTH HOGSBACK #65-5	WYW 4491		5	26N	113W	03/13/1967		
1/A 90414	SOUTH HOGSBACK #34-8	WYW 6263		8	26N	113W	06/07/1967		

NUM 12/16/92

430

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INDX DATE	RECORDED BOOK	RECORDED PAGE
:1/B	90414	SOUTH HOGSBACK #34-8	WYW 6263		8	26N	113W	06/07/1967		
	90592	STEAD CANYON UNIT #1-15	WYW 6661 61151	_	MANY	26N	112W	01/03/1978		
:1	90684	WHISKEY BUTTES #4	WYW 7214L 712141	_	28	21N	112W	10/31/1980		
1	90411 (P&A)	McDONALD DRAW #7-18	WYW 8745		18,19	28N	112W	12/15/1967		
1	90415	EAST LABARGE NO 20-21	WYW 8906		20	27N	112W	11/28/1967		
	90416	MOXA UNIT #1	WYW 9215	_	22	19N	112W	11/15/1967		
	90412	BILCO CB-18-34	WYW 9218	SE,SW	34	28N	113W	12/15/1967		
	_	DRIP PIT SITE, METER SITE	WYW 9710	SE	20	28N	113W	12/15/1967		
1	90420	NORTH LA BARGE #23-16	WYW 11234		21	27N	113W	06/21/1960		
	90421	HOGSBACK 36X-5	WYW 11724	SW	5	26N	113W	06/21/1960		
	90136	HOGSBACK #76-20	WYW 12848 011748		20	27N	113W	07/01/1960		
	90329	MOBIL 44-29 X-OVER	WYW 13723	SE	29	28N	113W	08/13/1968		
	90176	LABARGE #1	WYW 13724	_	27	27N	113W	08/13/1968		
	90291	LABARGE #3	WYW 13725	_	27	27N	113W	08/13/1968		
	90289	GURU #43 CROSS OVER	WYW 13727	_	11	26N	113W	08/13/1968		
	90178	LABARGE #2	WYW 13728	_	34	27N	113W	08/13/1968		
2	NA	CROSSOVER FROM TRUNK T TO DRIP	WYW 14972		20	28N	113W	12/11/1968		
	90424	GRB #50-30	WYW 15890	NE	30	27N	112W	03/06/1969 S		
	90428	MOBIL TIP TOP #06-1	WYW 16787		6,1	26N	113,114W	01/12/1969		
	90438,90437	HOGSBACK #36-31	WYW 16788	SW	31	27N	113W	03/12/1969		
	90429	TIP TOP #13-18	WYW 16789		12,13	28N	114W	03/12/1969		
	90430	TIP TOP 37-29	WYW 16790		32,29	28N	113W	03/12/1969		

43

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90435	TIP TOP 84-30	WYW 16791		29,30	28N	113W	03/12/1969		
90439,90440	SOUTH HOGBACK 62-7	WYW 16792		6,7	26N	113W	03/12/1969		
90432,90433	HOGBACK 874-31	WYW 16793	SE,NE	31	27N	113W	03/12/1969		
90436	TIP TOP 37-30 SOUTH	WYW 16950	SW	30	28N	113W	03/12/1969		
90434	SOUTH HOGBACK 21-21	WYW 17278	NW	16,21	26N	113W	03/19/1969		
-	~~SOUTH HOGBACK 63-10 RELINQUISHED~~	~~WYW 17280 REL~~	~~NW~~	17	26N	113W	~~03/19/1969~~		
90427	HOGBACK 818-30	WYW 17349	SW	30	27N	113W	03/06/1969		
NA	LATERAL A-17 LOOP	WYW 20836 118275	SE	8	26N	112W	10/30/1990		
NA	CPS 984	WYW 19615	NW	26	28N	113W	08/15/1969		
NA	CPS 985	WYW 19651	SE	1	27N	114W	08/15/1969		
NA	CPS 986	WYW 19906	SE	19	27N	113W	08/15/1969		
NA	CPS 8982	WYW 20927	NE	26	20N	115W	09/02/1969		
NA	CPS 8983	WYW 21501	NE	2	21N	119W	12/09/1969		
90448,90449	HOGBACK 884-6	WYW 23402		6	26N	113W	08/13/1970		
90447	HOGBACK 863-30	WYW 23403		30	27N	113W	08/13/1970		
NA	CPS 1023	WYW 23465	SW	2	26N	113W	07/22/1970		
90446	SOUTH HOGBACK 85-16	WYW 23785		16	26N	113W	08/13/1970		
90445	GSRU 852-35	WYW 23786		34	27N	113W	08/13/1970		
90199	BELCO B 862	WYW 25344		23,14	29N	113W	03/15/1961		
90452	TIP TOP 16-19	WYW 25892	NE	24	28N	114W	10/20/1970		
90453	TIP TOP 16-32G	WYW 25893		31,32	29N	113W	10/20/1970		
90460	DEER HILL 6-10	WYW 27918		9,10	30N	113W	04/06/1971		

ARM 12/16/92

432

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90455,90464	BOOSBACK 37-18	WYW 27919		18	27N	113W,114W	04/06/1971		
	90450	BOOSBACK 873-19 & X-OVER	WYW 27967		21,20,19	27N	113W	04/19/1971		
	90464	TIP TOP 23-31	WYW 28565	NE,NW	31	29N	113W	06/18/1971		
	90463	MOBIL 63-12	WYW 28916	NE	12	20N	114W	06/18/1971		
	90466	BOOSBACK 37-20	WYW 28917	SW	20	27N	113W	06/18/1971		
	90467	BOOSBACK 27-17, DRIP	WYW 28986	NW	17	27N	113W	06/18/1971		
	90473	SOUTH BOOSBACK 41-20	WYW 29555		21,20	26N	113W	08/05/1971		
	90469	BOOSBACK 872-7	WYW 29556		8,7	27N	113W	08/06/1971		
	NA	CPS 1043	WYW 29557		6	26N	113W	08/06/1971		
	90470	BOOSBACK 11-31G	WYW 31029	NW	31	27N	113W	10/07/1971		
	90474	BOOSBACK 872-24	WYW 31257		24,19	27N	113,114W	11/05/1971		
	90060	BMG #4	WYW 00892 036192		32	20N	113W	10/29/1956		
G2	NA	24" MUDDY CREEK LOOP	WYW 34642	NE	26	20N	115W	02/13/1984		
G3/F	NA	16" BIG PINEY LINE	WYW 035095	SE,NE	2	21N	114W	10/29/1956		
G3/O	NA	16" BIG PINEY LINE	WYW 035095		21,22,27	27N	113W	10/29/1956		
G3/A	NA	16" BIG PINEY LINE	WYW 035095	SW,SE,NE	14	20N	115W	10/29/1956		
G3/E	NA	16" BIG PINEY LINE	WYW 035095	SE,NE	36	23N	114W	10/29/1956		
G3/D	NA	16" BIG PINEY LINE	WYW 035095	NE,SE,SW	22	21N	114W	10/29/1956		
G3/Q	NA	16" BIG PINEY LINE	WYW 035095		29,32	20N	113W	10/29/1956		
G3/C	NA	16" BIG PINEY LINE	WYW 035095	SW	22	21N	114W	10/29/1956		
G3/B	NA	16" BIG PINEY LINE	WYW 035095	NW	12	20N	115W	10/29/1956		
G3/L	NA	16" BIG PINEY LINE	WYW 035095	NE	35	26N	113W	10/29/1956		

433

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
4G3/R	NA	16" BIG PINEY LINE	WYW 035095	SE	20	28N	113W	10/29/1956		
4G3/H	NA	16" BIG PINEY LINE	WYW 035095		2,3	26N	113W	10/29/1956		
4G3/I	NA	16" BIG PINEY LINE	WYW 035095	SW,NW,NE	29	23N	113W	10/29/1956		
4G3/G	NA	16" BIG PINEY LINE	WYW 035095			22N-23N	113W-114W	10/29/1956		
4G3/J	NA	16" BIG PINEY LINE	WYW 035095			23N-24N	113W	10/29/1956		
4G3/E	NA	16" BIG PINEY LINE	WYW 035095	NW,SW	14	21N	114W	10/29/1956		
4G3/M	NA	16" BIG PINEY LINE	WYW 035095		2,11,14	26N	113W	10/29/1956		
6	90093	TIP TOP #33-12-G	WYW 036192	_	12	28N	114W	10/29/1956		
	90133	BELCO B #9A	WYW 036192		14	29N	113W	10/29/1956		
2	90096	TIP TOP #73-31	WYW 036192	_	31	29N	113W	10/29/1956		
5	90003	B #2	WYW 036192	_	23	29N	113W	10/29/1956		
4G3/A	NA	TRUNK S	WYW 036192		20	28N	113W	10/29/1956		
	90032	C #1	WYW 036192	_	23	28N	113W	10/29/1956		
8	90051	SLATNER #1	WYW 036192	_	14	29N	113W	10/29/1956		
4G1/A	NA	LATERAL A-8	WYW 036192		28	28N	113W	10/29/1956		
7	90054	M & M #1	WYW 036192	_	14	29N	113W	10/29/1956		
4	90004	B #3	WYW 036192	_	23	29N	113W	10/29/1956		
1	NA	LATERAL H-6	WYW 036192		MANY	29N	113W	10/29/1956		
1	90425	BELCO B #5	WYW 036192	NENW	35	29N	113W	10/29/1956		
4G2	90075	TIP TOP #18-20	WYW 036192	_	20	28N	113W	10/29/1956		
1	90077	TIP TOP #30-1G	WYW 036192		1	28N	114W	10/29/1956		
	NA	TRUNK T	WYW 036192		MANY	28N,29N	113W	10/29/1956		

434

.RUN 12/16/92

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
6	90029	B #11,B #40	WYW 036192		14	29N	113W	10/29/1956		
5G1/B	NA	LATERAL A-8	WYW 036192		22,27	28N	113W	10/29/1956		
G3/E	NA	TRUNK B	WYW 036192		MANY	29,30N	113W	10/29/1956		
G1/D	NA	LATERAL A-8	WYW 036192		23,14	28N	113W	10/29/1956		
5	90057	BHG #1, #52	WYW 036192		28	28N	113W	10/29/1956		
2G3/B	NA	TRUNK B	WYW 036192		MANY	28,29N	113W	10/29/1956		
4	90062	HELPER BHG #5-8	WYW 036192		20	28N	113W	10/29/1956		
6	90032	BELCO C-1	WYW 036192		23	28N	113W	10/29/1956		
7	90033	C-2	WYW 036192		14	28N	113W	10/29/1956		
2G3/A	NA	TRUNK B	WYW 036192		17,20	28N	113W	10/29/1956		
5G1/C	NA	LATERAL A-8	WYW 036192		22,23	28N	113W	10/29/1956		
33/C	NA	TRUNK B	WYW 036192		MANY	29N	113W	10/29/1956		
MG3/B	NA	TRUNK B	WYW 036192		MANY	28N	113W	10/29/1956		
6	90053	SUPERIOR MARSHALL #1	WYW 036192		34	30N	113W	10/29/1956		
33/D	NA	TRUNK B	WYW 036192		3	29N	113W	10/29/1956		
3	90010	B #6	WYW 036192		35	29N	113W	10/29/1956		
2	90120	HOOSBACK #84-18	WYW 045038		18	27N	113W	07/03/1957		
5G2	90120	HOOSBACK 84X-18	WYW 045038		17,18	27N	113W	07/03/1957		
5G3	NA	TRUNK "A", PIGGING FACILITY	WYW 045038	NE	21	27N	113W	07/03/1957		
2G3/A	90092	LATERAL T-1,TIP TOP 23-13	WYW 045038		18,19	28N	113W	07/03/1957		
2	90081	BR TRUNK A-2, HOOSBACK #87-19	WYW 045038		MANY	27N	113W	07/03/1957		
2G3/C	90092	LATERAL T-1,TIP TOP 23-13	WYW 045038		13	28N	114W	07/03/1957		

435

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METER #	FACILITY	HARMONY NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
13/B 90092	LATERAL T-1,TIP TOP 23-13	WYW 045036		13	28N	114W	07/03/1957		
	BIG PINEY METER SITE	WYW 045750	NE	34	29N	113W	01/11/1957		
P&A	B-13	WYW 046880		26	29N	113W	04/08/1957		
90002	B #1A	WYW 046880	_	22,23	29N	113W	04/08/1957		
90016	LATERAL B-10,B-17	WYW 046880		MANY	29N	113W	04/08/1957		
90062	BBG5-8	WYW 046880		8,9	27N	113W	04/08/1957		
13 RA	LAT. B-14 (B18)	WYW 046880	SW	2	29N	113W	05/08/1957		
90103	B-12	WYW 046880		23	29N	113W	04/08/1957		
90036	C-11A	WYW 046880		23	28N	113W	05/08/1957		
90017	B-10	WYW 046880		2,3	29N	113W	04/08/1957		
P&A	B-14	WYW 046880		36	29N	113W	04/08/1957		
90068	BBG #16	WYW 046880	-	5	27N	113W	04/08/1957		
90083	TIP TOP #88-30	WYW 046881	_	30	28N	113W	07/02/1957		
90090	BOGSBACK #88-30	WYW 046881		19	27N	113W	07/02/1956		
90098	BOGSBACK #88-30	WYW 046881		19,30	27N	113W	07/02/1957		
90083	LATERAL A-10,TIP TOP 88-30	WYW 046881		29,30,32	28N	113W	07/02/1957		
90068	BBG #16	WYW 046881	_	5	27N	113W	07/02/1957		
90505	TIP TOP #61-29	WYW 47140		20,29	28N	113W	09/09/1974		
90504	TIP TOP #66-17	WYW 48325		17	28N	113W	01/17/1975		
90506	TIP TOP #64-13	WYW 48335		13	28N	113,114W	01/17/1975		
RA	LATERAL T-2	WYW 48885		MANY	26N,28N	113W,114W	03/14/1975		
90507	GUSU #53-23	WYW 48885		14	26N	113W	03/14/1975		

430

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
4	90514	PINE GROVE RIDGE FED #1	WYW 48685		6	28N	114W	03/14/1975		
901	90511	EAST LABARGE 21-29	WYW 48963		29,30	27,28N	112,113W	02/20/1975		
1	90508	NORTH LABARGE #24-33	WYW 48968		33	28N	112W	02/28/1975		
1	90510	CHIMNEY BUTTE #19-34	WYW 48968		34	28N	113W	02/28/1975		
901	90513	GRBU #51-1	WYW 49376		2	26N	113W	04/07/1975		
1	NA	TRUNK A	WYW 49454			14,15N	92W	07/15/1975		
1	NA	TRUNK A, LATERAL A-1	WYW 49454		11,14	16N	93W	07/15/1975		
902	90556	WYOMING STATE #36-1	WYW 49454		MANY	16N,17N	93W	07/15/1975		
1	90551	BARREL SPRINGS UNIT II #11-1	WYW 49454		11	16N	93W	07/15/1975		
1	90657	GRBU #57-6	WYW 50096	NW,NE	6	27N	112W	06/17/1975		
1	NA	CPS #1237	WYW 51106	NE	2	21N	116W	02/17/1976		
902	90517,91217	WILSON RANCH #2, #1-14 MS	WYW 51482		12,14	19N	113W	11/03/1975		
1	NA	LATERAL A-22 & PIG RECEIVER	WYW 51781		16	24N	113W,116W	11/21/1975		
1	90541	FEDERAL #2-11	WYW 51785	SW	11	24N	116W	11/21/1975		
1	90542	FEDERAL #1-14	WYW 51785	NW	14	24N	116W	11/21/1975		
901	90538	FEDERAL #44-11	WYW 51785	SW	11	24N	116W	11/21/1975		
901	NA	LATERAL A-23	WYW 51785		14,11	24N	116W	11/21/1975		
1	90527	RED GAP #1	WYW 52139		21	26N	113W	11/20/1975		
	90521	TIP TOP T-36-8-G	WYW 52213		7,8,18	20N	113W	11/20/1975		
1	90523	TIP TOP T63-7G	WYW 52214		7	20N	113W	11/20/1975		
	90562	FOGARTY CREEK FED #1-32	WYW 52431		MANY	20N	116W	11/20/1975		
	90563,91178	TIP TOP #75X-2	WYW 52432		2	20N	116W	11/20/1975		

GD RES. Area

437

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
1	90520	TIP TOP 71X-2G	WYW 52432		2	28N	114W	11/20/1975		
9Q2	90524	EAST LA BARGE #23-5	WYW 52437		5	26N	112W	03/10/1976		
6	90526	TIP TOP F-21X-33G	WYW 52498		28,33	28N	113W	04/22/1976		
6	90537,91177	TIP TOP 26X-12	WYW 53130	SW,NW	12	28N	114W	02/24/1976		
0	90605	EAST LA BARGE #24-5	WYW 53136		5	26N	112W	03/10/1976		
7Q1	90561	FOGARTY CREEK #2-16	WYW 53140		9	28N	114W	02/24/1976		
1	P&A	TIP TOP F-44X-28G	WYW 53189 (KEEP LAND RIGHTS)		SE	28	29W	113W	02/24/1976	
3	RA	LATERAL T-3	WYW 53190			28N,29N	113W	02/24/1976		
0Q2	90532	TIP TOP #F-13X-9G	WYW 53191		8,9	28N	113W	02/24/1976		
2	90535	TIP TOP F-33X-29G	WYW 53192		28,29	29N	113W	02/24/1976		
7	90528	TARTARS ISLAND UNIT #1-33	WYW 53481		MANY	27N,28N	112W	03/26/1976		
7	90545	FEDERAL #3-11	WYW 54232	SW	11	24N	114W	06/15/1976		
4	90606	DELCO B #21-28	WYW 54276	SE	28	30N	113W	06/15/1976		
9	90529	B #19-28	WYW 54530	_	28	30N	113W	06/15/1976		
2/B	90560	SOUTH UNIT #1	WYW 54530	_	15,14	14N	103W	08/13/1976		
2/A	90560	SOUTH UNIT #1	WYW 54530	SW	14	14N	103W	07/16/1976		
8	90530	B #18-21	WYW 54531	_	21	30N	113W	06/15/1976		
5	60607	TIP TOP F-21X-29G	WYW 54560	NW,NE,SE	28	29N	113W	06/15/1976		
9	90578	TIP TOP 31-17G	WYW 54864		17,8	28N	113W	06/15/1976		
8	90577	TIP TOP 12-33	WYW 54865	NE,NW	33	29N	113W	06/15/1976		
0Q3	90576	TIP TOP 22-22	WYW 54873	SE,SW,NW	22	28N	113W	07/22/1976		
2Q1	90572	FEDERAL #3-6	WYW 57253		10,3,4	28N	114W	03/24/1977		

428

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90575	WILLOW CREEK UNIT #1	WYW 57883	LOT 11	3	24N	114W	05/02/1977		
90575	WILLOW CREEK UNIT #1	WYW 57893	LOT 9	2	24N	114W	05/02/1977		
NA	CPS #1256	WYW 57956	SW	13	27N	114W	03/07/1977		
90566	BELCO 8-22-33	WYW 58051		33,34	30N	113W	01/12/1977		
90471,90472	HOGBACK 28-32	WYW 58121	SW	32	27N	113W	04/07/1977		
90573	RAINBOW FED UNIT B-1	WYW 59126	SE,SW	3	26N	113W	05/13/1977		
91195	TX A, LINC RD 2-9 MB, RU 2-9MB	WYW 59516		MANY	24N	111W	08/03/1977		
91195	LINCOLN ROAD #2-9	WYW 59516	-	9	24N	111W	08/03/1977		
NA	TRUNK A	WYW 59516		MANY	24N	111W-113W	08/08/1977		
90579	LINCOLN RD 1	WYW 59516	SW,SE	9	24N	111W	08/03/1977		
90508	AJAX FEDERAL #1-9	WYW 60183	SE	9	14N	102W	10/12/1977		
90507	KROEHNER FEDERAL #1-11	WYW 60183	SE	11	14N	102W	10/12/1977		
90590	CHAMPLIN FEDERAL #1-14	WYW 60183	-	11,14	14N	102W	10/12/1977		
90586	NORTH PIO FEDERAL #1	WYW 60183	-	8	14N	102W	10/12/1977		
90589	UNION FEDERAL #2-11	WYW 60183	SW	11	14N	102W	10/12/1977		
90585	CHAMPLIN FEDERAL #1-12	WYW 60183	SW	12	14N	102W	10/12/1977		
91516	FEDERAL 3-6	WYW 60512		6	18N	111W	10/28/1992		
90727	LINCOLN RD 4	WYW 60657		4,5	24N	111W	11/26/1979		
NA	TRUNK A EXT.	WYW 60658		3,4	24N	111W	07/25/1978		
90580	LINCOLN RD 2	WYW 60658		3,4	24N	111W	01/26/1978		
NA	TRUNK A EXT.	WYW 60659	SE	4	24N	111W	07/25/1978		
90581	LINCOLN RD 3	WYW 60659	SE	4	24N	111W	01/26/1978		

439

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MEYER_S	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	TRUNK A EXT.	WYW 60719		4,9	24N	111W	07/25/1978		
NA	TRUNK A & DRIP SITE	WYW 61950			14N	102W,103W	12/14/1977		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	35	26N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254			24N-25N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SW,SE,NE	14	20N	115W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254		21,22,27	27N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	2	21N	114W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SW,NW,NE	29	23N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254		2,11,14	26N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	NW,SW	14	21N	114W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SE,NE	36	23N	114W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254		29,32	28N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254		5,8,9,16	27N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	NW	12	20N	115W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254		2,3	26N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	SW	22	21N	114W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254			23N-24N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254			22N-23N	113W-114W	05/26/1950		
NA	TRUCK TURNAROUND	WYW 062254	SE	20	28N	113W	05/26/1950		
NA	30" BIG PINEY LOOP LINE	WYW 062254	NE,SE,SW	22	21N	114W	05/26/1950		
90610	ALLEN #1-15	WYW 62559		14,15	28N	114W	04/23/1970		
NA	LAT T-6	WYW 62559		14,15	28N	114W	04/13/1970		

440

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	ACCESS ROAD	WYW 62595		MANY	25N	112W, 113W	08/19/1986		
90626	BRUTE CREEK #3	WYW 62842	SE	30	23N	112W	02/01/1979		
90625	BRUTE CREEK #2	WYW 62843	SW	31	23N	112W	02/02/1979		
90609	BLACK BUTTE #1	WYW 62847	SE	2	19N	103W	05/19/1978		
1 NA	TRUNK A, CPS 1410	WYW 62848		MANY	22N,23N	112W,113W	02/02/1979		
NA	LAT B-2	WYW 62885		MANY	24N-25N	110W	01/16/1979		
90634,90623	FED. 22-22	WYW 62886	SE	22	25N	110W	01/22/1979		
90635,90633	FED 32-27	WYW 62888	SW,SE	27	25N	110W	01/22/1979		
90090	BELFER BMG #27	WYW 062892		4,5	27N	113W	06/09/1958		
01/A NA	LATERAL A-1	WYW 062892		2,3	26N	112W	06/09/1958		
NA	LATERAL B-4	WYW 062892		MANY	28N	113W	06/09/1958		
90106	BELCO B #44	WYW 062892		25,36	29N	113W	06/09/1958		
NA	LAT B-14 X-OVER BELCO B #10	WYW 062892		2	29N	113W	06/09/1958		
90117	BMG #26	WYW 062892		21	27N	113W	06/09/1958		
90045	BELCO B-2	WYW 062892		21	30N	113W	06/09/1958		
90069	BELFER BMG #17	WYW 062892		5	27N	113W	06/09/1958		
01/B NA	LATERAL A-1	WYW 062892		31	27N	112W	06/09/1958		
90184	EAST LA BARGE #2A	WYW 062892		28,33	27N	112W	06/09/1958		
90426	B #4	WYW 062892		26	29N	113W	10/29/1956		
NA	LATERAL B-12	WYW 062892		14	29N	113W	06/09/1958		
90091	HOGSBACK #22-20	WYW 062892		20	27N	113W	06/09/1958		
/A NA	TRUNK B	WYW 062892		26	29N	113W	06/09/1958		

147

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METER #	FACILITY	HARMONY NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90079	TIP TOP #68-32	WYW 062892		32	28N	113W	06/09/1958		
90074	BELFER BRG #25	WYW 062892		9	27N	113W	06/09/1958		
P&A 90102	BELCO C-13	WYW 062892		23,24	28N	113W	06/09/1958		
90067	BELFER BRG #15	WYW 062892		32	28N	113W	06/09/1958		
NA	LATERAL A-1	WYW 062892		28,29	27N	112W	06/09/1958		
NA	LATERAL A-9	WYW 062892		5	27N	113W	06/09/1958		
90040	LATERAL B-7,8-7	WYW 062892		2,35	29N-30N	113W	06/09/1958		
90018	BELCO #22	WYW 062892		25	29N	113W	06/09/1958		
P&A	BIG PINEY #1	WYW 062892		3	29N	113W	06/09/1958		
90370	BELCO B #13	WYW 062892		21,22,28	30N	113W	06/09/1958		
90020	B #45,B #31	WYW 062892		2	29N	113W	06/09/1958		
NA	LATERAL B-12 LOOP	WYW 062892			29N	113W	06/09/1958		
90035	BELCO C #8	WYW 062892		14	28N	113W	06/09/1958		
90181	BELCO C #14	WYW 062892		10,11,15	28N	113W	06/09/1958		
P&A	BELCO C-15	WYW 062892		9	28N	113W	06/09/1958		
90047	B #6	WYW 062892		21	30N	113W	06/09/1958		
90024	B #30	WYW 062892		25	29N	113W	06/09/1958		
NA	LATERAL A-3	WYW 062892		20,29	27N	113W	06/09/1958		
90066 P&A	BMG #14	WYW 062892		32	28N	113W	06/09/1958		
90070	BELFER BMG-18	WYW 062892		17	27N	113W	06/09/1958		
90074	BMG #25	WYW 062892		9	27N	113W	06/09/1958		
90039	BELCO C-18	WYW 062892		14	28N	113W	06/09/1958		

442

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90071	BELPER BRG #19	WYW 062892		8	27N	113W	06/09/1958		
90069	BELPER BRG #21	WYW 062892		20	27N	113W	06/09/1958		
90040	BELCO C-19	WYW 062892		23	28N	113W	06/09/1958		
NA	LATERAL A-11	WYW 062892		8	27N	113W	06/09/1958		
31/A NA	LATERAL B-8	WYW 062892		26	29N	113W	06/09/1958		
90030	CHIMNEY BUTTE #1	WYW 062892		4,9	28N	113W	06/09/1958		
31/B NA	LATERAL B-8	WYW 062892		25,26,30	29N	112,113W	06/09/1958		
90067	BELCO 5A	WYW 062892		35	29N	113W	06/09/1958		
31 90065	BRG #11	WYW 062892		23	28N	113W	06/09/1958		
31/C NA	LATERAL A-1	WYW 062892		31	27N	113W	06/09/1958		
90025	B-32	WYW 062892		14,15	29N	113W	06/09/1958		
90073	BELPER BRG #23	WYW 062892		32	28N	113W	06/09/1958		
31 90048	BELCO B-7	WYW 062892			29N-30N	113W	06/09/1958		
01 NA	LATERAL B-1	WYW 062892		20	28N	113W	06/09/1958		
01/B 90074	BELPER BRG #25	WYW 062892		9	27N	113W	06/09/1958		
02 90331	HOGSBACK #77X-7-1	WYW 062892		7	27N	113W	05/09/1956		
2 NA	OPAL CB ACCESS ROAD	WYW 62899		MANY	20N	115W	02/23/1978		
NA	TRUNK B	WYW 62900		MANY	24N	110W,111W	01/23/1979		
NA	LAT B-1	WYW 62914			24N,25N	109W,110W	01/19/1979		
1 -	USA 1	WYW 62917		5	24N,25N	111W	01/23/1979		
90908	LINCOLN RD 12	WYW 62944	SE	17	24N	111W	03/23/1979		
-	LINCOLN RD 6	WYW 62944	SW,NW,SE	16	24N	111W	03/23/1979		

443

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	CPS #1295	WYW 62969	NW	21	26N	113W	05/23/1978		
NA	CPS #1292	WYW 063273	NE	28	27N	112W	07/26/1978		
90076	TIP TOP 23 X-30	WYW 063337		30	28N	113W	09/30/1958		
NA	LATERAL A-9	WYW 063337	_	5,6	27N	113W	09/20/1958		
90095	HOGSBACK #67X-6	WYW 063337		6	27N	113W	09/30/1958		
90080	HOGSBACK #77X-7	WYW 063337		7,8	27N	113W	09/30/1958		
90331	HOGSBACK #77X-7-1	WYW 063337		7	27N	113W	09/30/1958		
90121	HOGSBACK #76X-29	WYW 063337		29	27N	113W	09/30/1958		
90084	TIP TOP #33X-5	WYW 063337		5	27N	113W	09/30/1958		
90080	HOGSBACK #77X-7	WYW 063337		7,8	27N	113W	09/20/1958		
90095	HOGSBACK 67X-6	WYW 063337		5,6	27N	113W	09/30/1958		
90123	TIP TOP #81-7G	WYW 063337		7	28N	113W	09/30/1958		
NA	CPS #1309 AND LAT A-10	WYW 063337		_	28N,27N	113W	01/17/1980		
90604	B C FED #2-23	WYW 63520	_	15,22,23	27N	112W	07/26/1978		
NA	LATERAL A-2	WYW 63842	_	34	21N	111W	10/02/1978		
NA	LATERAL A-2	WYW 63842	_	32	21N	111W	10/02/1978		
NA	LATERAL A-2	WYW 63842	_	36	21N	11W	10/02/1978		
91585	SEVENMILE GULCH 22	WYW 63843		16	20N	112W	09/23/1992		
91437	SEVEN MILE GULCH #17	WYW 63843	NE	16	20N	112W	09/04/1991		
90724	SEVEN MILE GULCH #8	WYW 63843	NW,SE,SE	16	20N	112W	05/16/1991		
NA	LATERAL A-1	WYW 63843	_	16	20N	112W	10/04/1978		
NA	LATERAL A-1	WYW 63843	SW,NW	14	20N	112W	10/04/1978		

444

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
-01	90662	SEVENMILE GULCH #3	WYW 63844	_	36	21N	111W	10/04/1978		
-03/B	NA	TRUNK A	WYW 63845	_	MANY	19,20,21N	111W,112W	09/25/1978		
	91516	SAGEBRUSH FED 10-26	WYW 63845B	NW	27	20N	112W	11/21/1991		
-01	91270	AMOCO-CHAMPLIN 285-A-2	WYW 63845B	NE	26	20N	112W	12/14/1989		
-03	NA	LATERAL A-17	WYW 63845C	NW	2	19N	112W	12/14/1989		
	91583	CIG FEDERAL 2-10	WYW 63845		10	20N	112W	10/05/1992		
	91586	CHAMPLIN 288 B-2 G1	WYW 63845		10	20N	112W	09/23/1992		
-03/A	NA	TRUNK A	WYW 63845	_	MANY	19N	112W	09/25/1978		
	NA	BIRCH CREEK LATERAL	WYW 64375		MANY	27N	113W	10/03/1978		
	90608	TIP TOP F 75 32 G	WYW 64376	_	33,32	29N	113W	08/22/1978		
-02	NA	LAT B-7, P/L XING #1-20 MB	WYW 64691	_	18,20,28	18N	111W	11/26/1979		
-02	90676	CHAMPLIN #356 A-1	WYW 64691	_	8	18N	111W	11/26/1979		
-03/C	NA	LAT A-3	WYW 64694	SE,SW	10	19N	113W	03/18/1980		
-03/A	NA	LAT A-3	WYW 64694	SE,SW	8	19N	112W	03/18/1980		
-03/B	NA	LAT A-3	WYW 64694	MANY	12	19N	113W	03/18/1980		
-01	90697	AMOCO-WILSON RANCH #4	WYW 64694	SW,SW	10	19N	113W	03/18/1980		
0	91606	WILSON RANCH 12-1	WYW 64694		12	19N	113W	10/05/1992		
-02		ALTHOUSE FEDERAL 2-18	WYW 64694		18	19N	112W	06/02/1992		
4	91570	CHAMPLIN 122 D-2 G1	WYW 64694		12	19N	113W	09/23/1992		
8	91567	WILSON RANCH 32	WYW 64694		12	19N	113W	08/12/1992		
-01	NA	LATERAL B-1	WYW 65012	_	10,12	18N	112W	08/28/1978		
-02	91323	FED 2-6	WYW 65012	SE	6	18N	111W	07/11/1990		

445

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INSP DATE	RECORDED BOOK	RECORDED PAGE
NA	LATERAL B-1 EXT #2	WYW 65012	SE,NE	6	18N	111W	06/03/1991		
90619	TIP TOP F 44 7	WYW 65014	SE	7	20N	113W	11/02/1978		
90720	LINCOLN RD 11	WYW 65015	NE,NW	29	24N	111W	03/15/1979		
NA	LAT H-22 (ISENHOUR)	WYW 65031	_	18,17	29N	112W	11/06/1978		
NA	ACCESS ROAD TO TKE C/S	WYW 65075		8,9	24N	111W	01/12/1979		
NA	ACCESS ROAD TO S.C. C/S	WYW 65076		5,6	22N	113W	04/24/1979		
91442	ANN-FABIAN DITCH #2-28	WYW 65077	NE	28	20N	112W	09/17/1991		
90628	B C FED 10 19	WYW 65100	_	25,24,19	27N	111W,112W	05/03/1979		
90629,45039	B C FED 10 30, TERRA RES MS	WYW 65101	_	MANY	27N	111W,112W	04/18/1979		
91006	ENERGETICS FED #31-3	WYW 65316	NW,NE	3	25N	110W	11/26/1979		
90987	ENERGETICS FED #32-33	WYW 65316	NE	33	26N	110W	11/26/1979		
NA	LAT B2 EXT 1	WYW 65316		3,10,15	25N	110W	11/26/1979		
90643	ENERGETICS FED #32-15	WYW 65316	NE	15	25N	110W	11/26/1979		
91004	ENERGETICS FED #32-34	WYW 65316	NW,NE	34	26N	110W	11/26/1979		
_	FEDERAL #32-9	WYW 65316	NW	9	24N	110W	11/26/1976		
-	ENERGETICS FED #32-23	WYW 65316	NE,NW,NE	22,23	25N	110W	11/26/1979		
90989	ENERGETICS FED #32-10	WYW 65316	NW,NE	10	25N	110W	11/26/1979		
90596	POGARTY CREEK #7-9	WYW 65317	SWNE	9	28N	114W	02/06/1979		
90584	PAN AM UNIT #3	WYW 65319	_	8	14N	102W	_		
NA	LAT A-25	WYW 65320	_	15,14,13	26N	112W	08/13/1979		
90777	STEAD CYN UNIT 3 13	WYW 65320	SW	13	26N	112W	08/13/1979		
90778	STEAD CYN UNIT 5 14	WYW 65320	_	14,13,11	26N	112W	08/13/1979		

GORES AREA

446

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	SERIAL #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
1302	91215,90714	AMOCO CHAMPLIN 186 F-1	WYW 65321	_	30,32	19N	112W	02/11/1980		
23	90595	BELCO S #24-28	WYW 65435	_	28	30N	113W	01/15/1979		
00	90602	N LABARGE #25-5	WYW 65436	SE	5	27N	113W	01/15/1979		
01	90600	BELCO FET S 26	WYW 65437	_	34,33	30N	113W	01/15/1979		
55	90601	BELCO BBG 103 33	WYW 65438	NW,SW	33	28N	113W	05/29/1979		
0402/A	NA	LATERAL A-24	WYW 65460	NW,NW	26	21N	112W	01/08/1992		
0402/C	NA	LATERAL A-24	WYW 65460	SW	30	21N	111W	01/08/1992		
2702/B	NA	TRUNK "A" EXTENSION	WYW 65460	_	MANY	21N	111W	02/11/1980		
2702/A	NA	TRUNK "A" EXTENSION	WYW 65460	_	MANY	21N	111W	02/11/1980		
03	91470	WHISKEY BUTTES #61	WYW 65460	SW,NW,NE	26	21N	112W	01/08/1992		
0402/D	NA	LATERAL A-24	WYW 65460	SE	30	21N	111W	01/08/1992		
0402/B	NA	LATERAL A-24	WYW 65460	SE,SW,NE	26	21N	112W	01/08/1992		
67	90593	S #25-34	WYW 65495	_	34	30N	113W	_		
0302/A	90729	FABIAN DITCH #1-34	WYW 65826	_	34	20N	112W	11/26/1979		
0302/B	90729	FABIAN DITCH #1-34	WYW 65826	_	34	20N	112W	11/26/1979		
1402/V	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/B	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/P	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/Q	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/O	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/C	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		
1402/F	NA	PAINTER RES TRUNK A	WYW 65910	_	MANY	15N-20N	115W-119W	06/10/1980		

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SECTION &		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2/M	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/G	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/W	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/K	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/D	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/B	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
1/A	NA	RYCROFT CK LAT A-1	WYW 65918	_	14,18	17N	117W,118W	06/18/1980		
2/K	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/L	NA	RYCROFT PAINTER MTR & DEHY FAC	WYW 65918	_	6	15N	119W	02/23/1982		
2/M	NA	INST & TELEMETER FAC SITE	WYW 65918	_	18	17N	117W	02/23/1982		
2/U	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/I	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/Y	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/T	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/J	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/R	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
1/B	NA	RYCROFT CK LAT A-1	WYW 65918	_	14,18	17N	117W,118W	06/18/1980		
2/A	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/H	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
2/E	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		
1/C	NA	RYCROFT CK LAT A-1	WYW 65918	NE,NW	18	17N	118W	06/18/1980		
2/Z	NA	PAINTER RES TRUNK A	WYW 65918	_	MANY	15N-20N	115W-119W	06/18/1980		

448

RUN 12/16/92

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90769	BELCO PET S 31 28	WYW 66321	SW	28	30N	113W	05/15/1979		
	90614	BELCO PET S 28 28	WYW 66322	NE	28	30N	113W	05/15/1979		
	_	BELCO PET S 29 27	WYW 66323	SW	27	30N	113W	05/15/1979		
	90613	BELCO PET S 27 33	WYW 66324	NE	33	30N	113W	05/15/1979		
22	90717	CHAMPLIN 358 B-1	WYW 066325	SW	20	18N	112W	11/26/1979		
	91397,91398	CHAMPLIN 326 D-2	WYW 66349	SWSE	24	20N	112W	09/11/1990		
	91355,91356	SAGEBRUSH FEDERAL 42-26	WYW 66349B	NE	26	20N	112W	01/25/1991		
31	NA	LATERAL A-8	WYW 66349	_		20N	111W-112W	11/26/1979		
	91513	MESQUITE FED 30-24	WYW 66349	SE	24	20N	112W	11/07/1991		
31	90751	CHAMPLIN 8149 G-1	WYW 66354	_	32	19N	112W	11/26/1979		
	90722	LAWLER FEDERAL 81-32	WYW 66354		32	19N	112W	11/26/1979		
32	91388,91387	CHAMPLIN 149 I-2	WYW 66354	SW	28	19N	112W	01/25/1991		
02	90699	WILSON RANCH #7A	WYW 66596	NENE	30	19N	112W	11/26/1979		
	90745	WILSON RANCH #6	WYW 66597	_	8	19N	112W	11/26/1979		
01/B	90665	WHISKEY BUTTES #22	WYW 66848	NE	16	21N	112W	06/20/1980		
	NA	WHISKEY BUTTES #57	WYW 66848		10	21N	112W	02/25/1992		
01/A	90665	WHISKEY BUTTES #22	WYW 66848	SE,SW	10	21N	112W	06/20/1980		
01/D	90665	WHISKEY BUTTES #22	WYW 66848		26	21N	112W	06/20/1980		
01/C	90665	WHISKEY BUTTES #22	WYW 66848	NW,SW	22	21N	112W	06/20/1980		
		P&A (KEEP RIGHTS)FONTENELLE #1	WYW 66849		_	24N	111W,112W	10/12/1979		
02	90631	FOGARTY CK #10-8	WYW 66850	_	4,9,8	20N	114W	05/15/1979		
01	NA	ACCESS ROAD WILLOW CREEK	WYW 067247		MANY	24N	112,113,114W	01/25/1980		

474

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91625	CHESTER FIELD #1	WYW 67299	SW	16	20N	111W	11/14/1991		
G1	NA	LATERAL A-7	WYW 67299	_	8,18,14	20N	111W,112W	11/27/1979		
	NA	LATERAL A-31	WYW 67824	_	MANY	27N	111W	10/29/1979		
	NA	LATERAL A-26	WYW 67824		MANY	27N	111W, 112W	10/29/1979		
	90646	FED #40-32	WYW 67824	SE	32	27N	111W	10/29/1979		
	90645	FED #40-30	WYW 67824	SE	30	27N	111W	10/29/1979		
	90644	FED #10-29	WYW 67824	SE,SW,NW	29	27N	111W	10/29/1979		
	NA	LATERAL A-28	WYW 67824		4,5	27N	111W	10/29/1979		
	90647	FED #40-29	WYW 67824	NW,NE,SE	33,32,29	27N	111W	10/29/1979		
	90737	B C FED #10-5	WYW 67824	NW	5	27N	111W	10/29/1979		
	_	DEVON FEDERAL #1-24	WYW 67876	SW	24	20N	112W	02/25/1980		
	91414	TERMAL-MESQUITE FED 20-24	WYW 67876	SW,NW,NE	24	20N	112W	09/19/1991		
	91465	AMOCO-CHAMPLIN 326 E-2	WYW 67876	NE	24	20N	112W	10/17/1991		
	91351	AMOCO-SEVEN MILE GULCH 19	WYW 67876	SW	24	20N	112W	09/19/1991		
G1	90859	AMOCO WHISKEY BUTTES #34	WYW 67876	SW	8	21N	111W	01/25/1980		
G1	90734	AMOCO-CHAMPLIN 206 D#1	WYW 67876	NE,SW	12	18N	112W	02/25/1980		
G1	90735	AMOCO CHAMPLIN 285 F#1	WYW 67876	SW	36	20N	112W	02/25/1980		
	91514	MESQUITE FEDERAL 10-24	WYW 67876		24	20N	112W	04/03/1992		
G1	90863,90779	AMOCO CHAMPLIN 206 C#1	WYW 67876	SW	12	18N	112W	02/25/1980		
	90750	AMOCO BRUIN CK UNIT #1	WYW 67916	SE	32	23N	112W	06/27/1980		
	91493	COW HOLLOW #13	WYW 67916		5,32	22N,23N	112W	12/04/1991		
	91508	BRUIN CREEK 16	WYW 67916		31,32	23N	112W	09/23/1992		

450

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
G1	91581	COW HOLLOW 23	WYW 67916		17,18,19	22N	112W	10/28/1992		
	91621	SOUTH CREEK 18	WYW 67916		7,8	22N	112W	10/28/1992		
	91565	COW HOLLOW 19	WYW 67916		5,6	22N	112W	09/11/1992		
	91462	SOUTH CREEK #14	WYW 67916	NW,SW	32	23N	112W	01/24/1992		
	91628	COW HOLLOW 24	WYW 67916		19	22N	112W	10/28/1992		
	91451	COW HOLLOW #10	WYW 67916		MANY	22N,23N	112W	01/24/1992		
	NA	LATERAL A-1	WYW 67916	_	30,32	23N	112W	06/27/1980		
G1	90759	WHISKEY BUTTES #35	WYW 67936	NE,NE SW	32	21N	112W	09/03/1980		
	91411,91412	SEQUOYAH FEDERAL #20-6	WYW 67936B	NE	6	19N	111W	04/08/1991		
G1	90876	MARATHON-FABIAN DITCH 3-32	WYW 67936B	SW	32	20N	111W	12/17/1980		
	91455	THERMAL-RAGSDALE FED 30-26	WYW 67936	SE	26	20N	112W	05/24/1991		
G2	91316	AMOCO-CHAMPLIN 285 D-2	WYW 67936A	SE	26	20N	112W	02/28/1990		
G2	91632	CHRISTMAN 2-36	WYW 67936		36	20N	112W	10/28/1992		
G2	90854	WILSON RANCH #14	WYW 67936	NW,NW	32	20N	112W	10/28/1980		
G1	90716	CHAMPLIN #326 D-1	WYW 67936	_	24	20N	112W	05/28/1980		
Q2	90681	6" LOOPLINE CHAMPLIN 285 RECON	WYW 67936	SWSW	36	20N	112W	05/24/1990		
G2	90681	CHAMPLIN #285 E-1	WYW 67936	_	36	20N	112W	05/28/1980		
	91675	CHRISTMAN 3-36	WYW 67936		36	20N	112W	10/28/1992		
	90771	CHRISTMANN 1-36 STATE	WYW 67936	SE/SW	36	20N	112W	05/28/1980		
G2	90856,90890	AMOCO BERKLEY FED #1	WYW 67936	NE,SW	24	18N	113W	05/27/1980		
G2	46030	STAUFFER EXCHANGE METER & ACCESS ROAD	WYW 69515	SW	32	21N	111W	01/07/1980		
	90971	FED #23-14	WYW 69593	SW	14	25N	111W	01/10/1980		

7.RUN 12/16/92

451

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
RA	LATERAL A-4	WYW 69593	_	MANY	24N,25N	111W	01/10/1980		
91440	BLUE WOODS FED 20-24	WYW 69593		23,24	25N	111W	01/10/1980		
91662	LITTLE MONUMENT 20-23	WYW 69593		23	25N	111W	09/03/1992		
90706	PETRO LEWIS - SPUR CREEK 16-26	WYW 69603	_	24,23,26	27N	112W	02/05/1980		
90723	ENERGETICS-FED 32-28	WYW 69605	_	27,28	25N	110W	02/28/1980		
91610	COW HOLLOW 15	WYW 70250		36	22N	112W	07/21/1992		
90925	WHISKEY BUTTE FED 1-6	WYW 70250	SW	6	21N	111W	08/01/1980		
91469	COW HOLLOW #12	WYW 70250	NE,SE	36	22N	112W	11/14/1991		
91458	AMOCO-WHISKEY BUTTES #47	WYW 70329	SW	14	21N	112W	10/08/1991		
90664	WHISKEY BUTTES #5	WYW 70329	SE,SW	14	21N	112W	06/17/1980		
90820	LANSDALE FED 28-1	WYW 70563		28	19N	112W	10/16/1980		
91193	LINCOLN RD 7	WYW 70599	SW	10	24N	111W	06/03/1980		
G2/C	RA	LATERAL A-5	WYW 070705	12,13,24	27N	114W	01/29/1959		
	90131	HOGSBACK #71-12	WYW 070705	1,12	27N	114W	01/29/1959		
2	90124,90125	TIP TOP 43-31,06-31	WYW 070705	32	28N	113W	01/29/1959		
G2/B	RA	LATERAL A-5	WYW 070705	6,1,12	27N	113,114W	01/29/1959		
	90683	HOGSBACK 36-13G	WYW 070705	SW 13	27N	114W	01/29/1959		
	90682	HOGSBACK 37-6G	WYW 070705	SW 6	27N	113W	01/29/1959		
G2/A	RA	LATERAL A-5	WYW 070705	5	27N	113W	01/29/1959		
	90132	HOGSBACK #22-24	WYW 070705	24	27N	114W	01/29/1959		
	90827	AMOCO FABIAN DITCH #2-2 W.L.	WYW 70898	SW 2	19N	112W	05/21/1980		
	90655	GRBU #69-19	WYW 71178	NE,SW 19	27N	112W	05/07/1980		

452

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90651	GRRU #64-11	WYW 71178	SW,SE	2,11	26N	113W	05/07/1980		
	90656	GRRU #68-30	WYW 71178	_	30	27N	112W	05/07/1980		
1	90650	GRRU #65-14	WYW 71178	SW	14	26N	113W	05/07/1980		
	91531	SEQUOYAH FED 30-6	WYW 71183		6	19N	111W	07/21/1992		
2/B	90829	GRANGER #1	WYW 71183	NW	8	19N	111W	09/30/1980		
	90805	CHRISTMANN FED #1-6	WYW 71183	NW,SE	6	19N	111W	05/17/1991		
2/A	90829	GRANGER #1	WYW 71183	ALL	6	19N	111W	09/30/1980		
	91627	THERMAL-SEQUOYAH FEDERAL 10-6	WYW 71183	NW	6	19N	111W	05/17/1991		
2	90747	ELRU #25-32	WYW 71206	SE	32	27N	112W	10/08/1980		
2	90652	GRRU #63-35	WYW 71206	NE	35	27N	113W	10/08/1980		
	91487	AMOCO-WHISKEY BUTTES #51	WYW 71214E	NE,NW,SE	22	21N	112W	09/20/1991		
	91488	AMOCO-WHISKEY BUTTES #56	WYW 71214A	NE,NW,SW	2	21N	112W	10/16/1991		
1/B	91641	COM HOLLOW 3	WYW 71214D		32	22N	112W	08/21/1992		
	91472	WHISKEY BUTTES #59	WYW 71214E	NE,NW,SW	12	21N	112W	11/08/1991		
	91486	WHISKEY BUTTES #60	WYW 71214L	NW,NE	20	21N	112W	11/18/1991		
	90696	WHISKEY BUTTES #23	WYW 71214J	_	24	21N	112W	10/31/1980		
1	91517	WHISKEY BUTTES 13-4	WYW 71214D		4	21N	112W	05/01/1992		
	90690	WHISKEY BUTTES 14	WYW 71214B	SW	2	21N	112W	10/31/1980		
	91471	UPRC 290 B-1	WYW 71214L	SW	20	21N	112W	11/18/1991		
1/A	91641	COM HOLLOW 3	WYW 71214D		4	21N	112W	08/21/1992		
1	91660	CHAMPLIN 229 A-1	WYW 71214A		2	21N	112W	10/28/1992		
2	91648	CHAMPLIN 289 A-1	WYW 71214D		32	22N	112W	08/21/1992		

453

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
7101	90687	WHISKEY BUTTES #9	WYW 71214I	_	22	21N	112W	10/31/1980		
2401	90689	WHISKEY BUTTES #13	WYW 71214C		2	21N	112W	10/31/1980		
2502	90685	WHISKEY BUTTES #6	WYW 71214D	_	10	21N	112W	10/31/1980		
4601	90686	WHISKEY BUTTES #8	WYW 71214A	_	2	21N	112W	10/21/1980		
17	90688	WHISKEY BUTTES #12	WYW 71214E	_	22	21N	112W	10/31/1980		
0702	90718	WHISKEY BUTTES #20	WYW 71214G	_	16	21N	112W	10/31/1980		
4502	90719	WHISKEY BUTTES #25	WYW 71214	NE	28	21N	112W	10/31/1980		
5302	90772	WHISKEY BUTTES #32	WYW 71214L	NE,SE	20	21N	112W	11/10/1992		
1801	90691	WHISKEY BUTTES #16	WYW 71214K	_	24	21N	112W	10/31/1980		
7302	90692	WHISKEY BUTTES #17	WYW 71214K	_	12	21N	112W	10/31/1980		
6301	90808	MATHEWLY FED 1-6	WYW 71736	_		17N,18N	112W	09/29/1980		
32	90794	CHAMBERS FED #26-8	WYW 71910	_	16,17,8	30N	113W	10/30/1980		
10	90990	FED #10-27	WYW 71911	SE,SW,NW	27	26N	111W	10/30/1980		
24/B	90749	FED #30-4	WYW 71912		3,4	26N	111W	10/31/1980		
24/A	90749	FED #30-4	WYW 71912		34	27N	111W	10/31/1980		
234	NA	CPS 462	WYW 072100	SE	5	27N	113W	10/31/1958		
612	NA	CS #32	WYW 072175	NW	14	29N	113W	01/23/1959		
613	NA	TANK AND DRIP	WYW 072175	SW	35	29N	113W	01/23/1959		
611	NA	CS #31	WYW 072175	NW	14	29N	113W	01/23/1959		
53	90800	TRUE OIL-STATE 32-16	WYW 72281	_	16,15	25N	110W	10/22/1980		
1602		BLACKS FORK FED. 26-1	WYW 72493		26	18N	113W	05/13/1992		
5001	90770	AMOCO-CHAMPLIN 220 B-1	WYW 72493	_	24,26	18N	113W	02/11/1981		

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NA	CPS 1322	WYW 72494	NE	16	20N	112W	12/02/1980		
95453	BELIAVE FED 31-8	WYW 72516	NE	8	20N	112W	12/03/1991		
/A NA	LATERAL A-13	WYW 72516	NW	16	20N	112W	01/16/1981		
/B NA	LATERAL A-13	WYW 72516	NE,SE	8	20N	112W	01/16/1981		
90788 (P&A)	TAP ON MOKA	WYW 72516	SE,SW	6	20N	112W	11/06/1991		
/C NA	LATERAL A-13	WYW 72516	SE	6	20N	112W	01/16/1981		
NA	CPS 1353	WYW 72541	NE	10	17N	117W	01/08/1981		
NA	CPS 1352	WYW 72541	NE	32	20N	115W	01/08/1981		
90040	GRABBER #2	WYW 72557	NE,NW,SW	28	20N	111W	01/20/1981		
A NA	SALT WELLS COMP SITE ACCESS RD	WYW 73396	_	MANY	14N	102W,103W	05/14/1981		
B NA	SALT WELLS COMP. STA.	WYW 73396	NW	14	14N	103W	05/14/1981		
90107	CHIMNEY BUTTE #13	WYW 074086		24,25	28N	113W	12/11/1958		
90166	CHIMNEY BUTTE #2	WYW 074086		35	28N	113W	12/11/1958		
.2 90107	CHIMNEY BUTTE #13	WYW 074086		24,25	28N	113W	12/11/1958		
90114	BELFER RNG #28	WYW 074086		33	28N	113W	12/11/1958		
90264	LATERAL A-6,CD #6	WYW 074086		MANY	28N	113W	12/11/1958		
.01/B NA	LATERAL A-6	WYW 074086		27,26	28N	113W	12/11/1958		
.01/C NA	LATERAL A-6	WYW 074086		26	28N	113W	12/11/1958		
90167	CHIMNEY BUTTE #3	WYW 074086		34	28N	113W	12/11/1958		
.01/D NA	LATERAL A-6	WYW 074086		23,24	28N	113W	12/11/1958		
01/A NA	LATERAL A-6	WYW 074086		28,29	28N	113W	12/11/1958		
NA	LATERAL A-26 LOOP	WYW 74553		MANY	27N	112W	07/02/1981		

554

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	SERIAL #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	ISSU DATE	RECORDED BOOK	RECORDED PAGE
	91456	JAGUARO FED #20-12	WYW 75429	NE,NW	12	20N	111W	11/06/1991		
	90862	C & K SEVEN MILE GULCH #13	WYW 75428	SW	2	20N	112W	10/07/1981		
	91425	SEGUARO FEDERAL 40-12	WYW 75429		2,12	20N	111W	07/29/1991		
	90865	TEXACO LABARGE UNIT #7	WYW 75469	NE	34	27N	113W	05/28/1981		
	90887	BELCO GRBU 76-14	WYW 75450	NE	14	26N	113W	05/28/1981		
	90864	BAY FED #1-20	WYW 75547	SW	20	19N	111W	06/17/1981		
1	NA	LAT A-15	WYW 75547	SW	18	19N	111W	06/17/1981		
1	90813	FED #1-18	WYW 75547	SW	18	19N	111W	06/17/1981		
	91461	FEDERAL UNIT 2-18 RAB #2	WYW 75547	SW,NE,SE	18	19N	111W	10/25/1991		
	91466	CHAMPLIN 285 G-1	WYW 75547	SE	18	19N	111W	10/25/1991		
	91655	SHUTE CREEK 20	WYW 75548		20	23N	112W	10/05/1992		
	91638	SHUTE CREEK 6	WYW 75548		29,30	23N	112W	07/21/1992		
	91663	SHUTE CREEK #13	WYW 75548	SW,SE	20	23N	112W	12/03/1991		
	91590	SHUTE CREEK 17	WYW 75548		29	23N	112W	10/05/1992		
		SHUTE CREEK 21	WYW 75548		30	23N	112W	10/05/1992		
1	NA	TX A EXT #1	WYW 75548	_	MANY	23N	112W	05/28/1981		
	NA	CPS #1358 ON FED. 40-32	WYW 75979	NE	32	27N	111W	08/18/1981		
1	NA	CPS #1361	WYW 76246	NE	28	21N	116W	10/01/1981		
1/A	NA	LATERAL A-27 EXT #3	WYW 77003	NE,NW	6	27N	111W	09/25/1981		
	90889	BELCO FIG FOUR FED #1-1	WYW 77004	_	6,1	27N	111W,112W	09/25/1981		
	90890	BELCO BRB 110-9	WYW 77035	NW	9	26N	113W	09/18/1981		
	90952	CHAMPLIN 358 G#1	WYW 77054	SW	32	18N	112W	10/29/1981		

456

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
A 90902	ANDERSON FEDERAL #1-18	WYW 77058	SE	18	21N	111W	10/07/1981		
B 90902	ANDERSON FEDERAL #1-18	WYW 77058	SW	18	21N	111W	10/07/1981		
91515	UPRC-CPC NO. 1 K-N FED #4-30	WYW 77059	SW	30	21N	112W	10/07/1991		
2/B NA	WHISKEY BUTTES CROSSOVER	WYW 770596A	SE	30	21N	111W	08/24/1990		
91459	AMOCO-WHISKEY BUTTES #49	WYW 77059	NE	14	21N	112W	09/17/1991		
1 90773	WHISKEY BUTTES #39 RECONNECT	WYW 77059	NE	36	21N	112W	07/25/1991		
2/D NA	LATERAL A-19	WYW 770596A	NE,SE	14	21N	112W	08/24/1990		
2/C NA	WHISKEY BUTTES CROSSOVER	WYW 770596A	NW	12	21N	112W	08/24/1990		
2/F NA	WHISKEY BUTTES CROSSOVER	WYW 770596A		36	21N	112W	08/24/1990		
91489	AMOCO-WHISKEY BUTTES #54	WYW 77059	NE	26	21N	112W	09/12/1991		
2/A NA	WHISKEY BUTTES CROSSOVER	WYW 770596A	SW	30	21N	111W	08/24/1990		
1/A NA	WHISKEY BUTTE CROSSOVER	WYW 77059	SE	30	21N	111W	10/07/1981		
1/B NA	WHISKEY BUTTE CROSSOVER	WYW 77059	NW	12	21N	112W	10/07/1981		
2/E NA	LATERAL A-19	WYW 770596A	NW,SW	24	21N	112W	08/24/1990		
1/C NA	WHISKEY BUTTE CROSSOVER	WYW 77059	NE	14	21N	112W	10/07/1981		
1/E NA	WHISKEY BUTTE CROSSOVER	WYW 77059	N1/2,SE	36	21N	112W	10/07/1981		
1/D NA	WHISKEY BUTTE CROSSOVER	WYW 77059	W1/2	24	21N	112W	10/07/1981		
1 45016	MPS EXCHANGE #2	WYW 77059	SW,SE	30	21N	111W	10/07/1981		
NA	HOGBACK RADIO SITE	WYW 077647	SW	18	27N	113W	09/16/1959		
90917	BELCO C76-25	WYW 77714	NW	25	28N	113W	12/01/1981		
90918	BELCO S-33-28	WYW 77716	SW	28	30N	113W	12/01/1981		
90919	APACHE O&G BIRD CTN 3-14	WYW 77721		14,15	27N	112W	11/25/1981		

454

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90931	BELCO ELBU 35-5	WYW 77996	SE	5	26N	112W	12/15/1981		
	90942	BELCO ELBU #37-4	WYW 78448	SE	4	26N	112W	01/14/1982		
	90977	BELCO C77-23	WYW 78502	NW	23	28N	113W	02/03/1982		
	90933	ENERGETICS FED 30-31	WYW 78525	-	6,31	27N,28N	111W	01/27/1982		
L	90957	LANDSBERRY 1-30	WYW 78563	NW	30	19N	111W	03/25/1982		
	90926	BELCO GRBU 82-6	WYW 79347	SW	6	26N	112W	03/29/1982		
	90932	BELCO STEAD CYN 8-11	WYW 79352	NW	11	26N	112W	03/25/1982		
	90929	BELCO PETROSTEAD CYN UNIT 6-10	WYW 79352	SE	10	26N	112W	03/25/1982		
L/A	90985	BELCO STEAD CYN 9-11	WYW 79352	_	10,11	26N	111W	03/25/1982		
	90911	BELCO STEAD CYN 7-10	WYW 79352	SE,SW	10	26N	112W	03/25/1982		
	90972	LITTLE MOUNTAIN II #2	WYW 79419	_	23,26,27	25N	111W	03/25/1982		
	NA	LAT A-27	WYW 79481	_	MANY	27N	111W	05/05/1982		
A	94176	AMOCO-CDP #1 METER STATION	WYW 79481	NE	25	27N	112W	11/13/1991		
	NA	LAT A-27 LOOP	WYW 79481	_	19,24,25	27N	111W	05/05/1982		
	NA	CP4 1301	WYW 79509	SW	36	20N	112W	05/11/1982		
	NA	CP8 #1369	WYW 79510	NE	32	21N	112W	05/12/1982		
	90941	BELCO BBB #111-6	WYW 79568	NW	6	26N	113W	04/20/1982		
L	90910	AMOCO CHAMPLIN 370 B#1	WYW 79607	_	12,14	17N	119W	05/12/1982		
	90946	ENERGETICS FED 20-17	WYW 79611	_	8,17	27N	111W	05/11/1982		
	90967	ENERGETICS FED 20-29	WYW 79612	_	20,29	27N	111W	05/11/1982		
	90955	AMOCO-WHISKEY BUTTES #33	WYW 79620	SW,SE	20	21N	112W	05/12/1982		
	P&A	E-9	WYW 079778		18	29N	112W	04/08/1959		

458

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
NA	LATERAL B-3	WYW 079778		MANY	29N	112,113W	04/08/1959		
90122	HOGBACK #77-6	WYW 079778		6	26N	113W	04/08/1959		
P&A	C-24, G-6	WYW 079778		36,2	28,29N	113W	04/08/1959		
90099	TRAINER STATE #5	WYW 079778		36	29N	113W	04/08/1959		
90042	C-23, G-3	WYW 079778		36,3	28,29N	113W	04/08/1959		
P&A	E-8	WYW 079778		30,31	29N	112W	04/08/1959		
NA	LATERAL B-3 LOOP	WYW 079778		MANY	29N	112,113W	04/08/1959		
90109	B 47	WYW 079778		35	29N	113W	04/08/1959		
90106	B-44	WYW 079778		25,36	29N	113W	04/08/1959		
NA	LATERAL B-12 LOOP	WYW 079778		14	29N	113W	04/08/1959		
NA	LATERAL A-3	WYW 079778		29,32	27N	113W	04/08/1959		
NA	LATERAL B-3 LOOP	WYW 079778		MANY	29N	112,113W	04/08/1959		
90097	HOGBACK #77-31	WYW 079778		33	27N	113W	04/08/1959		
NA	LATERAL B-5	WYW 079778		13	29N	112W	04/08/1959		
90105	B-15	WYW 079778		14	29N	113W	04/08/1959		
90097	HOGBACK #77-31	WYW 079778		31,32	27N	113W	04/08/1959		
NA	LATERAL A-3	WYW 079778		5,6	26N	113W	04/08/1959		
90028	B-45	WYW 079778		2	29N	113W	04/08/1959		
NA	LATERAL A-3	WYW 079778		33	27N	113W	04/08/1959		
90969	ENERGETICS FED 30-17	WYW 80221	SW	17	27N	111W	05/11/1982		
NA	OPAL PLANT EXPANSION	WYW 80277		22	21N	114W	07/30/1982		
90968	ENERGETICS FED 30-8	WYW 80363	SW	8	27N	111W	06/25/1982		

459

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91219	CPC CHAMPLIN FED NO. 1-6	WYW 80375	SW,NW	1	18N	112W	08/18/1982		
91537	CHURCH BUTTE 3-23	WYW 80376		24	18N	112W	08/12/1992		
NA	THEROAL-BRUFF 40-24	WYW 80376	SW	24	18N	112W	09/04/1991		
91287	CHURCH BUTTES #1-25	WYW 80376	ALL	24	18N	112W	08/18/1982		
90992,90993	SEVEN MILE GULCH #14	WYW 80897	NE,SE	18	20N	111W	12/13/1982		
NA	LATERAL A-6 EXT #1	WYW 81001	_	_	28N,29N	111W,112W	08/19/1982		
NA	LATERAL A-6 EXT #1	WYW 81001	_	9,10	28N	112W	08/19/1982		
NA	TRUNK A	WYW 81001		_	31N	109W,110W	08/19/1982		
NA	LATERAL A-6 EXT. #1	WYW 81001	_	MANY	30N	110W,111W	08/19/1982		
NA	TRUNK A	WYW 81001	_	MANY	31N	109W	08/19/1982		
NA	LATERAL A-6 EXT. #1	WYW 81001	_	19,20	29N	111W	08/19/1982		
NA	LATERAL A-6 EXT. #1	WYW 81001	_	MANY	30N	111W	08/19/1982		
NA	TRUNK A	WYW 81001	NE	27	31N	110W	08/19/1982		
NA	LATERAL A-1, LOOP 2	WYW 81002	NW,NE	31	27N	112W	09/22/1982		
NA	LATERAL A-1	WYW 81010	_	2,3,11	31N	109W	09/22/1982		
NA	LATERAL A-15 LOOP #1	WYW 81020	NE	31	27N	112W	09/22/1982		
NA	LATERAL A-15 LOOP #1	WYW 81020	SW,SE,NE	20	27N	112W	09/22/1982		
NA	LATERAL A-15 LOOP #1	WYW 81020	NE	30	27N	112W	09/22/1982		
90912 (P&A)	AMOCO-BRUFF CR #9 WELL	WYW 81027		_	22N	111W,112W	08/11/1982		
90960	GRACE USA 1-30	WYW 81034	NE,NW	30	18N	112W	09/02/1982		
90958	GRACE USA #1-6	WYW 81035	NW,NE	6	18N	112W	09/02/1982		
90959	GRACE USA #1-12	WYW 81036	SW	12	18N	113W	09/02/1982		

460

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90983	BURRI TRAP #1	WYW 81068	NE	26	23N	115W	02/02/1983		
	NA	TRUNK A	WYW 81068	_	_	22N,23N	113W-115W	02/02/1983		
	91280	ENERGETICS FED 20-6	WYW 81076	NE	6	27N	111W	08/31/1982		
	91237	ENERGETICS FED 10-31	WYW 81076	SW,NW	31	28N	111W	08/31/1982		
/B	NA	LAT A-27 EXT #3	WYW 81076	_		27N,28N	111W	08/31/1982		
	_	BROADHEAD FED HARRIS #1	WYW 81077	SW	5	27N	111W	08/31/1982		
	_	ENERGETICS-FED #30-5	WYW 81077	SW	5	27N	111W	08/31/1982		
	90976	ENERGETICS FED 20-7	WYW 81077	NE	7	27N	111W	08/31/1982		
	_	FED 40-19 CANCELLED	WYW 81078	SE	19	27N	111W	08/31/1982		
	91192	ENERGETICS FED 30-20	WYW 81078	_	19,20	27N	111W	08/31/1982		
	_	ENERGETICS FED 10-4	WYW 81078	_	3,4	26N	111W	08/31/1982		
	90965	ENERGETICS FED 30-28	WYW 81078	SW	28	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-30	WYW 81078	NE	30	27N	111W	08/31/1982		
	_	ENERGETICS FED 30-29	WYW 81078	SW,SE	29	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-32	WYW 81078	NE	32	27N	111W	08/31/1982		
	90974	B C OMPNEY FED 40-28	WYW 81078	SE	28	27N	111W	08/31/1982		
	_	ENERGETICS FED 20-16	WYW 81079		8,9,16	27N	111W	08/31/1982		
	90970	ENERGETICS FED 10-16	WYW 81079	NW	16	27N	111W	08/31/1982		
	_	ENERGETICS FED 30-19	WYW 81079	NW,SW	19	27N	111W	08/31/1982		
	91101	ENERGETICS FED 40-17	WYW 81079	_	17,20	27N	111W	08/31/1982		
	91028	ENERGETICS FED 20-20	WYW 81079	NE	20	27N	111W	08/31/1982		
	NA	LAT A-26 LOOP #2	WYW 81081	_	MANY	27N	112W	08/31/1982		

401

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90961	PRIMARY FUELS FED #20-24 MS	WYW 81088	-	MANY	27N	110W	08/31/1982		
	90980	ENERGETICS SLATE CK FED 30-12	WYW 81106	_	3,10-14	26N	111W	11/02/1982		
	90990	FEDERAL 42-17	WYW 81107	_	16,17	25N	110W	11/02/1982		
01/8	90985	BELCO STEAD CTH 9-11	WYW 81115	SW,NW	11	26N	111W	11/30/1982		
	90988	ENSTAR PETRO-LINCOLN RD #12	WYW 81118	SW,SW	10	24N	111W	11/12/1982		
4	91199	LINCOLN ROAD #15-A	WYW 81118	_	15	24N	111W	08/14/1987		
	90973	ENERGETICS OSPRY PRS FED 20-28	WYW 81119	SW,SE,NE	SW,SE,NE	27N	111W	11/12/1982		
36	RA	LAT A-27 EXT#3	WYW 81120	SE	25	28N	112W	11/12/1982		
	91603	FEDERAL 1-12	WYW 81153		12	27N	112W	08/20/1992		
	91107	BELCO FIG FOUR CTH 2-12	WYW 81153	_	7,12	27N	111W,112W	04/13/1983		
	91017	ENERGETICS FED 30-1	WYW 81153	_	12,1,11	27N	112W	04/13/1983		
	91011	ENERGETICS FED 20-1	WYW 81154	NE	1	27N	112W	01/26/1983		
	90995	ENERGETICS CONDOR FED 30-33	WYW 81156	-	32,33	27N	111W	04/12/1983		
	-	ENERGETICS BIRD CTH FED 20-26	WYW 81157	NE	4	26N	111W	01/26/1983		
	91005	FEDERAL #14-23	WYW 81158	_	23,26	25N	110W	03/09/1983		
	91006	ENERGETICS-FED #31-3	WYW 81159	NE,NW	3	25N	110W	04/13/1983		
	90999	ENRGTCS-LITTLE MONUMENT #20-27	WYW 81160	NE	27	25N	111W	04/12/1983		
	91003	ENERGETICS LITTLE MON. #30-28	WYW 81160	_	27,28	25N	111W	04/12/1983		
	91001	ENERGETICS-LTL MONUMENT #20-28	WYW 81160	NE	28	25N	111W	04/12/1983		
	91002	ENERGETICS-LITTLE MON. #30-22	WYW 81160	_	22,27,28	25N	111W	04/12/1983		
	90997	ENERGETICS ESPOSITO FED 10-32	WYW 81163	_	5,32	26N	111W	03/09/1983		
	90996	ENERGETICS CRANE PROS FED 10-9	WYW 81164	_	4,9	27N	111W	03/09/1983		

462

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91007	ENERGETICS FED 10-22	WYW 81165	_	15,22	27N	111W	03/04/1983		
1	_	BELCO BIRD CYN 1-6	WYW 81166	NW,SE	32	27N	111W	03/09/1983		
	91018	ENERGTCS TRI CNTY NAT FED 10-5	WYW 81166	_	5,32	26N	111W	03/09/1983		
	91004	MCDONALD FEDERAL #32-34	WYW 81167	_	33,34	26N	110W	03/09/1983		
	NA	CPS #1383	WYW 81169	NE	7	27N	111W	03/04/1983		
	91010	BLUE FOREST #30-5	WYW 81172	SE,SW	5	24N	110W	04/13/1983		
	91019	ENERGETICS HAUN FED #10-9	WYW 81173	_	4,9	26N	111W	04/12/1983		
/B	91020	ENERGETICS HANSEN FED 20-5	WYW 81174	NE	5	26N	111W	04/12/1983		
/A	91020	ENERGETICS HANSEN FED 20-5	WYW 81174	SW,SE	32	27N	111W	04/12/1983		
	90975	LATL A-1 TIE INTO NEW PORK #1	WYW 81191	NW,NE	MANY	30N	108W	11/04/1982		
	91200	PINEDALE #7 M/S	WYW 81191	_	15	30N	108W	02/28/1991		
	91031	BELCO 8-34-34	WYW 82497	SW	34	30N	113W	03/25/1983		
	NA	CPS #1398	WYW 82498	NW	20	29N	111W	03/25/1983		
01	NA	LATERAL A-33	WYW 82500	_	MANY	28N	111W	05/25/1983		
	91034	ENERGETICS ESPOSITO 40-20	WYW 82501	_	20	28N	111W	05/26/1983		
	91051	ENERGETICS CHOSNEY FED 30-21	WYW 82512	_	29,28,21	28N	111W	08/03/1983		
	91055	ENERGETICS ESPOSITO FED 10-20	WYW 82514	_	19,20	28N	111W	08/03/1983		
/1	91035	CHRISTMAN UNC #1-20	WYW 82520	_	20,21	30N	113W	08/03/1983		
6	NA	LATERAL A-1 PORTION 3	WYW 82525	_	MANY	30N	108W	08/18/1983		
/B	91035	CHRISTMAN UNC #1-20	WYW 82527	NW	21	30N	113W	09/01/1983		
	NA	CPS #575	WYW 82541	SW	34	20N	114W	05/11/1983		
31	91015	MERWIN 1-32	WYW 82552	NE,NW	6	18N	112W	05/05/1983		

403

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	SERIAL #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	ISSUE DATE	RECORDED BOOK	RECORDED PAGE
062	91023	BRUFF FED #1	WYW 82569	NW	24	18N	112W	07/13/1983		
5	91436	SEVEN MILE GULCH #16	WYW 82580	SW,SE	22	20N	112W	11/04/1983		
55	91022	LITTLE MONUMENT 30-21	WYW 82591	NW,SW	21	25N	111W	04/12/1983		
75	NA	LATERAL A-6	WYW 82591	_	MANY	25N	111W	04/12/1983		
61	91025	LITTLE MONUMENT 30-22	WYW 82591	_	15,16,22	25N	111W	04/12/1983		
62	91026	LITTLE MONUMENT 30-16	WYW 82591	NE	16	25N	111W	04/12/1983		
76	NA	LATERAL A-6, EXT. #1	WYW 82591	_	10,14,15	25N	111W	04/12/1983		
59	91059	LITTLE MONUMENT 30-10	WYW 82591	SW,SE	10	25N	111W	04/12/1983		
63	91027	LITTLE MONUMENT 30-16	WYW 82591	SW,SE	16	25N	111W	04/12/1983		
57	91071	LITTLE MONUMENT 30-23	WYW 82591	SW	23	25N	111W	04/12/1983		
56	91043	LITTLE MONUMENT 20-26	WYW 82591	_	23,26	25N	111W	04/12/1983		
54	91021	LITTLE MONUMENT 20-21	WYW 82591	NW,NE	21	25N	111W	04/12/1983		
60	RETAIN RIGHTS	LITTLE MONUMENT 30-15	WYW 82591	SW	15	25N	111W	04/12/1983		
27	91052	EMERGETIC ESPOSITO FED 40-29	WYW 82597	NE,SE	29	28N	111W	05/11/1983		
47	91016	BLUE FOREST 30-2	WYW 82598	_	11,2	24N	110W	04/13/1983		
5	90994	EMERGETICS FED 40-28	WYW 82599	SE	15	26N	111W	04/13/1983		
4	90998	EMERGETICS FED 10-27	WYW 82599	NW	27	26N	111W	04/13/1983		
5	NA	CPS #1399	WYW 82601	NW	15	25N	110W	04/12/1983		
.32	NA	CPS #1400	WYW 82602	NE	3	26N	111W	07/15/1983		
.22	91359	EMERGETICS FED #10-1	WYW 82613	NE,NW	1	27N	112W	07/20/1983		
.20	91038	EMERGETICS MAIN FED 30-5	WYW 82615	NW,SW	5	26N	111W	05/13/1983		
1	91663	LITTLE MONUMENT 30-12	WYW 82616		12	25N	111W	09/03/1992		

404

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
4	NA	ENERGETICS LT. MON. 11 #20-12	WYW 82616	_	11,12,14	25N	111W	07/20/1983	
6	91064	ENERGETICS LT MON 11 #20-13	WYW 82616	SW,NE	12,13	25N	111W	07/20/1983	
6	91185	BLUE FOREST UNIT #43-18	WYW 82616	SW,NE	13	25N	111W	01/22/1987	
8	NA	CPS #1416	WYW 82618	NE	15	26N	112W	06/06/1983	
1	91037	ENERGETICS HANSEN FED 10-17	WYW 82622	_	9,8,17	26N	111W	08/31/1983	
	91024	BARBARA FED 30-23	WYW 82620	SE,SW	22,23	26N	111W	06/14/1983	
	91033	HUSKEY BIRD CYN FED 4-33	WYW 82634	NW	33	27N	111W	07/01/1983	
6	91041	ENERGETICS HAUN FED 40-9	WYW 82644	NE,SE	9	26N	111W	06/14/1983	
5	91236	ENERGETICS HAUN FED 40-8	WYW 82644	SE	SE	26N	111W	06/14/1983	
2	91049	ENERGETICS HAUN FED 20-9	WYW 82644	NE	9	26N	111W	06/14/1983	
5	91054	MONUMENT BUTTE FEDERAL #42-20	WYW 82647	_	20,21	25N	110W	06/27/1983	
3	91072	BLUE FOREST #30-31	WYW 82649	SW	31	25N	109W	06/17/1983	
9	91062	ENERGETICS HAUN FED 40-5	WYW 82650	NW,SW,SE	5	26N	111W	06/27/1983	
4	_	METER & TAP	WYW 82650	SE	5	26N	111W	06/27/1983	
1	91060	LITTLE MONUMENT FED #30-11	WYW 82654	_	10,11	25N	111W	07/13/1983	
G1	91089	AMOCO CHAMPLIN 7-1	WYW 82656	_	8,20	20N	102W	09/26/1983	
G2	_	BELCO BIRD CYN 1-6	WYW 82657	_	MANY	27N,26N	111W	08/16/1983	
0	91053	ENERGETICS FED #40-6	WYW 82657	_	6	26N	111W	08/16/1983	
5	91044	ENERGETICS-YATES FED #30-29	WYW 82662	SW,NW	29	25N	111W	08/17/1983	
4	91099	HORN CANYON UNIT #6	WYW 82670	SE,SW	30	24N	110W	12/06/1983	
	NA	LATERAL A-3	WYW 82670	_	MANY	24N	110W,111W	12/06/1983	
4	90995	CONDOR FED #30-33	WYW 82686	_	_	26N,27N	111W	09/13/1983	

465

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	METER #	FACILITY	EASEMENT NO.		SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91081	ENERGETICS-BSUII FEDERAL 40-10	WYW 86386	GD RES AREA	SE	10	16N	93W	10/03/1983		
	91074	BSU II FED. #10-15-16-93	WYW 86374	GD RES AREA	NW,SW	15	16N	93W	11/16/1983		
	91067	STRANGE USA #1-22	WYW 86581		SE	22	20N	112W	10/24/1983		
	91090	EAST STORM SHELTER UNIT #1	WYW 87139		_		23N,24N	110W	12/06/1983		
	91088	USA #30-8	WYW 87140		SE	30	25N	111W	11/10/1983		
	91087	QUEBEC FED #20-14	WYW 87141		SE,NE	14	27N	112W	11/09/1983		
	91161	FEDERAL #21-29	WYW 87167		_	20,21,29	25N	110W	05/07/1985		
	91100	BELCO FIB FOUR CYN 3-12	WYW 87173		SE	12	27N	112W	02/14/1984		
	_	ENERGETICS FED 30-30	WYW 87202		SW,SE	30	27N	111W	05/10/1985		
1	91126	DSSD SUSHK DSC SPLT RVR 31-2	WYW 87203		_	2,25,35	27N,28N	112W	06/15/1984		
1	91129	DSC SPLIT RIVER #26-35	WYW 87203		SE	35	28N	112W	06/15/1984		
	91154	FIGURE 4 CYN #5-13	WYW 87628		_	7,18,13	27N	111W,112W	11/08/1984		
	NA	(NO WELL SETTING) AMOCO USA AMOCO A-F	WYW 87628		SW	7	27N	111W	11/08/1984		
	91123	FIGURE 4 CYN #4-13	WYW 87628		NE	13	27N	112W	11/08/1984		
	91130	USA-A #26-14	WYW 87632		_	_	25N	111W-112W	10/18/1984		
	NA	LAT A-6 EXT. #2	WYW 87632			_	25N	111W-112W	10/18/1984		
	91596	WEST SHAH 1-24	WYW 87632			24	25N	112W	07/21/1992		
	91132	AMOCO USA AMOCO A-G	WYW 87647		SE,NE	18	27N	111W	10/17/1984		
	91137	USA AMOCO A-H #1	WYW 87648		NE	19	27N	111W	09/04/1984		
	91138	AMOCO A-J #1	WYW 87657		NE	18	27N	111W	09/23/1984		
	91094	CO LINE #16-1	WYW 87691		_	9,16	26N	111W	01/07/1985		
	91102 (P&A)	FED #21-28	WYW 87696		NW,NE	28	25N	110W	01/07/1985		

406

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
G1	91170	BELCO SLBU 34-8	WYW 87697	_	8-10	26N	112W	07/10/1985		
	91131	BELCO SLBU #31-8	WYW 87700	SW	8	27N	113W	09/14/1984		
G1/G	NA	TRUNK A	WYW 87703	_	22,27	32N	114W	10/12/1984		
G1/A	NA	TRUNK A	WYW 87703	_	5,6	30N	110W	10/12/1984		
G1/D	NA	TRUNK A	WYW 87703	_	MANY	31N	112W,113W	10/12/1984		
	91121	CASTLE CK FED #22-27	WYW 87703	NE,NW	27	32N	114W	10/12/1984		
G1/F	NA	TRUNK A	WYW 87703	_	26,35	32N	114W	10/12/1984		
G1/B	NA	TRUNK A	WYW 87703	SE,NE,NW	28	31N	111W	10/12/1984		
G1/E	NA	TRUNK A	WYW 87703	_	MANY	31N	113W,114W	10/12/1984		
G1	91122	CASTLE CK FED 34-28	WYW 87703	_	22,28	32N	114W	10/12/1984		
G1/C	NA	TRUNK A	WYW 87703	_	MANY	31N	111W,112W	10/12/1984		
	91120	CASTLE CK FED #21-28	WYW 87703	NE,NW	28	32N	114W	10/12/1984		
	91127	BELCO SRBW #88-35	WYW 87733	NE,NW	35	27N	113W	11/16/1984		
G1A	NA	DRIP TANK ACCESS ROAD	WYW 87734	_	MANY	31N,32N	113W,114W	07/19/1985		
G1A	NA	DRIP TANK ACCESS ROAD	WYW 87734	_	_	31N,32N	113W,114W	07/19/1985		
	91155	SLBU #35-34	WYW 87736		34	28N	113W	02/12/1985		
	91176	BELCO SLBU #37-5	WYW 87737	SE	5	27N	113W	11/16/1984		
	91163	BELCO SLBU #33-17	WYW 87738	SW	17	27N	113W	11/16/1984		
	91156	BELCO SLBU #39-17	WYW 87739	NE	17	27N	113W	11/16/1984		
	91133	BELCO SO BOSSBACK 6-16	WYW 87740	NW,SW	16	26N	113W	12/26/1984		
	91175	BELCO SLBU #32-5	WYW 87741	_	5	27N	113W	11/16/1984		
	91160	BEL NORTH C-84-3	WYW 87744	NW	3	28N	113W	12/04/1984		

RUN 12/16/92

L47

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	91103	SELCO NLBU #38-8	WYW 87745		7,8	27N	113W	01/28/1985		
	91171	SELCO NLBU #36-33	WYW 87757	NE	33	28N	113W	06/19/1985		
	91169	SELMORTH C-05-3	WYW 87758		3	28N	113W	02/12/1985		
	91153	CBU #23-34	WYW 87769	NE	34	28N	113W	01/23/1985		
1	91134	AMOCO MILLER #1	WYW 87840	NE	20	20N	112W	08/08/1984		
	91119	VENNE #1	WYW 87841	NE	14	18N	113W	09/17/1991		
	91119	BRUFF FEDERAL #1-14	WYW 87841	SW,NW,NE	14	18N	113W	06/26/1984		
	91125	NLBU #34-21	WYW 88021	NE,NW	21	27N	113W	11/16/1984		
1	91135	AMOCO U.V. FED 1-8	WYW 88853	SW	8	21N	112W	01/14/1985		
	NA	CPS #1433	WYW 88855	NE	6	15N	119W	09/20/1984		
	NA	CPS #1427	WYW 88858	SE	6	19N	112W	10/25/1984		
1	91140	PENNZOIL FED 1-30	WYW 88859	NE,SW	30	20N	111W	04/12/1985		
1	91141	CHAMPLIN 357 C-1	WYW 89328	SW	14	18N	113W	07/12/1985		
1	91149	CHAMPLIN 285 L-1	WYW 89354	NW	8	19N	111W	05/15/1985		
	94076	CASTLE CK FED 14-22	WYW 89426	SW	22	32N	114W	04/24/1985		
	91160	TIP TOP TS5X-220	WYW 89427	SE	22	28N	113W	04/24/1985		
	91152	TIP TOP TS7X-27	WYW 89432	_	27,34	28N	113W	06/19/1985		
	NA	CPS #1143	WYW 89448	SW	11	28N	114W	07/31/1985		
	91207	WOLD FED #24-10	WYW 89457	_	10,11	28N	113W	12/04/1985		
	NA	FIELD COMPRESSOR	WYW 89465	SW	14	28N	113W	08/20/1985		
1	NA	TRUNK H LOOP	WYW 89472	_	14,23,26	29N	113W	08/20/1985		
	91174	MILNOM GOVT #4A	WYW 89477	NE	21	27N	113W	09/23/1985		

408

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
2	91183	MINION #5	WYW 89478	SW	21	27N	113W	11/04/1985		
001	91191	HOGBACK 72X-29G	WYW 89537	NE	29	27N	113W	12/04/1986		
	91202	TIP TOP T54-2G	WYW 89586	NE	2	28N	114W	06/03/1988		
1	91179	FIG FOUR CTH 7-31 LINE & DRBY	WYW 90841	SW,SE	31	28N	111W	11/15/1985		
8	91166	FIGURE FOUR FEDERAL #13-3	WYW 90845	_	12,13	27N	112W	03/04/1985		
3	91161	WBA-B #32-1	WYW 90851	_	29,32	25N	111W	04/25/1985		
	91614	WEST SHAH 3-25	WYW 90852		25	25N	112W	07/21/1992		
4	91197	WEST SHAH C #25-1 WELL LINE	WYW 90852	NE	25	25N	112W	04/25/1985		
		WEST SHAH 2-25	WYW 90852		25	25N	112W	07/21/1992		
G2	91212	EXXON-NO. CHIMNEY BUTTE #1-23	WYW 91085	NW	23	28N	113W	10/27/1988		
	91224,91225	TIP TOP T 18-12G	WYW 91104		12,13,14	28N	114W	06/19/1989		
	91226	TIP TOP T 77-2 G	WYW 91105		2,11	28N	114W	06/07/1989		
	91227	TIP TOP T83-11G	WYW 91106	E 1/2	11	28N	114W	06/19/1989		
G3	NA	LARAMIE COMPRESSOR STATION	WYW 91117	SW	14	26N	113W	07/20/1989		
	NA	CPS 1491	WYW 91120	NW	31	29N	112W	07/20/1989		
	NA	CPS 1489	WYW 91122	NE,NW	8	28N	113W	07/20/1989		
	NA	CPS 1490	WYW 91124	SW	33	29N	113W	07/20/1989		
	91267	HOGBACK 44-31	WYW 91135	N1/2	31	27N	113W	08/09/1989		
	91254,91255	HOGBACK 68-31	WYW 91150	SE	31	27N	113W	09/25/1989		
G1/A	NA	TRUNK B LOOP	WYW 91151	SE	3	29N	113W	09/25/1989		
G1/B	NA	TRUNK B LOOP	WYW 91151	NW	14	29N	113W	09/25/1989		
SG1/G	NA	CROSSOVER 16" LINE	WYW 94351	NE,NW	2	19N	114W	09/30/1986		

405

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METER #		FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
3G1/E	NA	CROSSOVER 16" LINE	WYW 94351	SE,SW	8	19N	113W	09/30/1986		
3G1/H	NA	CROSSOVER 16" LINE	WYW 94351	SE,SW	34	20N	114W	09/30/1986		
3G1/J	NA	CROSSOVER 16" LINE	WYW 94351	SE,SW	30	20N	114W	09/30/1986		
3G1/A	NA	CROSSOVER 16" LINE	WYW 94351	SE,NE,NW	30	19N	112W	09/30/1986		
3G1/C	NA	CROSSOVER 16" LINE	WYW 94351	NE	22	19N	113W	09/30/1986		
3G1/D	NA	CROSSOVER 16" LINE	WYW 94351	SE,NE,NW	16	19N	113W	09/30/1986		
3G1/I	NA	CROSSOVER 16" LINE	WYW 94351	NE,NW	32	20N	114W	09/30/1986		
3G1	91184	CHAMPLIN 106 I-1	WYW 94366	NW	24	18N	113W	12/16/1986		
:1	NA	LAT A-9	WYW 102152	SE	32	16N	119W	07/31/1987		
	NA	AMOCO BGL/BNU EAST PAINTER MS	WYW 102152	SE	32	16N	119W	07/31/1987		
	90156	BOGSBACK #32-6	WYW 0102936		6	26N	113W	05/10/1960		
	90117	BELFER BMG #26	WYW 0102937		18	27N	113W	05/10/1960		
	NA	CROSSOVER	WYW 0102938					05/10/1960		
	90170	MINTON GOVT #1	WYW #0102939		21	27N	113W	05/10/1960		
	90148	BOGSBACK #34-29	WYW 0102940		29,30	27N	113W	05/16/1960		
	90145	TIP TOP #76-28	WYW 0102941		28	28N	113W	05/11/1960		
	90169	CHIMNEY BUTTE #11	WYW 0102942		34	28N	113W	05/11/1960		
	P&A	B 40	WYW 0102943					05/11/1960		
	90149	B 51	WYW 0102944		14	29N	113W	05/11/1960		
	90168	BOGSBACK #86-12	WYW 0102945		12	27N	114W	05/11/1960		
:1/B	NA	LATERAL H-3 LOOP	WYW 0105226		31	29N	112W	05/10/1958		
1/A	NA	LATERAL H-3 LOOP	WYW 0105226		34,35,36	29N	113W	05/10/1958		

470

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90147	BOOSBACK #33-19	WYW 0105227		19,24,25	27N	113,114W	05/10/1960		
90176	TEXAS LA RANGE #1	WYW 0105228		27	27N	113W	05/10/1960		
90151	BOOSBACK #24-30A	WYW 0105229		30	27N	113W	05/10/1960		
NA	LATERAL A-4	WYW 0105230		MANY	27N	113,114W	05/10/1960		
90178	LA RANGE #2	WYW 0105231		34	27N	113W	06/09/1960		
90108	CHIMNEY BUTTE #5	WYW 0105232		14	28N	113W	05/10/1960		
90531	CHIMNEY BUTTE #9	WYW 0105233		26	28N	113W	05/10/1960		
90164	TIP TOP #32-28	WYW 0105234		28	28N	113W	05/10/1960		
NA	LATERAL H-5	WYW 0105235		13	29N	112W	05/10/1960		
90109	BELCO B #47	WYW 0105236		35	29N	113W	05/10/1960		
90171	BELCO B #11	WYW 0105237		28	30N	113W	05/10/1960		
NA	LATERAL A-12	WYW 0105238		1	27N	114W	05/10/1960		
P&A	H-8	WYW 0105269	-	30,31	29N	112W	05/10/1960		
NA	LATERAL H-8	WYW 0105271		24,25	29N	113W	05/17/1960		
NA	CPS #1474	WYW 105809	NW	32	20N	114W	05/03/1988		
45047	EMP #2 DELIVERY MTR	WYW 107560	SW	9	26N	111W	05/19/1988		
NA	CPS #1477	WYW 109263	NE	4	24N	111W	07/27/1988		
91213	ENRON-WEST STEAD CTN #12-9	WYW 109302	NW,SW	9	26N	112W	10/27/1988		
91210	ENRON-FIGURE FOUR FED #10-15	WYW 109303	NE	15	27N	112W	10/27/1988		
91209	ENRON FIGURE FOUR FED #6-31	WYW 109307	NE,NW,SW	31	28N	111W	10/27/1988		
90017	BELCO #10	WYW 0111714		2	29N	113W	06/30/1960		
90126	TIP TOP 44-25	WYW 0111715		25	28N	114W	08/03/1960		

174

EXHIBIT "A"
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LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
P&A	E-9	WYW 0111716		18	29N	112W	07/01/1960		
90165	HOGSBACK #25-32	WYW 0111717		32	27N	113W	07/01/1960		
90155	TIP TOP #43-32	WYW 0111746	-	32	28N	113W	07/01/1960		
90141	TIP TOP #67-12	WYW 0111747		12	28N	114W	07/01/1060		
90185	EAST LABARGE 5-6-12	WYW 0111749	NE,NW,SW	28	27N	112W	07/01/1960		
NA	LAT N-3 EXTENSION	WYW 0111750	NW	31	29N	112W	07/01/1960		
	C-25	WYW 0111751	SW	16	28N	113W	07/01/1960		
90003	BELCO #2	WYW 0111770		23,26	29N	113W	07/01/1060		
NA	LATERAL N-1	WYW 0111771		31	29N	112W	07/01/1960		
NA	LATERAL T-1	WYW 0111779		11,13,14	28N	114W	07/13/1960		
90179	BELCO B-57	WYW 0111831		23	29N	113W	07/14/1960		
90143	HOGSBACK #33-7	WYW 0111848	_	7	27N	113W	08/29/1960		
90157	TIP TOP #77-11	WYW 0111849		11	28N	114W	07/14/1960		
90127	TIP TOP #57-13	WYW 0111850		13	28N	114W	07/14/1960		
90175	C #31	WYW 0111853	_	25	28N	113W	08/12/1960		
90186	EAST LA BARGE #7	WYW 0111854		29	27N	112W	12/20/1960		
90833	M B FED 32-26	WYW 114245	_	22,27,26	25N	110W	02/26/1981		
90909	LINCOLN ROAD 8	WYW 114248	_	34,35	25N	111W	11/02/1981		
90830	MARATHON-LINCOLN RD 10	WYW 114249	NE,NW	20	24N	111W	02/10/1981		
90837	ENERGETICS - FED 44-9	WYW 114250	_	9,16	25N	110W	05/01/1981		
90835	ENERGETICS - FED 41-21	WYW 114251	_	21,16	25N	110W	02/26/1981		
91366	LA BARGE UNIT #9 WELL LINE	WYW 115996	NE	28	27N	113W	10/23/1990		

478

EXHIBIT "A"
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LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #	FACILITY	AGREEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91367	LABARGE UNIT #10	WTW 115997	SW	27	27N	113W	11/26/1990		
91370	LA BARGE UNIT #14 WELL LINE	WTW 115998	SW	27	27N	113W	10/23/1990		
91360	LA BARGE UNIT #11	WTW 115999	SW	27,34	27N	113W	11/26/1990		
91363	MINTON #7-A	WTW 116003		21	27N	113W	10/23/1990		
91371	LA BARGE UNIT #15 WELL LINE	WTW 116004	NE	34	27N	113W	10/23/1990		
91369	LA BARGE UNIT #13	WTW 116005		33,34	27N	113W	10/23/1990		
91372	LA BARGE UNIT #17 WELL LINE	WTW 116006	SE	34	27N	113W	10/23/1990		
91404	TEXACO LABARGE #12	WTW 116022	SW	34	27N	113W	12/19/1990		
91405	LA BARGE #18	WTW 116023		22,27,28	27N	113W	12/17/1990		
NA	LATERAL H-3	WTW 0116616	SW	31	29N	112W	08/03/1960		
91283	J A MINTON A-6	WTW 116842		21,28	27N	113W	11/06/1989		
91284	J A MINTON B-2	WTW 116843	NE	28	27N	113W	11/07/1989		
91282	LA BARGE UNIT 8	WTW 116843		21,28	27N	113W	11/07/1989		
/B NA	LATERAL A-34	WTW 116867		15,16	27	112W	08/17/1990		
/A NA	LATERAL A-34	WTW 116867		MANY	27	111W,112W	08/17/1990		
91359	BIRD CANYON FED 10-1	WTW 116868	NW	1	27N	112W	06/25/1990		
91337	TIP TOP 18-27	WTW 116872		27,34	28N	113W	08/24/1990		
91365,91364	MOBIL HOGBACK 55-20	WTW 116873	SE	20	27N	113W	10/15/1990		
91376	MOBIL HOGBACK82-18SURFACE LIN	WTW 116874	NE	18	27N	113W	10/10/1990		
91338	MOBIL HOGBACK 41-20	WTW 116875	NW	20	27N	113W	10/23/1990		
91280	BIRD CANYON FEDERAL 20-6	WTW 118211	NE	6	27N	111W	01/19/1990		
NA	LATERAL A-17 LOOP	WTW 118275	LT 5(SE)	7	26N	112W	10/30/1990		

RUN 12/16/92

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
1/A	NA	LATERAL A-17 LOOP	WYW 118275	NE	14	26N	113W	10/30/1990		
307	NA	LAT A10, A3 X-OVER	WYW 118420	NE	10	19N	112W	11/06/1990		
2	90915	BRUFF FEDERAL #2-26	WYW 118429	NW	26	18N	112W	12/03/1991		
2/C	NA	TRUNK B EXT. #2	WYW 118429	NW	34	18N	112W	06/03/1991		
302	91530	CLIFTON FEDERAL 28-2	WYW 118429		28	18N	112W	10/05/1992		
2	90816	CPC UDC #1-23	WYW 118429		22	18N	112W	05/31/1991		
	90705	BRUFF #9	WYW 118429	NW	22	18N	112W	10/16/1990		
1/C	NA	LATERAL B-1 LOOP	WYW 118429	SW,NW	12	18N	112W	06/03/1991		
1/B	NA	LATERAL B-1 LOOP	WYW 118429	SE	10	18N	112W	06/03/1991		
1/A	NA	LATERAL B-1 LOOP	WYW 118429	SW	10	18N	112W	06/03/1991		
2/A	NA	TRUNK B EXT. #1	WYW 118429	NW	22	18N	112W	05/31/1991		
904	NA	TRUNK "B"	WYW 118429	W 1/2	10	18N	112W	10/16/1990		
	91467	ROBUS FED UNIT 2	WYW 118429	NW,SW,SE	12	18N	112W	11/18/1991		
2/B	NA	TRUNK B EXT. #2	WYW 118429	SW,SW	22	18N	112W	06/03/1991		
5	90099	TREMPER STATE #5	WYW 0118985		36	29N	113W	09/13/1960		
#1	90199	B #62 CROSSOVER	WYW 0118985		14,23	29N	113W	09/13/1960		
	90707	BRUFF #7	WYW 119520	NW	20	18N	112W	08/30/1991		
1/A	NA	LATERAL B-3	WYW 119520	SW	10	18N	112W	04/08/1991		
1/B	NA	LATERAL B-3	WYW 119520	NW	20	18N	112W	04/08/1991		
501/G	NA	20" MOKA TO OPAL PIPELINE	WYW 119917	NE,SE	34	20N	112W	11/19/1990		
501/M	NA	20" MOKA TO OPAL PIPELINE	WYW 119917	SW	24	21N	113W	11/19/1990		
	91544	FEDERAL 1-26-B	WYW 119917		26	20N	112W	07/21/1992		

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91522	SEVEN MILE GULCH #20	WYW 119917	SW	22	20N	112W	12/03/1991		
91616	BRUFF 265 D-3	WYW 119917		26	20N	112W	07/21/1992		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	SE	24	21N	114W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917		22	20N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917		16	20N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	SW	26	20N	112W	11/19/1990		
91067	STRANGE #1-22	WYW 119917	NE,SE	22	20N	112W	10/25/1991		
91522	SEVEN MILE GULCH #20	WYW 119917	SE	22	20N	112W	12/03/1991		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	SW	28	21N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	SW	34	21N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917		6	20N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917		8	20N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	NE,NW	20	21N	113W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917		25,26	21N	114W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	NW,NE	30	21N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	NW	2	19N	112W	11/19/1990		
NA	20" MOKA TO OPAL PIPELINE	WYW 119917	NW/NE	22	21N	113W	11/19/1990		
90787	CHRISTMAN FED #1-26	WYW 119917	SW	26	20N	112W	05/01/1992		
90774	WILSON RANCH #15	WYW 119921	SWNW,NSW	32	20N	112W	05/01/1992		
91526	WILSON RANCH 31	WYW 119921		32	20N	112W	06/02/1992		
91357	WILSON RANCH UNIT #23	WYW 119921	NW,NW	8	19N	112W	12/12/1990		
NA	LAT A-12 EXTENSION	WYW 119921	SW	24	20N	113W	12/11/1990		

RUN 12/16/92

514

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
/B	NA	LAT A-12 EXTENSION	WYW 119921	NW,SW	14	20N	113W	12/11/1990		
/D	NA	LAT A-12 EXTENSION	WYW 119921	NE,NE	36	20N	113W	12/11/1990		
2	91457	KIEGLERS WASH #1-30	WYW 119921	SE	30	20N	112W	12/06/1991		
	91506	CHURCH BUTTES BUFFER #2-7	WYW 119932	SE	6	17N	112W	12/06/1991		
	90852	CHAMPLIN 358 G-1	WYW 119932	SW	32	18N	112W	05/06/1991		
	90671	CLIFTON FEDERAL 28-1	WYW 119932	SW	28	18N	112W	05/08/1991		
	NA	LATERAL B-8	WYW 119932		MANY	18N	112W	04/08/1991		
	91407	CHURCH BUTTES #2-17	WYW 119932		6,8	17N	112W	06/05/1991		
	91505	CHURCH BUTTES BUFFER #1-7	WYW 119932	SW	8	17N	112W	12/04/1991		
	91369	PANDO FED 32-2	WYW 119932		32	18N	112W	10/28/1992		
	91542	CHURCH BUTTE 1-18	WYW 119932		18	27N	112W	09/12/1992		
	90846	PANDO FEDERAL #1-32	WYW 119932	SW	32	18N	112W	04/08/1991		
	91483	WILSON RANCH 29	WYW 119947	SW,SW,NW	20	19N	112W	11/15/1991		
	91622	HAWTHORNE-FEDERAL 21-19	WYW 120117	NW	19	29N	112W	09/03/1991		
	NA	MOBIL-TIP TOP 72-18	WYW 120118	NE	18	28N	113W	08/01/1991		
	NA	MOBIL-HOGSBACK T72X-250	WYW 120119	NE	25	27N	114W	08/28/1991		
	NA	MOBIL-TIP TOP 36-28	WYW 120123	SW	28	28N	113W	08/28/1991		
/C	NA	TRUNK A LOOP SEG 3	WYW 120130		5	27N	113W	10/21/1991		
/B	NA	TRUNK A LOOP SEG 2 & 3	WYW 120130		MANY	28N	113W	10/21/1991		
/A	NA	TRUNK A LOOP SEG 1	WYW 120131		MANY	26N	113W	10/21/1991		
	90122	HOGSBACK #77-6	WYW 0121833		6	26N	113W	09/22/1960		
	90211	CHIMNEY BUTTE #14	WYW 0121871		1	27N	113W	10/07/1960		

JM 12/16/92

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91653	FONTENELLE RES 3-22	WYW 124224		22	25N	112W	07/29/1992		
91494	FONTENELLE RES. 1-22	WYW 124224		22	25N	112W	04/02/1992		
91661	FONTENELLE RES 2-22	WYW 124224		22	25N	112W	07/29/1992		
NA	CPS 619 & ADDTIONAL RES	WYW 124255	NW	23	29N	113W	09/11/1992		
NA	TRUNK T LOOP 2 EXT	WYW 124260		MANY	28N	113W,114W	10/19/1992		
NA	LATERAL T-3 LOOP	WYW 124262		6,7	28N	113W	10/19/1992		
NA	LATERAL A-3 EXT	WYW 0125265		6	26N	113W	10/25/1960		
NA	LATERAL A-13	WYW 0125282		1,35	28N,27N	113W	11/08/1960		
90205	MCDONALD DRAW #1 & CB #12	WYW 0125313		19	28N	112,113W	01/23/1961		
NA	LATERAL A-18	WYW 0125315	SE,SW	8	27N	112W	12/29/1960		
90188	E LABARGE #10	WYW 0125317		4	26N	112W	03/15/1961		
NA	LATERAL A-13 EXT	WYW 0125320		1,12	27N	113W	03/15/1961		
90212	GRBU #7	WYW 0125321		6,1	27N	112,113W	03/15/1961		
90228	FIGURE FOUR CANYON #2	WYW 0125322		15,10	27N	112W	03/15/1961		
/B NA	LATERAL A-17	WYW 0125323	LOT 5	7	27N	112W	03/31/1961		
/A NA	LATERAL A-17	WYW 0125323	NE	14	26N	113W	03/23/1961		
90191	CONNELLY #A-1C-33	WYW 0125325		33	27N	113W	03/15/1961		
NA	LATERAL A-15	WYW 0125326		MANY	27N	112W	04/13/1961		
90223	BBG #39	WYW 0125327		4	26N	113W	04/12/1961		
90204	GRBU #3	WYW 0125328		31	27N	112W	03/23/1961		
90203	GRBU #1	WYW 0125330		19	27N	112W	03/23/1961		
90207	SHLFER BBG #37	WYW 0125331		33	26,27N	113W	03/15/1961		

UN 12/16/92

LL4

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90209	B-LABARGE #9	WYW 0125334		8	26N	112W	03/15/1961 PRIVATE		
	90208	BELCO #42	WYW 0125335		4	26N	113W	03/15/1961		
	90192	CONNELLY #A-1C-32	WYW 0125337		29,32	27N	113W	12/16/1960		
3	90202	FIGURE FOUR CANYON #1	WYW 125339		15	27N	112W	03/15/1961		
	90223	BELPOR-BMG #45 RELINQUISHED	WYW 0125340		4	26N	113W	04/12/1961		
1	NA	LATERAL A-14	WYW 0125341		5,4,3	26N	112W	05/05/1961		
	90206	BELCO #34	WYW 0125344		4	26N	113W	02/01/1961		
2		BRUFF FEDERAL 3-A	WYW 125677		18	18N	112W	10/02/1992		
1/B	90097	HOGSBACK #77-31	WYW 0128026		32,31	27N	113W	12/01/1960		
1/A	90097	HOGSBACK #77-31	WYW 0128026		33	27N	113W	12/01/1960		
	90028	B #45, B #31	WYW 0128031		2	29N	113W	12/01/1960		
	90161	BELCO E #22	WYW 0128101		31	29N	112W	12/16/1960		
	NA	CPS #533	WYW 0131539	SE	17	13N	108W	01/17/1961		
	90196	BELCO B #63	WYW 0131603		26	29N	113W	01/09/1961		
	NA	ACCESS ROAD	WYW 0131607	SE	31	27N	112W	08/10/1960		
G1/A	NA	ACCESS ROAD	WYW 0131607	SE	31	27N	112W	08/10/1961		
G1/B	NA	ACCESS ROAD	WYW 0131607	NW	5	26N	112W	08/10/1961		
	90199	BELCO B #62	WYW 0131615		14	29N	113W	01/24/1961		
G2	NA	B-48 TO B-7	WYW 0133897		1	29N	113W	01/24/1961		
2	NA	B-48 CROSSOVER LAT B-7	WYW 0133897		1	29N	113W	01/24/1961		
	90220	BELCO BMG #51	WYW 0133966		4	27N	113W	02/10/1961		
	90219	BELCO B #12	WYW 0136207		28,27	30N	113W	04/12/1961		

RUN 12/16/92

8L4

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90221	BELCO BHG #49	WYW 0136254		33	28N	113W	03/03/1961		
2	NA	LATERAL A-7	WYW 0136311		32,33	28N	113W	03/24/1961		
	NA	X-OVER LAT N-10 TO N-2	WYW 0142192		24,25	29N	113W	05/04/1961		
	90228	GRBU #15	WYW 0146111		7	27N	112W	05/11/1961		
	NA	LATERAL A-13 2ND EXT.	WYW 0146112		7,12	27N	112W,113W	05/11/1961		
	P&A	GULF 3	WYW 0146237		36	29N	113W	06/08/1961		
	P&A	C-24	WYW 0146238		36,2	28N,29N	113W	06/08/1961		
1	NA	LATERAL A-16	WYW 0146266		29,32	27N	112W	06/08/1961		
	90232	GRBU #16	WYW 0150185		20	27N	112W	08/10/1961		
	90234,90271	GRBU #23	WYW 0150250		2	26N	113W	06/23/1961		
	90233	GRBU #17	WYW 0150259		11	26N	113W	07/13/1961		
	90283	GRBU #22	WYW 0153816		27	27N	113W	07/12/1961		
	90235	BHG 2 TANK BATTERY	WYW 0157190		32	28N	113W	08/09/1961		
	90268	GRBU #19	WYW 0157204		35,2	26N,27N	113W	08/10/1961		
	NA	LATERAL N-17	WYW 0157220		15,22	28N	113W	08/11/1961		
	~~90336~~	~~GRBU-884 Relinquished~~	~~WYW 0157852~~		~~3,3~~	~~26N~~	~~113W~~	~~10/05/1961~~		
	90310	GRBU (25-45)	WYW 0157454		2	26N	113W	09/25/1961		
	90292	GRBU #21	WYW 0157455		34	27N	113W	09/07/1961		
	NA	CPB #583	WYW 0161200	SW	28	17N	110W	11/01/1961		
	90248	BOSBACK #06-25	WYW 0165782		25	27N	114W	10/30/1961		
	NA	LATERAL A-18	WYW 0165783		MANY	27N	113W, 114W	11/01/1961		
	90247	BOSBACK #13-31	WYW 0165784		31	27N	113W	10/30/1961		

674

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LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90237	BMG #70	WYW 0165785		28	28N	113W	10/30/1961		
90241	GRBU #28	WYW 0165791	_	18	27N	112W	11/09/1961		
90250	B #69	WYW 0165803	_	3	29N	113W	11/01/1961		
90253	BMG #82	WYW 0170115		28	28N	113W	11/15/1961		
90051	SALATHE #1	WYW 0170157	_	14	29N	113W	11/20/1961		
90240	GRBU #30	WYW 0170157		14,15	26N	113W	11/20/1961		
90254	B #60	WYW 0170185	_	14	29N	113W	11/20/1961		
60260	HOGSBACK #77-24	WYW 0170332	-	19,24	27N	113,114W	12/12/1961		
90263	EAST LABARGE NO 17 #1	WYW 0175605		28,33	27N	112W	12/15/1971		
90256	BMG #81	WYW 0175606	SE	8	27N	113W	12/15/1961		
NA	PIPELINE TO AMOCO MER STATION	WYW 0175612	SE	26	29N	113W	12/15/1961		
90367	LOBO ISLAND #3	WYW 0175624	SE	24	29N	112W	02/08/1962		
90261	EAST LABARGE NO. 15	WYW 0175625		28	27N	112W	09/04/1962		
90368	LOBO ISLAND #4	WYW 0175626	SE	23	29N	112W	02/08/1962		
NA	LATERAL B-18	WYW 0175627	-	23,26	29N	112W	09/04/1962		
NA	LATERAL B-3 LOOP EXT. 2	WYW 0175628							
90299	STAR CORAL #2	WYW 0175651	-	9,16	30N	113W	09/04/1961		
90264	CHIMNEY BUTTE #6	WYW 0175664	_	30	28N	112W	09/04/1962		
90266	GRBU #44	WYW 0175683	_	2	26N	113W	02/19/1962		
90299	STAR CORAL #1	WYW 0175684	NE	16	30N	113W	02/08/1962		
90257	BELCO-GRB #29	WYW 0175685	NW	30	27N	112W	09/04/1962		
NA	TRUNK B EXT	WYW 0179081		16,21	30N	113W	09/20/1962		

480

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
	90267	HOGSBACK #76-1	WYW 0179806	SE	1	27N	114W	02/19/1962		
	NA	LATERAL N-3 LOOP EXT #1	WYW 0179904		31,32,33	29N	112W	09/04/1962		
	90291	LABARGE #3	WYW 0179937	SW,SW	27	27N	113W	09/04/1962		
	90277	TIP TOP #22-19	WYW 0179940	-	19	28N	113W	02/23/1962		
	90314	BBG #83	WYW 0195906		4,9	26N	113W	08/30/1962		
	90239	GRBU #27	WYW 0195907		14	26N	113W	04/30/1962		
	90291	~~BLD TOP #22-1~~ RELINQUISHED	~~WYW 0195908~~		~~MANY~~	~~28N,29N~~	~~113,114W~~	~~04/30/1962~~		
	90280	GRBU #33	WYW 0200614		6,7	27N	112W	08/30/1962		
	90281	TIP TOP 52-10	WYW 0200681		1,2	28N	114W	08/30/1962		
	90289	GRBU #43	WYW 0200682		11	26N	113W	08/30/1962		
	NA	WEST OIL PUCHASE MTR STATION	WYW 0205950	SW	9	27N	113W	08/30/1962		
	90308	GRBU #37	WYW-~~0200920~~ 0125828	-	20	27N	112W	12/10/1962		
	NA	CPS #607	WYW 0220529	SE	12	14N	109W	12/10/1962		
	90311	LA BARGE #5	WYW 0220530		3	26N	113W	10/15/1962		
	90298	GOAT HILL UNIT #3	WYW 0220531	-	32	31N	113W	10/15/1962		
	NA	TRUNK N EXT	WYW 0220532		MANY	30N,31N	113W	11/13/1962		
	90300	GOAT HILL UNIT #5	WYW 0220533		32	21N	113W	10/15/1962		
1	NA	LATERAL A-19	WYW 0225845		6,31	26N,27N	113W	12/10/1962		
	90312	GRBU #47	WYW 0225859	-	2	26N	113W	12/10/1962		
	90288	MOBIL 36-6	WYW 0225860		6,7	28N	113W	11/13/1962		
1	NA	ACCESS ROAD	WYW 0225861	SW	9	27N	113W	12/10/1962		
	90286	GRBU #35	WYW 0225862	-	7	27N	112W	11/20/1962		

RUM 12/16/92

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90285	GRBU #36	WYW 0225863		18	27N	113W	12/10/1962		
NA	LATERAL B-2 RELINQUISHED	WYW 0225871		MANY	28N,29N	114W	11/13/1962		
NA	LATERAL A-1 LOOP	WYW 0225874		MANY	26N,27N	112W,113W	12/10/1962		
NA	CPS #606 & ARCOK BED ADDITION	WYW 0225875		9,10	12N	108W	12/06/1962		
90296	TIP TOP #12-7	WYW 0225891		7	28N	113W	11/13/1962		
90310	GRBU #25 & #63 RELINQUISHED	WYW 0225892		11	28N	113W	12/10/1962		
90307	CHIMNEY BUTTE #17	WYW 0225893		35	28N	113W	12/10/1962		
90297	TIP TOP #83-2	WYW 0225894		2	28N	114W	12/10/1962		
90297	MOBIL 83-2	WYW 0225894		1,2	28N	114W	12/06/1962		
90305	BELCO C #57	WYW 0231762		25	28N	113W	12/06/1962		
NA	LATERAL H-19	WYW 0231810		23,24,25	28N	113W	12/06/1962		
NA	CPS #610	WYW 0231878	NE	30	16N	109W	12/17/1962		
90295	HOGSBACK #87-13	WYW 0231879		13	27N	114W	12/06/0196		
90319	GOV'T MINTON B #1	WYW 0240611	-	21	27N	113W	02/11/1963		
P&A	MOBIL 66-26	WYW 0248271	-	26	28N	114W	06/02/1963		
P&A	MOBIL 66-26	WYW 0248271	-	24,25,26	28N	114W	06/02/1963		
NA	CPS #619 ADDITIONAL WELL	WYW 0256478	SW	23	29N	113W	06/18/1963		
NA	CPS #621	WYW 0256575	SE	29	27N	113W	06/06/1963		
NA	CPS #618	WYW 0256576	SE	35	29N	113W	06/06/1963		
NA	CPS #617	WYW 0256577	NE	23	28N	113W	06/06/1963		
90330	TIP TOP 47-31	WYW 0262287	SE	31	29N	113W	06/24/1963		
90326	GRBU #24	WYW 0262288		2	26N	113W	06/24/1963		

482

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LOCATED IN ROCK SPRINGS, WYOMING FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING COMPANY

METER #	FACILITY	RAILROAD NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90329	MOBIL 44-29	WYW 0262351		29	28N	113W	10/11/1963		
90332	TIP TOP #88-23	WYW 0271299		25,26,23	28N	114W	10/22/1963		
90335	TIP TOP 71-11	WYW 0275266		11,12	28N	114W	09/26/1963		
90422	HOGBACK #5IX-5	WYW 0275269	-	5	26N	113W	09/26/1963		
90331	HOGBACK #77X-7-1	WYW 0275299	-	7	27N	113W	09/26/1963		
90333	TIP TOP 37-30	WYW 0275300		30,31	29W	113W	09/26/1963		
90348	TIP TOP 31-18	WYW 0280492		7,18	28N	113W	11/08/1963		
BA	LATERAL B-20	WYW 0285738			28N	112W-113W	12/11/1963		
-	BELCO MCDONALD DRAW #23	WYW 0285739	SW,NW	29	28N	112W	12/11/1963		
90342	BELCO C-64-33	WYW 0285740	SE,NE	33	28N	113W	11/26/1963		
90345	BELCO BHU-89	WYW 0285741		4,33	27N,28N	113W	12/11/1963		
90344	BELCO C-63	WYW 0285742J		33,34	28N	113W	12/11/1963		
-	BELCO-MCDONALD DRAW #17	WYW 0285744	SW,SE	29	28N	112W	12/11/1963		
01831	BELCO-MCDONALD DRAW TNK BAT.#1	WYW 0285745	SW	29	28N	112W	12/11/1963		
-	BELCO C-58	WYW 0285758	NW	25	28N	113W	12/12/1963		
BA	MCDONALD DRAW 29-31	WYW 0285761	-	30,31	28N	112W	12/12/1963		
	C-66-28	WYW 0289778	-	28	28N	113W	01/14/1964		
90341	BELCO GRB #39A-31	WYW 0289780	NE,NW	31	27N	112W	02/13/1964		
90353	TIP TOP 78-21	WYW 0309690		21,28	28N	113W	06/11/1964		
/A 90353	TIP TOP #78-21	WYW 0309690		28,21	28N	113W	06/11/1964		
/B 90353	TIP TOP #78-21	WYW 0309690	-	28,21	28N	113W	06/11/1964		
90351	MOBIL TIP TOP #61-6	WYW 0310194	SW,NW,NE	6	28N	113W	07/02/1964		

UM 12/16/92

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	90355	NORTH LABARGE #19-9	WYW 0310262	-	9	27N	113W	07/23/1964		
	90355	BELCO LABARGE #19-9	WYW 0310262	ALL	9	27N	113W	07/23/1964		
01	90371	TEXACO LABARGE #6	WYW 0310700	SW	3	26N	113W	07/23/1964		
	90354	BELCO EAST LABARGE #R-9-29	WYW 0310701		29	27N	112W	07/23/1964		
	90218	BELCO GSB #4	WYW 0310747		13	26N	113W	07/23/1964		
	90360	MOBIL TIP TOP #73-30	WYW 0310829	SW	30	29N	113W	09/01/1964		
	90358	BELCO C-68-34	WYW 0310830	SW	34	28N	113W	09/01/1964		
	90356	NORTH LABARGE #20-8	WYW 0310831	SE,NW,NE	8	27N	113W	09/01/1964		
	90361	MOBIL TIP TOP #57-19	WYW 0311141		20,19	28N	113W	09/01/1964		
		C-41	WYW 0311203	-	3	26N	113W	08/25/1964		
	90357	BELCO NORTH LABARGE #21-4	WYW 0311308	SW	4	27N	113W	09/18/1964		
01/B	90362	BELCO GSB #34-6	WYW 0311742	SE,SW	31	27N	112W	10/20/1964		
	NA	X OVER BELCO BHG #15 TO BHG #29	WYW 0312352	SE	32	28N	113W	11/03/1964		
	NA	2" LINE FROM 30" DRIP	WYW 0312500		22	21N	114W	12/09/1964		
	90366	DRY PINEY 1-27	WYW 0312961		26,27	28N	114W	12/07/1964		
	NA	X-OVER LAT H-3 TO LAT H-3 LOOP	WYW 0313637	NE	31	29N	112W	12/28/1964		
	90370	B #36	WYW 0313638	-	25	29N	113W	12/28/1965		
	90531	CHIMNEY BUTTE #9	WYW 317373	-	26	28N	113W	06/16/1965		
	NA	CPS #726	WYW 0317531	NE	36	23N	114W	06/14/1965		
	90380	SOUTH HOGBACK #1-8	WYW 0319651		8,9	26N	113W	10/22/1965		
	90391	BELCO S #14-21	WYW 0319652		22,21	30N	113W	09/22/1965		
	90392	BELCO 38-9	WYW 0321482		8,9	27N	113W	12/27/1965		

484

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
2	90396	TIP TOP #55-20	WYW 0323984	-	20	28N	113W	04/21/1966		
9	NA	CPS 779	WYW 0324772	-	1	28N	116W	05/11/1966		
1	NA	CPS 778	WYW 0324773		31	27N	112W	06/14/1966		
2	90395	BOXER LA BARGE #22-17	WYW 0325197		17	27N	113W	05/27/1966		
13	90052	MARSHALL #2	WYW [illegible] 036197	-	34	30N	113W	10/29/1956		
13	90367	LONG ISLAND UNIT #3	WYW 1075624	-	24	29N	112W	12/00/1962		
16	90368	LONG ISLAND UNIT #4	WYW 1075626	-	23	29N	112W	12/00/1962		

485

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NA	LAT A-9	W102152	SE	32	16N	119W	07/31/1987	-	-
NA	AMOCO BGL/NRU EAST PAINTER MB	W102152	SE	32	16N	119W	07/31/1987	-	-
91200	PINEDALE #7 M/S	WYW81191	-	15	30N	108W	02/28/1991	-	-
91202	TIP TOP T54-2G	W89586	NE	2	28N	114W	06/01/1988	-	-
NA	CPS #1474	W105809	NW	32	20N	114W	05/03/1988	-	-
45047	BWP #2 DELIVERY MTR	W107560	SW	9	26N	111W	05/19/1988	-	-
NA	CPS #1477	W109263	NE	4	24N	111W	07/27/1988		
91209	ENRON FIGURE FOUR FED #6-31	W109307	NE,NW,SW	31	28N	111W	10/27/1988	-	-
91212	ENRON-NO. CHIMNEY BUTTE #1-23	W91085	NW	23	28N	113W	10/27/1988	-	-
91213	ENRON-WEST STEAD CYN #12-9	W109302	NW,SW	9	26N	112W	10/27/1988	-	-
91210	ENRON-FIGURE FOUR FED #10-15	W109303	NE	15	27N	112W	10/27/1988	-	-
91224,91225	TIP TOP T 18-12G	WYW91104		12,13,14	28N	114W	06/19/1989	-	-
91226	TIP TOP T 77-2 G	WYW91105		2,11	28N	114W	06/07/1989	-	-
91227	TIP TOP T83-11G	WYW91106	E 1/2	11	28N	114W	06/19/1989	-	-
NA	LABARGE COMPRESSOR STATION	WYW91117	SW	14	26N	113W	07/20/1989	-	-
'B NA	TRUNK B LOOP	WYW91151	NW	14	29N	113W	09/25/1989	-	-
'A NA	TRUNK B LOOP	WYW91151	SE	3	29N	113W	09/25/1989	-	-
NA	CPS 1489	WYW91122	NE,NW	8	28N	113W	07/20/1989	-	-
NA	CPS 1491	WYW91120	NW	31	29N	112W	07/20/1989	-	-
NA	CPS 1490	WYW91124	SW	33	29N	113W	07/20/1989	-	-
91267	BOGSBACK 44-31	WYW91135	N1/2	31	27N	113W	08/09/1989	-	-
91254,91255	BOGSBACK 68-31	WYW91150	SE	31	27N	113W	09/25/1989	-	-

MST 10/13/92

486

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91316	AMOCO-CHAMPLIN 285 D-2	WYW67936A	SE	26	20N	112W	02/28/1990	-	-
NA	TRUNK "B"	WYW118429	W1/2	10	18N	112W	10/16/1990	-	-
91270	AMOCO-CHAMPLIN 285-A-2	WYW63845B	NE	26	20N	112W	12/14/1989	-	-
91282	LA BARGE UNIT B	WYW116843		21,28	27N	113W	11/07/1989	-	-
91283	J A MINTON A-6	WYW116842		21,28	27N	113W	11/06/1989	-	-
91284	J A MINTON B-2	WYW116843	NE	28	27N	113W	11/07/1989	-	-
NA	LATERAL A-17	WYW63845C	NW	2	19N	112W	12/14/1989	-	-
91280	BIRD CANYON FEDERAL 20-6	WYW118211	NE	6	27N	111W	01/19/1990	-	-
90681	6" LOOPLINE CHAMPLIN 285 RECON	WYW67936	SWSW	36	20N	112W	05/24/1990	-	-
NA	LAT A10, A1 X-OVER	WYW118420	NE	10	19N	112W	11/06/1990	-	-
91323	FED 2-6	WYW65012	SE	6	18N	111W	07/11/1990	-	-
/A NA	WHISKEY BUTTES CROSSOVER	WYW770596A	SW	30	21N	111W	08/24/1990	-	-
/B NA	WHISKEY BUTTES CROSSOVER	WYW770596A	SE	30	21N	111W	08/24/1990	-	-
/F NA	WHISKEY BUTTES CROSSOVER	WYW770596A		36	21N	112W	08/24/1990	-	-
/C NA	WHISKEY BUTTES CROSSOVER	WYW770596A	NW	12	21N	112W	08/24/1990	-	-
/D NA	LATERAL A-19	WYW770596A	NE,SE	14	21N	112W	08/24/1990	-	-
/E NA	LATERAL A-19	WYW770596A	NW,SW	24	21N	112W	08/24/1990	-	-
90773	WHISKEY BUTTES #39 RECONNECT	WYW77059	NE	36	21N	112W	07/25/1991	-	-
A NA	20" MOKA TO OPAL PIPELINE	WYW119917	NW	2	19N	112W	11/19/1990	-	-
D NA	20" MOKA TO OPAL PIPELINE	WYW119917		16	20N	112W	11/19/1990	-	-
B NA	20" MOKA TO OPAL PIPELINE	WYW119917		6	20N	112W	11/19/1990	-	-
O NA	20" MOKA TO OPAL PIPELINE	WYW119917		25,26	21N	111W	11/19/1990	-	-

L89

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/C NA	20" MOXA TO OPAL PIPELINE	WYW119917		8	20N	112W	11/19/1990	-	-
/G NA	20" MOXA TO OPAL PIPELINE	WYW119917	NE,SE	34	20N	112W	11/19/1990	-	-
/F NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	26	20N	112W	11/19/1990	-	-
/J NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	34	21N	112W	11/19/1990	-	-
/H NA	20" MOXA TO OPAL PIPELINE	WYW119917	SE	24	21N	114W	11/19/1990	-	-
/M NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	24	21N	113W	11/19/1990	-	-
/K NA	20" MOXA TO OPAL PIPELINE	WYW119917	NE,NW	20	21N	113W	11/19/1990	-	-
/L NA	20" MOXA TO OPAL PIPELINE	WYW119917	NW/NE	22	21N	113W	11/19/1990	-	-
/N NA	20" MOXA TO OPAL PIPELINE	WYW119917	SW	28	21N	112W	11/19/1990	-	-
/K NA	20" MOXA TO OPAL PIPELINE	WYW119917		22	20N	112W	11/19/1990	-	-
/I NA	20" MOXA TO OPAL PIPELINE	WYW119917	NW,NE	30	21N	112W	11/19/1990	-	-
91366	LA BARGE UNIT #9 WELL LINE	WYW115996	NE	28	27N	113W	10/23/1990	-	-
91359	BIRD CANYON FED 10-1	WYW116868	NW	1	27N	112W	06/25/1990	-	-
/A NA	LATERAL A-34	WYW116867		MANY	27	111W,112W	08/17/1990	-	-
/B NA	LATERAL A-34	WYW116867		15,16	27	112W	08/17/1990	-	-
91337	TIP TOP 18-27	WYW116872		27,34	28N	113W	08/24/1990	-	-
91365,91364	MOBIL HOGSBACK 55-20	WYW116873	SE-	20-	27N	113W	10/15/1990	-	-
91374	MOBIL HOGSBACK82-18SURFACE LIN	WYW116874	NE	18	27N	113W	10/10/1990	-	-
91338	MOBIL HOGSBACK 41-20	WYW116875	NW	20	27N	113W	10/23/1990	-	-
B 90665	WHISKEY BUTTES #22	W66868	NE	16	21N	112W	06/20/1980	-	-
C 90665	WHISKEY BUTTES #22	W66868	NW,SW	22	21N	112W	06/20/1980	-	-
D 90665	WHISKEY BUTTES #22	W66868		28	21N	112W	06/20/1980	-	-

*ST 10/13/92

4848

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LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
1/A	90665	WHISKEY BUTTES #22	W66848	SE,SW	10	21N	112W	06/20/1980	-	-
2	90628	LAMSDALE FED 28-1	WYW70543		28	19N	112W	10/16/1980	-	-
2/A	90829	GRANGER #1	W71183	ALL	6	19N	111W	09/30/1980	-	-
2/B	90829	GRANGER #1	W71183	NW	8	19N	111W	09/30/1980	-	-
1	91287	CHURCH BUTTES #1-25	W80376	ALL	24	18N	112W	08/18/1982	-	-
1	91219	CPC CHAMPLIN FED NO. 1-6	W80375	SW,NW	1	18N	112W	08/18/1982	-	-
	91368	LA BARGE UNIT #11	WYW115999		21,16	27N	113W	11/26/1990	-	-
	91370	LA BARGE UNIT #14 WELL LINE	WYW115998	SW	27	27N	113W	10/23/1990	-	-
2	91388,91387	CHAMPLIN 149 I-2	WYW66354	SW	28	19N	112W	01/25/1991	-	-
2	91357	WILSON RANCH UNIT #23	WYW119921	NW,NW	8	19N	112W	12/12/1990	-	-
	90730	WILSON RANCH #5	WYW119947	-	20	19N	112W	02/01/1991	-	-
	90888	CLIFTON FED #34-1	WYW118429	-	34	18N	112W	06/03/1991	-	-
	90646	PANDO FEDERAL #1-32	WYW119932	NW-	32-	18N	112W	04/08/1991	-	-
	91363	MINTON #7-A	WYW116003	-	21	27N	113W	10/23/1990	-	-
	91372	LA BARGE UNIT #17 WELL LINE	WYW116006	SE-	34-	27N	113W	10/23/1990	-	-
	91371	LA BARGE UNIT #15 WELL LINE	WYW116004	NE	34-	27N	113W	10/23/1990	-	-
	91369	LA BARGE UNIT #13	WYW116005		33,34	27N	113W	10/23/1990	-	-
	91405	LABARGE #18	WYW116023		22,27,28	27N	113W	12/17/1990	-	-
	91355,91356	SAGEBRUSH FEDERAL 42-26	WYW663498	NE	26	20N	112W	01/25/1991	-	-
		MESQUITE FEDERAL 10-24	WYW67876		24	20N	112W	04/03/1992	-	-
	91470	WHISKEY BUTTES #61	WYW65468	SW,NW,NE	26	21N	112W	01/08/1992	-	-
/A	NA	LATERAL A-24	WYW65468-	NW,NW	28	21N	112W	01/08/1992	-	-

.MST 10/13/92

489

EXHIBIT "A"
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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
:/C	NA	LATERAL A-24	WYW65468	SW	30	21N	111W	01/08/1992	-	-
:/B	NA	LATERAL A-24	WYW65468	SE,SW,NE	26	21N	112W	01/08/1992	-	-
:/D	NA	LATERAL A-24	WYW65468	SE	30	21N	111W	01/08/1992	-	-
	91493	COW HOLLOW #13	WYW67916	-	5,32	22N,23N	112W	12/04/1991	-	-
	91462	SHUTE CREEK #14	WYW67916	NW,SW	32	23N	112W	01/24/1992	-	-
		COW HOLLOW 15	WYW-70250		36	22N	112W	07/21/1992	-	-
		ALTROGGE FEDERAL 2-18	WYW-64684		18	19N	112W	06-02-1992		
	NA	BIRCH CREEK LATERAL	WYW64375		MANY	27N	113W	10/03/1978	-	-
/A	NA	TRUNK A LOOP SEG 1	WYW120131		MANY	26N	113W	10/21/1991	-	-
/B	NA	TRUNK A LOOP SEG 2 & 3	WYW120130		MANY	26N	113W	10/21/1991	-	-
/C	NA	TRUNK A LOOP SEG 3	WYW120130		5	27N	113W	10/21/1991	-	-
		BLACKS FORK FED. 26-1	WYW72493		26	18N	113W	05/13/1992		
		WILSON RANCH 31	WYW119921		32	20N	112W	06/02/1992		
		WHISKEY BUTTES 13-4	WYW71214D		4	21N	112W	05/01/1992		
		BRUFF FEDERAL 3-A	WYW125677		18	18N	112W	10/02/1992		
		BRUFF 285 D-3	WYW119917		26	20N	112W	07/21/1992		
		CHURCH BUTTE 3-23	WYW80376		24	18N	112W	08/12/1992		
		TR A PIG ACCESS RD	WYW122373		5	27N	113W	08/17/1992		
		CLIFTON FEDERAL 28-2	WYW118429		28	18N	112W	10/05/1992		
		CHURCH BUTTE 1-19	WYW119932		18	27N	112W	09/12/1992		
		SEQUOYAH FED 30-6	WYW71183		6	19N	111W	07/21/1992		
		FEDERAL 1-26-R	WYW119917		26	20N	112W	07/21/1992		

490

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
A	COW HOLLOW 3	WYW71214D		4	21N	112W	08/21/1992		
B	COW HOLLOW 3	WYW71214D		32	22N	112W	08/21/1992		
	CHAMPLIN 289 A-1	WYW71214D		32	22N	112W	08/21/1992		
	BRUTE CREEK 6	WYW75548		29,30	23N	112W	07/21/1992		
	FONTENELLE RES. 1-22	WYW124224		22	25N	112W	04/02/1992		
	WEST SWAN 3-25	WYW90852		25	25N	112W	07/21/1992		
	WEST SWAN 1-24	WYW87632		24	25N	112W	07/21/1992		
	WEST SWAN 2-25	WYW90852		25	25N	112W	07/21/1992		
	BRUTE CREEK 16	WYW67916		31,32	23N	112W	09/23/1992		
	COW HOLLOW 19	WYW67916		5,6	22N	112W	09/11/1992		
	CHAMPLIN 122 D-2 G1	WYW64694		12	19N	113W	09/23/1992		
	WILSON RANCH 32	WYW64694		12	19N	113W	08/12/1992		
	WILSON RANCH 12-1	WYW64694		12	19N	113W	10/05/1992		
	CHAMPLIN 288 B-2 G1	WYW63845		10	20N	112W	09/23/1992		
	FONTENELLE RES 2-22	WYW124224		22	25N	112W	07/29/1992		
	FONTENELLE RES 3-22	WYW124224		22	25N	112W	07/29/1992		
	SEVENMILE GULCH 22	WYW63843		16	20N	112W	09/23/1992		
	BRUTE CREEK 19	WYW67916		5	22N	112W	10/05/1992		
	BRUTE CREEK 21	WYW75548		30	23N	112W	10/05/1992		
	BRUTE CREEK 20	WYW75548		20	23N	112W	10/05/1992		
	LITTLE MONUMENT 20-23	WYW69593		23	25N	111W	09/03/1992		
	LITTLE MONUMENT 30-12	WYW82616		12	25N	111W	09/03/1992		

491

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	CIG FEDERAL 2-10	WYW63845		10	20N	112W	10-05-1992		
	FEDERAL 1-12	WYW81153		12	27N	112W	08-20-1992		
	BRUTE CREEK 17	WYW75548		29	23N	112W	10-05-1992		
	LATERAL T-3 LOOP	WYW		6,7	28N	113W	10-19-1992		
	TRUNK T LOOP 2 EXT	WYW124260		MANY	28N	113W,114W	10-19-1992		
NA	LATERAL A-17 LOOP	WYW18275	SE	8	26N	112W	10/30/1990	-	-
NA	LATERAL A-17 LOOP	WYW118275	NE	14	26N	113W	10/30/1990	-	-
NA	LATERAL A-17 LOOP	WYW118275	LT 5(SE)	7	26N	112W	10/30/1990	-	-
90355	BELCO LABARGE #19-9	W0310262	ALL	9	27N	113W	07/23/1964	-	-
91367	LABARGE UNIT #10	WYW115997	SW	27	27N	113W	11/26/1990	-	-
NA	TRUNK H LOOP EXT. #2	WYW116881		MANY	29N,30N	113W	08/22/1991	-	-
NA	LATERAL B-8	WYW119932		MANY	18N	112W	04/08/1991	-	-
NA	LATERAL B-1 LOOP	WYW118429	SW	10	18N	112W	06/03/1991	-	-
NA	LATERAL B-1 LOOP	WYW118429	SW,NW	12	18N	112W	06/03/1991	-	-
NA	LATERAL B-1 LOOP	WYW118429	SE	10	18N	112W	06/03/1991	-	-
91397,91398	CHAMPLIN 326 D-2	W66349	SWSE	24	20N	112W	09/11/1990	-	-
NA	LATERAL B-3	WYW119520	SW	10	18N	112W	04/08/1991	-	-
NA	LATERAL B-3	WYW119520	NW	20	18N	112W	04/08/1991	-	-
90707	BRUFF #7	WYW119520	SW	20	18N	112W	08/30/1991	-	-
90816	CPC UDC #1-23	WYW118429		22	18N	112W	05/31/1991	-	-
90705	BRUFF #9	WYW118429	SW	22	18N	112W	10/16/1990	-	-
90671	CLIFTON FEDERAL 28-1	WYW119932	SW	28	18N	112W	05/08/1991	-	-

492

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90952	CHAMPLIN 358 G-1	WYW119932	SW	32	18N	112W	05/06/1991	-	-
NA	HOGSBACK RADIO SITE	W077647	SW	18	27N	113W	09/16/1959	-	-
NA	CS #31	W072175	NW	14	29N	113W	01/23/1959	-	-
NA	CS #32	W072175	NW	14	29N	113W	01/23/1959	-	-
NA	TANK AND DRIP	W072175	SW	35	29N	113W	01/23/1959	-	-
91119	VERNE #1	WYW87841	NE	14	18N	113W	09/17/1991	-	-
NA	LATERAL B-1 EXT #2	WYW65012	SE,NE	6	18N	111W	06/01/1991	-	-
NA	TRUNK B EXT. #1	WYW118429	NW	22	18N	112W	05/31/1991	-	-
NA	TRUNK B EXT. #2	WYW118429	NW	34	18N	112W	06/03/1991	-	-
NA	TRUNK B EXT. #2	WYW118429	NW,SW	22	18N	112W	06/03/1991	-	-
90090	HOGSBACK #88-30	WYW046881		19	27N	113W	07/02/1956	-	-
/A NA	TRUNK H	WYW036192		17,20	28N	113W	10/29/1956	-	-
/B NA	TRUNK H	WYW036192		MANY	28,29N	113W	10/29/1956	-	-
C NA	TRUNK H	WYW036192		MANY	29N	113W	10/29/1956	-	-
D NA	TRUNK H	WYW036192		3	29N	113W	10/29/1956	-	-
E NA	TRUNK H	WYW036192		MANY	29,30N	113W	10/29/1956	-	-
/A NA	TRUNK A	WYW036192		20	28N	113W	10/29/1956	-	-
/B NA	TRUNK A	WYW036192		MANY	28N	113W	10/29/1956	-	-
/N NA	16" BIG PINEY LINE	W035095		2,11,14	26N	113W	10/29/1956	-	-
/D NA	16" BIG PINEY LINE	W035095	NE,SE,SW	22	21N	114W	10/29/1956	-	-
/O NA	16" BIG PINEY LINE	W035095		21,22,27	27N	113W	10/29/1956	-	-
/F NA	16" BIG PINEY LINE	W035095	SE,NE	2	21N	114W	10/29/1956	-	-

ST 10/13/92

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
/A NA	16" BIG PINEY LINE	WYW035095	SW,SE,NE	14	20N	115W	10/29/1956	-	-
NA	TRUNK "A", PIGGING FACILITY	WYW065038	NE	21	27N	113W	07/03/1957	-	-
/P NA	16" BIG PINEY LINE	WYW035095		5,8,9,16	27N	113W	10/29/1956	-	-
/I NA	16" BIG PINEY LINE	WYW035095	SW,NW,NE	29	23N	113W	10/29/1956	-	-
/Q NA	16" BIG PINEY LINE	WYW035095		29,32	28N	113W	10/29/1956	-	-
/N NA	16" BIG PINEY LINE	WYW035095		2,3	26N	113W	10/29/1956	-	-
/H NA	16" BIG PINEY LINE	WYW035095	SE,NE	36	23N	114W	10/29/1956		
/E NA	16" BIG PINEY LINE	WYW035095	NW,SW	14	21N	114W	10/29/1956	-	-
/B NA	16" BIG PINEY LINE	WYW035095	NW	12	20N	115W	10/29/1956	-	-
/R NA	16" BIG PINEY LINE	WYW035095	SE	20	28N	113W	10/29/1956	-	-
/G NA	16" BIG PINEY LINE	WYW035095			22N-23N	113W-114W	10/29/1956	-	-
/C NA	16" BIG PINEY LINE	WYW035095	SW	22	21N	114W	10/29/1956	-	-
/J NA	16" BIG PINEY LINE	WYW035095			23N-24N	113W	10/29/1956	-	-
/L NA	16" BIG PINEY LINE	WYW035095	NE	35	26N	113W	10/29/1956	-	-
/A NA	LATERAL A-8	WYW036192		28	28N	113W	10/29/1956	-	-
/B NA	LATERAL A-8	WYW036192		22,27	28N	113W	10/29/1956	-	-
/C NA	LATERAL A-8	WYW036192		22,23	28N	113W	10/29/1956	-	-
) NA	LATERAL A-8	WYW036192		23,14	28N	113W	10/29/1956	-	-
90032	BELCO C-1	WYW036192		23	28N	113W	10/29/1956	-	-
90033	C-2	WYW036192		14	28N	113W	10/29/1956	-	-
90036	C-11A	WYW046880		23	28N	113W	05/08/1957	-	-
90083	LATERAL A-10,TIP TOP 88-30	WYW046881		29,30,32	28N	113W	03/02/1957	-	-

494

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90076	TIP TOP 23 X-30	WYW063337		30	28N	113W	09/30/1958	-	-
NA	LATERAL B-1	WYW062892		20	28N	113W	06/09/1958	-	-
90062	BELFER BMG #5-8	WYW036192		20	28N	113W	10/29/1956	-	-
90057	BMG #1, #52	WYW036192	-	28	28N	113W	10/29/1956	-	-
90060	BMG #4	WYW031692		32	28N	113W	10/29/1956	-	-
90066 P&A	BMG #14	WYW062892		32	28N	113W	06/09/1958	-	-
90073	BELFER BMG #23	WYW062892		32	28N	113W	06/09/1958	-	-
NA	TRUNK T	WYW036192		MANY	28N,29N	113W	10/29/1956	-	-
90096	TIP TOP #73-31	WYW036192	-	31	29N	113W	10/29/1956	-	-
90077	TIP TOP #38-10	WYW036192		1	28N	114W	10/29/1956	-	-
90093	TIP TOP #33-12-G	WYW036192	-	12	28N	114W	10/29/1956	-	-
90123	TIP TOP #81-7G	WYW063337		7	28N	113W	09/30/1958	-	-
90075	TIP TOP #18-20	WYW036192	-	20	28N	113W	10/29/1956	-	-
A 90092	LATERAL T-1,TIP TOP 23-13	WYW045038		18,19	28N	113W	07/03/1957	-	-
B 90092	LATERAL T-1,TIP TOP 23-13	WYW045038		13	28N	114W	07/03/1957	-	-
C 90092	LATERAL T-1,TIP TOP 23-13	WYW045038		13	28N	114W	07/03/1957	-	-
NA	LATERAL B-6	WYW036192		MANY	29N	113W	10/29/1956	-	-
90425	BELCO B #5	WYW036192	NENW	35	29N	113W	10/29/1956	-	-
P&A	B-14	WYW046880		34	29N	113W	04/08/1957	-	-
90007	BELCO 5A	WYW062892		35	29N	113W	06/09/1958	-	-
90002	B #1A	WYW046880	-	22,23	29N	113W	04/08/1957	-	-
90004	B #3	WYW036192	-	23	29N	113W	10/29/1956	-	-

ST 10/13/92

495

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	90003	B #2	WYW036192	-	23	29N	113W	10/29/1956	-	-
	90029	B #11,B #40	WYW036192	-	14	29N	113W	10/29/1956	-	-
	90054	M & M #1	WYW036192	-	14	29N	113W	10/29/1956	-	-
	90051	SLATNER #1	WYW036192	-	14	29N	113W	10/29/1956	-	-
1	90105	B-15	WYW079778		14	29N	113W	04/08/1959	-	-
	90010	B #6	WYW036192		35	29N	113W	10/29/1956	-	-
1/A	BA	LATERAL M-8	WYW062892		26	29N	113W	06/09/1958		
1/B	BA	LATERAL M-8	WYW062892		25,26,30	29N	112,113W	06/09/1958		
	90426	B #4	WYW062892	-	26	29N	113W	10/29/1956	-	-
A	BA	TRUNK M	WYW062892	-	26	29N	113W	06/09/1958	-	-
	P&A	B-13	WYW046880		26	29N	113W	04/08/1957	-	-
	90018	BELCO #22	WYW062892	-	25	29N	113W	06/09/1958	-	-
	90016	LATERAL M-10,B-17	WYW046880		MANY	29N	113W	04/08/1957	-	-
	90103	B-12	WYW046880		23	29N	113W	04/08/1957	-	-
	90024	B #30	WYW062892	-	25	29N	113W	06/09/1958	-	-
	90047	B #6	WYW062892	-	21	30N	113W	06/09/1958	-	-
	90378	BELCO B #13	WYW062892		21,22,28	30N	113W	06/09/1958	-	-
	90052	MARSHALL #2	WYW0366192	-	34	30N	113W	10/29/1956	-	-
	90053	SUPERIOR MARSHALL #1	WYW036192	-	34	30N	113W	10/29/1956	-	-
	P&A	BIG PINEY #1	WYW062892		3	29N	113W	06/09/1958		
	90017	B-18	WYW046880		2,3	29N	113W	04/08/1957	-	-
	BA	LAT. M-14 (B18)	WYW046880	SW	2	29N	113W	05/08/1957	-	-

496

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90048	LATERAL N-7,S-7	WYW062892		2,35	29N-30N	113W	06/09/1958		
90068	BELCO S-7	WYW062892	-	-	29N-30N	113W	06/09/1958	-	-
90028	B #45,B #31	WYW062892	-	2	29N	113W	06/09/1958	-	-
NA	LATERAL N-6	WYW062892		MANY	28N	113W	06/09/1958	-	-
90030	CHIMNEY BUTTE #1	WYW062892		4,9	28N	113W	06/09/1958	-	-
P&A	BELCO C-15	WYW062892		9	28N	113W	06/09/1958		
90101	BELCO C #14	WYW062892	-	10,11,15	28N	113W	06/09/1958		
90035	BELCO C #8	WYW062892	-	14	28N	113W	06/09/1958	-	-
90039	BELCO C-18	WYW062892	-	14	28N	113W	06/09/1958	-	-
90065	BNG #11	WYW062892		23	28N	113W	06/09/1958		
P&A 90102	BELCO C-13	WYW062892		23,24	28N	113W	06/09/1958		
90040	BELCO C-19	WYW062892	-	23	28N	113W	06/09/1958	-	-
90081	BR TRUNK A-2, HOGSBACK #87-19	WYW045038	-	MANY	27N	113W	07/03/1957	-	-
90120	HOGSBACK 84X-18	WYW045038		17,18	27N	113W	07/03/1957	-	-
90070	BELFER BNG-18	WYW062892	-	17	27N	113W	06/09/1958	-	-
90098	HOGSBACK #88-30	WYW046881	-	19,30	27N	113W	07/02/1957	-	-
90089	BELFER BNG #21	WYW062892	-	20	27N	113W	06/09/1958	-	-
NA	LATERAL A-3	WYW062892		20,29	27N	113W	06/09/1958		
A NA	LATERAL A-3	WYW079778		29,32	27N	113W	04/08/1959	-	-
B NA	LATERAL A-3	WYW079778		33	27N	113W	04/08/1959	-	-
C NA	LATERAL A-3	WYW079778		5,6	26N	113W	04/08/1959	-	-
90121	HOGSBACK #76X-29	WYW063337		29	27N	113W	09/10/1958		

T 10/13/92

497

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90080	HOGSBACK #77X-7	WYW063337		7,8	27N	113W	09/30/1958		
NA	LATERAL A-11	WYW062892		8	27N	113W	06/09/1958	-	-
90331	HOGSBACK #77X-7-1	WYW063337	-	7	27N	113W	09/30/1958	-	-
90331	HOGSBACK #77X-7-1	WYW062892	-	7	27N	113W	05/09/1958	-	-
90071	BELFER BMG #19	WYW062892	-	8	27N	113W	06/09/1958	-	-
90074	BMG #25	WYW062892		9	27N	113W	06/09/1958		
90074	BELFER BMG #25	WYW062892	-	9	27N	113W	06/09/1958	-	-
90074	BELFER BMG #25	WYW062892	-	9	27N	113W	06/09/1958	-	-
90069	BELFER BMG #17	WYW062892	-	5	27N	113W	06/09/1958	-	-
90095	HOGSBACK 67X-6	WYW063337		5,6	27N	113W	09/30/1958		
NA	LATERAL A-9	WYW063337	-	5,6	27N	113W	09/20/1958	-	-
NA	LATERAL A-9	WYW062892		5	27N	113W	06/09/1958	-	-
90095	HOGSBACK #67X-6	WYW063337	-	6	27N	113W	09/30/1958	-	-
90072	BELFER BMG #22	WYW062892	-	5	27N	113W	06/09/1958	-	-
90094	TIP TOP #31X-5	WYW063337	-	5	27N	113W	09/30/1958	-	-
90090	BELFER BMG #27	WYW062892	-	4,5	27N	113W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	2,3	26N	113W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	31	27N	113W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892	-	31	27N	112W	06/09/1958	-	-
NA	LATERAL A-1	WYW062892		28,29	27N	112W	06/09/1958		
90184	EAST LA BARGE #2A	WYW062892	-	28,33	27N	112W	06/09/1958	-	-
NA	30" BIG PINEY LOOP LINE	W062254	SW,SE,NE	14	20N	115W	03/26/1958	-	-

498

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
M NA	30" BIG PINEY LOOP LINE	WO62254	-	2,11,14	26N	113W	05/26/1950	-	-
O NA	30" BIG PINEY LOOP LINE	WO62254	-	21,22,27	27N	113W	05/26/1950	-	-
G NA	30" BIG PINEY LOOP LINE	WO62254	-	-	22N-23N	113W-114W	05/26/1950	-	-
P NA	30" BIG PINEY LOOP LINE	WO62254	-	5,8,9,16	27N	113W	05/26/1950	-	-
Q NA	30" BIG PINEY LOOP LINE	WO62254	-	29,32	28N	113W	05/26/1950	-	-
C NA	30" BIG PINEY LOOP LINE	WO62254	SW	22	21N	114W	05/26/1950	-	-
N NA	30" BIG PINEY LOOP LINE	WO62254	-	2,3	26N	113W	05/26/1950	-	-
E NA	30" BIG PINEY LOOP LINE	WO62254	NW,SW	14	21N	114W	05/26/1950		
J NA	30" BIG PINEY LOOP LINE	WO62254	-	-	23N-24N	113W	05/26/1950	-	-
K NA	30" BIG PINEY LOOP LINE	WO62254	-	-	24N-25N	113W	05/26/1950	-	-
D NA	30" BIG PINEY LOOP LINE	WO62254	NE,SE,SW	22	21N	114W	05/26/1950	-	-
B NA	30" BIG PINEY LOOP LINE	WO62254	NW	12	20N	115W	05/26/1950	-	-
H NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	36	23N	114W	05/26/1950	-	-
L NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	35	26N	113W	05/26/1950	-	-
R NA	TRUCK TURNAROUND	WO62254	SE	20	28N	113W	05/26/1950	-	-
F NA	30" BIG PINEY LOOP LINE	WO62254	SE,NE	2	21N	114W	05/26/1950	-	-
I NA	30" BIG PINEY LOOP LINE	WO62254	SW,NW,NE	29	23N	113W	05/26/1950	-	-
NA	CPS 462	WO72100	SE	5	27N	113W	10/31/1950	-	-
90062	BMGS-8	WTWO46880		8,9	27N	113W	04/08/1957	-	-
90068	BMG #16	WTWO46881	-	5	27N	113W	07/02/1957	-	-
90068	BMG #16	WTWO46880	-	5	27N	113W	04/08/1957		
90079	TIP TOP #68-32	WTWO62892	-	32	28N	113W	06/09/1950	-	-

694

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	IMSI DATE	RECORDED BOOK	RECORDED PAGE
90067	BELPER BMG #15	WYW062892	_	32	28N	113W	06/09/1958	_	_
90091	BOGSBACK #22-20	WYW062892	_	20	27N	113W	06/09/1958		
90124,90125	TIP TOP 43-31,86-31	WYW070705		32	28N	113W	01/29/1959		
90131	BOGSBACK #71-12	WYW070705	_	1,12	27N	114W	01/29/1959		
90130	BOGSBACK #11-18	LEASE RIGHTS	_	18	27N	113W	_		LR
90132	BOGSBACK #22-24	WYW070705	_	24	27N	114W	01/29/1959		
90107	CHIMNEY BUTTE #13	WYW074086	_	24,25	28N	113W	12/11/1958		
90107	CHIMNEY BUTTE #13	WYW074086		24,25	28N	113W	12/11/1958		
90167	CHIMNEY BUTTE #3	WYW074086	_	34	28N	113W	12/11/1958		LR
90166	CHIMNEY BUTTE #2	WYW074086	_	35	28N	113W	12/11/1958	_	_
90114	BELPER BMG #28	WYW074086	_	33	28N	113W	12/11/1958		
90154	B & B #1	LEASE RIGHTS	_	1	27N	114W	_		LR
90082	TIP TOP #87-29	LEASE RIGHTS	_	29	28N	113W	_		LR
90045	BELCO B-2	WYW062892	_	21	30N	113W	06/09/1958		
90046	B #4	LEASE RIGHTS	_	34	30N	113W	_		LR
NA	LAT N-14 X-OVER BELCO B #18	WYW062892	_	2	29N	113W	06/09/1958	_	_
90063	BMG #6	LEASE RIGHTS	_	33	28N	113W	_		LR
90025	B-32	WYW062892		14,15	29N	113W	06/09/1958		
90042	C-23, G-3	WYW079778		36,1	28,29N	113W	04/08/1959	-	-
90106	BELCO B #44	WYW062892	_	25,36	29N	113W	06/09/1958	_	_
90106	B-44	WYW079778		25,36	29N	113W	04/08/1959	-	-
90088	CHIMNEY BUTTE #7	LEASE RIGHTS	_	27	29N	113W	_	_	_

500

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NA	LATERAL N-12	WYW062892		14	29N	113W	06/09/1958		
NA	LATERAL N-12 LOOP	WYW062892	-		29N	113W	06/09/1958	-	-
NA	LATERAL N-12 LOOP	WYW079778		14	29N	113W	04/08/1959	-	-
90166	CHIMNEY BUTTE #2	LEASE RIGHTS	-	35	28N	113W	-		LR
91404	TEXACO LABARGE #12	WYW116022	SW	34	27N	113W	12/19/1990	-	-
'BNA	LATERAL A-5	WYW070705		6,1,12	27N	113,114W	01/29/1959		
'CNA	LATERAL A-5	WYW070705		12,13,24	27N	114W	01/29/1959		
'ANA	LATERAL A-5	WYW070705		5	27N	113W	01/29/1959	-	-
'ANA	LATERAL A-6	WYW074086		28,29	28N	113W	12/11/1958		
'BNA	LATERAL A-6	WYW074086		27,26	28N	113W	12/11/1958		
'CNA	LATERAL A-6	WYW074086		26	28N	113W	12/11/1958		
'DNA	LATERAL A-6	WYW074086		23,24	28N	113W	12/11/1958		
91407	CHURCH BUTTES #2-17	WYW119932	-	6,8	17N	112W	06/05/1991	-	-
91411,91412	SEQUOYAH FEDERAL #20-6	WYW67936B	NE	6	19N	111W	06/08/1991	-	-
91351	AMOCO-SEVEN MILE GULCH 19	WYW67876	SW	24	20N	112W	09/19/1991	-	-
NA	B-48 CROSSOVER LAT N-7	WYW0133897		1	29N	113W	01/24/1961	-	-
90209	E LABARGE #9	WYW0125332	-	8	26N	112W	03/15/1961	-	-
90168	E LABARGE #10	WYW0125317	-	4	26N	112W	03/15/1961	-	-
90204	GRBU #3	WYW0125328	-	31	27N	112W	03/23/1961	-	-
90210	GRBU #6	WYW0125318	-	30	27N	112W	03/23/1961	-	-
90203	GRBU #1	WYW0125330	-	19	27N	112W	03/23/1961	-	-
90212	GRBU #7	W0125321	-	6,1	27N	112,113W	03/15/1961	-	-

105

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90202	FIGURE FOUR CANYON #1	WYW125339	-	15	27N	112W	03/15/1961	-	-
90228	FIGURE FOUR CANYON #2	WO125322	-	15,10	27N	112W	03/15/1961	-	-
90205	MCDONALD DRAW #1 & CB #12	W0125313	-	19	28N	112,113W	01/23/1961	-	-
90028	B #45, B #31	WYW0128031	-	2	29N	113W	12/01/1960	-	-
:2 90028	B-45	WYW079778		2	29N	113W	04/08/1959		
NA	ACCESS ROAD	WYW0131607	SE	31	27N	112W	08/18/1960	-	-
/A NA	ACCESS ROAD	WYW0131607	SE	31	27N	112W	08/18/1961	-	-
/B NA	ACCESS ROAD	WYW0131607	NW	5	26N	112W	08/18/1961	-	-
NA	CPS #533	WYW0131539	SE	17	13N	108W	01/17/1961	-	-
90198	BELCO B #63	WYW0131603	-	26	29N	113W	01/09/1961	-	-
90199	BELCO B #62	WYW0131615	-	14	29N	113W	01/24/1961	-	-
90120	HOGSBACK #84-18	WYW045038	-	18	27N	113W	07/03/1957	-	-
NA	B-48 TO H-7	WYW0133897		1	29N	113W	01/24/1961		
NA	CROSSOVER	WYW0102938					05/10/1960	-	-
90117	BELPER BHG #26	WYW0102937	-	18	27N	113W	05/10/1960	-	-
90117	BHG #26	WYW062892		21	27N	113W	06/09/1958	-	-
90156	HOGSBACK #32-6	WYW0102936	-	6	26N	113W	05/10/1960	-	-
90170	MINTON GOVT #1	WYW#0102939	-	21	27N	113W	05/10/1960	-	-
90145	TIP TOP #76-28	WO102941	-	28	28N	113W	05/11/1960	-	-
P&A	B 48	WYW0102943					05/11/1960		
90149	B 51	WYW0102944		14	29N	113W	05/11/1960	-	-
90189	CHIMNEY BUTTE #11	WYW0102942	-	34	28N	113W	05/11/1960	-	-

502

ST 10/13/92

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	90148	HOGSBACK #34-29	WYW0102940	-	29,30	27N	113W	05/16/1960	-	-
	90168	HOGSBACK #86-12	WYW0102945	-	12	27N	114W	05/11/1960	-	-
	NA	LATERAL H-5	WYW0105235	-	13	29N	112W	05/18/1960	-	-
	NA	LATERAL H-5	WYW079778		13	29N	112W	04/08/1959	-	-
	90164	TIP TOP #32-28	WYW0105234	-	28	28N	113W	05/18/1960	-	-
	90147	HOGSBACK #33-19	W0105227	-	19,24,25	27N	113,114W	05/18/1960	-	-
	NA	LATERAL A-4	W0105230	-	MANY	27N	113,114W	05/18/1960	-	-
	90178	LA BARGE #2	WYW0105231	-	34	27N	113W	06/09/1960	-	-
	90109	BELCO B #47	WYW0105236	-	35	29N	113W	05/18/1960	-	-
	90109	B 47	WYW079778		35	29N	113W	04/08/1959	-	-
	P&A	E-8	WYW0105269	-	30,31	29N	112W	05/18/1960		
	P&A	E-8	WYW079778		30,31	29N	112W	04/08/1959	-	-
	NA	LATERAL H-3 LOOP	WYW079778		MANY	29N	112,113W	04/08/1959	-	-
A	NA	LATERAL H-3 LOOP	WYW0105226		34,35,36	29N	113W	05/18/1958		
B	NA	LATERAL H-3 LOOP	WYW0105226		31	29N	112W	05/18/1958		
	90531	CHIMNEY BUTTE #9	WYW0105233	-	26	28N	113W	05/18/1960	-	-
	90108	CHIMNEY BUTTE #5	WYW0105232	-	14	28N	113W	05/18/1960	-	-
	90171	BELCO B #11	WYW0105237	-	28	30N	113W	05/10/1960	-	-
	90151	HOGSBACK #24-30A	WYW0105229	-	30	27N	113W	05/18/1960	-	-
	90176	TEXAS LA BARGE #1	WYW0105228	-	27	27N	113W	05/18/1960	-	-
	NA	LATERAL A-12	WYW0105238	-	1	27N	114W	05/18/1960	-	-
	NA	LATERAL H-8	W0105271	-	24,25	29N	113W	05/17/1960	-	-

503

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91427	THERMAL-SEQUOYAH FEDERAL 10-6	WYW71183	NW	6	19N	111W	05/17/1991	-	-
90126	TIP TOP 44-25	WYW0111715	-	25	28N	114W	08/01/1960	-	-
90155	TIP TOP #43-32	WYW0111746	-	32	28N	113W	07/01/1960	-	-
90017	BELCO #18	WYW0111714	-	2	29N	113W	06/30/1960	-	-
90003	BELCO #2	WYW0111770	-	23,26	29N	113W	07/01/1060	-	-
90161	BELCO E #22	WYW0128101	-	31	29N	112W	12/16/1960	-	-
90165	BOOSBACK #25-32	W0111717	-	32	27N	113W	07/01/1960	-	-
NA	LATERAL N-1	WYW0111771		31	29N	112W	07/01/1960	-	-
NA	LATERAL N-3	WYW079778		MANY	29N	112,113W	04/08/1959	-	-
NA	LATERAL N-3	W0116616	NW	31	29N	112W	08/01/1960	-	-
	C-25	WYW0111751	SW	14	28N	113W	07/01/1960	-	-
NA	LAT N-3 EXTENSION	W0111750	NW	31	29N	112W	07/01/1960	-	-
90185	EAST LARARGE 5-6-12	W0111749	NE,NW,SW	28	27N	112W	07/01/1960	-	-
90136	BOOSBACK #76-20	WYW011748	-	20	27N	113W	07/01/1960	-	-
90141	TIP TOP #67-12	WYW0111747	-	12	28N	114W	07/01/1060	-	-
P&A	E-9	WYW0111716		18	29N	112W	07/01/1960	-	-
P&A	E-9	WYW079778		18	29N	112W	04/08/1959	-	-
91455	THERMAL-SACKRUSH FED 30-26	WYW67936	SE	26	20N	112W	05/24/1991	-	-
90175	C #31	WYW0111853	-	25	28N	113W	08/12/1960	-	-
90143	BOOSBACK #33-7	WYW0111848	-	7	27N	113W	08/29/1960	-	-
90157	TIP TOP #77-11	WYW0111849	-	11	28N	114W	07/14/1960	-	-
90122	TIP TOP #57-13	WYW0111850	-	13	28N	114W	07/14/1960	-	-

504

IT 10/13/92

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90186	EAST LA BARGE #7	WYW0111856	-	29	27N	112W	12/20/1960	-	-
NA	LATERAL T-1	W0111779	-	11,13,14	28N	114W	07/13/1960	-	-
90179	BELCO B-57	WYW0111831	-	23	29N	113W	07/14/1960	-	-
91414	THERMAL-MESQUITE FED 20-24	WYW67876	SW,NW,NE	24	20N	112W	09/19/1991	-	-
90099	TRESNER STATE #5	WYW0118985	-	36	29N	113W	09/13/1960	-	-
90099	TRESNER STATE #5	WYW079778		36	29N	113W	04/08/1959	-	-
NA	LATERAL A-13	WYW0125282	-	1,35	28N,27N	113W	11/08/1960	-	-
90211	CHIMNEY BUTTE #14	WYW0121871	-	1	27N	113W	10/07/1960	-	-
90097	HOGSBACK #77-31	WYW0128026	-	33	27N	113W	12/01/1960	-	-
90097	HOGSBACK #77-31	WYW0128026	-	32,31	27N	113W	12/01/1960	-	-
90097	HOGSBACK #77-31	WYW079778		33	27N	113W	04/08/1959	-	-
90097	HOGSBACK #77-31	WYW079778		31,32	27N	113W	04/08/1959	-	-
90122	HOGSBACK #77-6	WYW0121833	-	6	26N	113W	09/22/1960	-	-
90122	HOGSBACK #77-6	WYW079778		6	26N	113W	04/08/1959	-	-
NA	LATERAL A-3 EXT	WYW0125265		6	26N	113W	10/25/1960	-	-
NA	LATERAL A-13 EXT	WYW0125320	-	1,12	27N	113W	03/15/1961	-	-
NA	LATERAL A-14	WYW0125341	-	5,4,3	26N	112W	05/05/1961	-	-
NA	LATERAL A-15	W0125326	-	MANY	27N	112W	04/13/1961	-	-
NA	LATERAL A-16	W0146268	-	29,32	27N	112W	06/08/1961	-	-
NA	LATERAL A-17	WYW0125323	NE	14	26N	113W	03/23/1961	-	-
NA	LATERAL A-17	WYW0125323	LOT 5	7	27N	112W	03/31/1961	-	-
90199	BELCO B #62	W25344	-	23,14	29N	113W	03/15/1961	-	-

T 10/13/92

505

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90192	CONNELLY #A-1C-32	WO125337	_	29,32	27N	113W	12/16/1960	_	_
90191	CONNELLY #A-1C-33	WO125325	_	33	27N	113W	03/15/1961	_	_
90207	BELFER BMG #37	WO125331	_	33	26,27N	113W	03/15/1961	_	_
90208	BELCO #42	WO125335	_	4	26N	113W	03/15/1961	_	_
90206	BELCO #34	WO125344	_	4	26N	113W	02/01/1961	_	_
90223	BMG #38	WO125327	_	4	26N	113W	04/12/1961	_	_
90223	BELFER BMG #45	WYW0125340		4	26N	113W	04/12/1961	_	_
90221	BELCO BMG #49	WYW0136254	_	33	28N	113W	03/03/1961	_	_
90220	BELCO BMG #51	WYW133966	_	4	27N	113W	02/10/1961	_	_
90219	BELCO B #12	WO136207	_	28,27	30N	113W	04/12/1961	_	_
NA	LATERAL A-7	WO136311	_	32,33	28N	113W	03/24/1961	_	_
90237	BMG #70	WO165785	_	28	28N	113W	10/30/1961	_	_
NA	FIELD COMPRESSOR	W89465	SW	14	28N	113W	08/28/1985	_	_
90247	HOGSBACK #13-31	WYW0165784	_	31	27N	113W	10/30/1961	_	_
90248	HOGSBACK #06-25	WYW0165782	_	25	27N	114W	10/30/1961	_	_
90241	GRBU #28	WYW0165791	_	18	27N	112W	11/09/1961	_	_
2 90240	GRBU #30	WO170157	_	14,15	26N	113W	11/20/1961	_	_
90051	SALATHE #1	WYW0170157	_	14	29N	113W	11/20/1961	_	_
90250	B #69	WYW0165803	_	3	29N	113W	11/01/1961	_	_
NA	LATERAL H-3 LOOP	WYW079778		MANY	29N	112,113W	04/08/1959		
90199	B #62 CROSSOVER	WYW0118985		14,23	29N	113W	09/13/1960	-	-
90367	LONG ISLAND UNIT #1	WYW1075624		24	29N	112W	12/08/1962	_	_

586

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90368	LONG ISLAND UNIT #4	WYW1075626	-	23	29N	112W	12/08/1962	-	-
90253	BHG #82	WO170115	-	28	28N	113W	11/15/1961	-	-
90254	B #68	WYW0170185	-	14	29N	113W	11/20/1961	-	-
90263	EAST LABARGE NO 17 #1	WO175605	-	28,33	27N	112W	12/15/1971	-	-
90261	EAST LABARGE NO. 15	WO175625	-	28	27N	112W	09/04/1962	-	-
90256	BHG #81	WO175606	SE	8	27N	113W	12/15/1961	-	-
90264	CHIMNEY BUTTE #6	WYW0175664	-	30	28N	112W	09/04/1962	-	-
90264	LATERAL A-6,CB #6	WYW074086		MANY	28N	113W	12/11/1958		
90257	BELCO-GRB #29	WO175685	NW	30	27N	112W	09/04/1962	-	-
90266	GRBU #44	WYW0175683	-	2	26N	113W	02/19/1962	-	-
90277	TIP TOP #22-19	WYW0179940	-	19	28N	113W	02/23/1962	-	-
NA	X-OVER LAT B-10 TO H-2	WO142192	-	24,25	29N	113W	05/04/1961	-	-
NA	LATERAL A-13 2ND EXT.	WO146112	-	7,12	27N	112W,113W	05/11/1961	-	-
90229	GRBU #15	WYW0146111	-	7	27N	112W	05/11/1961	-	-
90231	GRBU #10	WYW0146265	-	9	27N	112W	06/27/1961	-	-
P&A	GULF)	WYW0146237		36	29N	113W	06/08/1961	-	-
P&A	C-24	WYW0146238		36,2	28N,29N	113W	06/08/1961		
P&A	C-24, G-6	WYW079778		36,2	28,29N	113W	04/08/1959	-	-
90232	GRBU #14	WYW0150185	-	20	27N	112W	08/10/1961	-	-
90260	GRBU #19	WO157204	-	35,2	26N,27N	113W	08/10/1961	-	-
90234,90271	GRBU #23	WYW0150250	-	2	26N	113W	06/23/1961	-	-
90283	GRBU #22	WYW0153816	-	27	27N	113W	07/12/1961	-	-

105

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90233	GRBU #17	WYW0150259	-	11	26N	113W	07/13/1961	-	-
90235	BBO 2 TANK BATTERY	WYW0157190		32	28N	113W	08/09/1961	-	-
90915	BRUFF FEDERAL #2-26	WYW118429	NW	26	18N	112W	12/03/1991	-	-
NA	LATERAL H-17	WYW0157220		15,22	28N	113W	08/11/1961	-	-
90239	GRBU #27	WYW0195907	-	14	26N	113W	04/30/1962	-	-
90310	GRBU (25-45)	WYW0157454	-	2	26N	113W	09/25/1961	-	-
90326	GRBU #24	W0157452	-	1,2	26N	113W	10/05/1961	-	-
90292	GRBU #21	WYW0157455	-	34	27N	113W	09/07/1961	-	-
91442	AMR-FABIAN DITCH #2-28	WYW65077	NE	28	20N	112W	09/17/1991	-	-
NA	CPS #583	W0161200	NW	28	17N	110W	11/01/1961	-	-
90310	GRBU #25 & #45	WYW0225892	-	11	26N	113W	12/10/1962	-	-
90319	GOV'T MINTON B #1	WYW0240611	-	21	27N	113W	02/11/1963	-	-
NA	LATERAL T-2	W0225873	-	MANY	28N,29N	114W	11/13/1962	-	-
90281	TIP TOP #52-1	W0195908	-	MANY	28N,29N	113,114W	04/30/1962	-	-
NA	LATERAL A-1 LOOP	W0225874	-	MANY	26N,27N	112W,113W	12/10/1962	-	-
90314	BBO #83	W0195906	-	4,9	26N	113W	08/30/1962	-	-
90280	GRBU #33	W0200614	-	6,7	27N	112W	08/30/1962	-	-
90297	MOBIL #3-2	W0225894	-	1,2	28N	114W	12/06/1962	-	-
90281	TIP TOP 52-1G	W0200681	-	1,2	28N	114W	08/30/1962	-	-
90289	GRBU #43	WYW0200682	-	11	26N	113W	08/30/1962	-	-
90312	GRBU #47	WYW0225859	-	2	26N	113W	12/10/1962	-	-
90286	GRBU #26	WYW0226862	-	7	27N	112W	11/20/1962	-	-

508

ST 10/13/92

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90285	GRBU #36	WYW0225863	-	18	27N	113W	12/10/1962	-	-
90288	MOBIL 36-6	W0225860	-	6,7	28N	113W	11/13/1962	-	-
90311	LA BARGE #5	WYW0220530	-	1	26N	113W	10/15/1962	-	-
90308	GRBU #37	WYW0220528	-	20	27N	112W	12/10/1962	-	-
90298	GOAT HILL UNIT #1	WYW0220531	-	32	31N	113W	10/15/1962	-	-
90300	GOAT HILL UNIT #5	WYW0220533	-	32	21N	113W	10/15/1962	-	-
NA	TRUNK B EXT	W0220532	-	MANY	30N,31N	113W	11/13/1962	-	-
90305	BELCO C #57	WYW0231762	-	25	28N	113W	12/06/1962	-	-
90296	TIP TOP #12-7	WYW0225891	-	7	28N	113W	11/13/1962	-	-
NA	LATERAL A-19	W0225845	-	6,31	26N,27N	113W	12/10/1962	-	-
NA	CPS #607	W0220529	SE	12	14N	109W	12/10/1962	-	-
NA	CPS #610	W0231878	NE	30	16N	109W	12/17/1962	-	-
NA	CPS #606 & ANODE BED ADDITION	W0225875	-	9,10	12N	108W	12/06/1962	-	-
90297	TIP TOP #83-2	WYW0225894	-	2	28N	114W	12/10/1962	-	-
90307	CHIMNEY BUTTE #17	WYW0225893	-	35	28N	113W	12/10/1962	-	-
91422	HAWTHORNE-FEDERAL 21-19	WYW120117	NW	19	29N	112W	09/03/1991	-	-
NA	LATERAL H-19	W0231810	-	23,24,25	28N	113W	12/06/1962	-	-
90295	BOGSBACK #87-13	WYW0231879	-	13	27N	114W	12/06/0196	-	-
NA	MOBIL-BOGSBACK T72X-25G	WYW120119	NE	25	27N	114W	08/28/1991	-	-
NA	CPS 619 & ADDTIONAL BED	WYW126255	NW	23	29N	113W	09/11/1992	-	-
90330	TIP TOP 47-31	W0262287	SE	31	29N	113W	06/24/1963	-	-
90326	GRBU #24	WYW0262288	-	2	26N	113W	06/24/1963	-	-

505

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90329	MOBIL 44-29	WO262351	-	29	28N	113W	10/11/1963	-	-
90332	TIP TOP #88-23	WO271299	-	25,26,23	28N	114W	10/22/1963	-	-
NA	MOBIL-TIP TOP 72-18	WYW120118	NE	18	28N	113W	08/01/1991	-	-
90333	TIP TOP 37-30	WO275300	-	30,31	29N	113W	09/26/1963	-	-
NA	CPS #575	W82541	SW	34	20N	114W	05/11/1983	-	-
90331	BOGSBACK #77X-7-1	WYW0275299	-	7	27N	113W	09/26/1963	-	-
90422	BOGSBACK #51X-5	WYW0275269	-	5	26N	113W	09/26/1963	-	-
90080	BOGSBACK #77X-7	WYW063337	-	7,8	27N	113W	09/20/1958	-	-
NA	MOBIL-TIP TOP 36-28	WYW120123	SW	28	28N	113W	08/28/1991	-	-
90335	TIP TOP 71-11	WO275266	-	11,12	28N	114W	09/26/1963	-	-
90348	TIP TOP 31-18	WO280492	-	7,18	28N	113W	11/08/1963	-	-
90345	BELCO BRG-89	WO285741	-	4,33	27N,28N	113W	12/11/1963	-	-
90342	BELCO C-64-33	WO285740	SE,NE	33	28N	113W	11/26/1963	-	-
90344	BELCO C-63	WO285742J	-	33,34	28N	113W	12/11/1963	-	-
-	BELCO MCDONALD DRAW #23	WO285739	SW,NW	29	28N	112W	12/11/1963	-	-
-	BELCO-MCDONALD DRAW #17	WO285744	SW,SE	29	28N	112W	12/11/1963	-	-
01831	BELCO-MCDONALD DRAW TNK BAT.#1	WO285745	SW	29	28N	112W	12/11/1963	-	-
NA	LATERAL B-20	WO285738	-		28N	112W-113W	12/11/1963	-	-
NA	LATERAL B-3	WO285743	-	32,33	28N	113W	12/11/1963	-	-
-	BELCO C-58	WO285758	NW	25	28N	113W	12/12/1963	-	-
90341	BELCO GRB #39A-31	WO289780	NE,NW	31	27N	112W	02/13/1964	-	-
B 90353	TIP TOP #78-21	WYW0309690	-	28,21	28N	113W	06/11/1964	-	-

510

ST 10/13/92

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A	90353	TIP TOP #78-21	W0309690	-	28,21	28N	113W	06/11/1964	-	-
	90360	MOBIL TIP TOP #73-30	W0310829	SW	30	29N	113W	09/01/1964	-	-
	90358	BELCO C-68-34	W0310830	SW	34	28N	113W	09/01/1964	-	-
	90210	BELCO GSB #4	W0310747	-	13	26N	113W	07/23/1964	-	-
	90354	BELCO EAST LABARGE #R-9-29	W0310701	-	29	27N	112W	07/23/1964	-	-
	90371	TEXACO LABARGE #6	W0310700	SW	3	26N	113W	07/23/1964	-	-
	90351	MOBIL TIP TOP #61-6	W0310194	SW,NW,NE	6	28N	113W	07/02/1964	-	-
	90355	NORTH LABARGE #19-9	WYW0310262	-	9	27N	113W	07/23/1964	-	-
	90356	NORTH LABARGE #20-8	W0310831	SE,NW,NE	8	27N	113W	09/01/1964	-	-
	90361	MOBIL TIP TOP #57-19	W0311141	-	20,19	28N	113W	09/01/1964	-	-
B	90362	BELCO GSB #34-6	W0311742	SE,NW	31	27N	112W	10/20/1964	-	-
A	90362	BELCO GSB #34-6	W0311742	NE	6	26N	112W	10/20/1964	-	-
	90357	BELCO NORTH LABARGE #21-4	W0311308	SW	4	27N	113W	09/18/1964	-	-
	91513	MESQUITE FED 30-24	WYW66349	SE	24	20N	112W	11/07/1991	-	-
	90353	TIP TOP 78-21	W0309690	-	21,28	28N	113W	06/11/1964	-	-
	90366	DRY PINEY 1-27	W0312961	-	26,27	28N	114W	12/07/1964	-	-
	~~90~~ 90116	XOVER BELCO BMG #15 TO BMG #29	W0312352	SE	32	28N	113W	11/03/1964	-	-
	91437	SEVEN MILE GULCH #17	WYW63843	NE	16	20N	112W	09/04/1991	-	-
	NA	X-OVER LAT H-3 TO LAT H-3 LOOP	W0313637	NE	31	29N	112W	12/28/1964	-	-
	90370	B #36	WYW0313638	-	25	29N	113W	12/28/1964	-	-
	NA	CPB #726	W0317531	SE	36	23N	114W	06/14/1965	-	-
	91522	SEVEN MILE GULCH #20	WYW119917	SW	22	20N	112W	12/03/1991	-	-

511

ST 10/13/92

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91522	SEVEN MILE GULCH #20	WYW119917	SE	22	20N	112W	12/03/1991	-	-
91425	SEGUARO FEDERAL 40-12	WYW75429	-	2,12	20N	111W	07/29/1991	-	-
90531	CHIMNEY BUTTE #9	WYW317373	-	26	28N	113W	06/16/1965	-	-
90379	GRSU #49-19	WYW0319028	-	19	27N	112W	09/30/1965	-	-
90380	SOUTH HOGSBACK #1-8	WYW0319651	-	8,9	26N	113W	10/22/1965	-	-
90381	BELCO S #14-21	W0319652	-	22,21	30N	113W	09/22/1965	-	-
90382	BELCO 38-9	W0321402		8,9	27N	113W	12/27/1965	-	-
NA	SO COTTONWOOD COMM SITE	WYW120130	NW	15	32N	112W	08/01/1991	-	-
90396	TIP TOP #55-20	WYW0323984	-	20	28N	113W	04/21/1966	-	-
90395	NORTH LA BARGE #22-17	WYW0325197	-	17	27N	113W	05/27/1966	-	-
NA	CPS 778	WYW0324773		31	27N	112W	06/14/1966	-	-
NA	LATERAL A-20	WYW1624	-	MANY	26N	113W	11/02/1966	-	-
90401	SOUTH HOGSBACK #3-16	WYW2264	-	16	26N	113W	11/17/1966	-	-
90400	SOUTH HOGSBACK #4-9	W1623	-	16,9	26N	113W	11/17/1966	-	-
90402	TIP TOP #44-21	WYW1622	-	21	28N	113W	10/18/1966	-	-
90402	TIP TOP #46-21	WYW1622	-	28	28N	113W	10/18/1966	-	-
90417,90406	HOGSBACK #75-17	WYW1748	MANY	17	26N	113W	11/17/1966	-	-
90403	HOGSBACK #47-19G	WYW2209	-	19	27N	113W	11/07/1966	-	-
90404	STAR CORRAL #6-21 DEER HILL 2	WYW3427	-	21	30N	113W	01/24/1967	-	-
91489	AMOCO-WHISKEY BUTTES #54	WYW77059	NE	26	21N	112W	09/12/1991	-	-
95453	HELLWIG FED 31-8	WYW72516	NE	8	20N	112W	12/03/1991	-	-
91486	WHISKEY BUTTES #60	WYW112141	NW,NE	20	21N	112W	11/18/1991	-	-

5/2

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	91487	AMOCO-WHISKEY BUTTES #51	WYW71214M	NE,NW,SE	22	21N	112W	09/20/1991	-	-
	91459	AMOCO-WHISKEY BUTTES #49	WYW77059	NE	14	21N	112W	09/17/1991	-	-
	NA	THERMAL-BLUFF 40-24	WYW80376	SW	24	18N	112W	09/04/1991	-	-
	90396	SO. BOGSBACK 22X-17	W4356	NW	17	26N	113W	03/30/1967	-	-
	90409	SOUTH BOGSBACK #65-5	WYW4491	-	5	26N	113W	03/13/1967	-	-
B	90414	SOUTH BOGSBACK #34-8	WYW6263	-	8	26N	113W	06/07/1967	-	-
A	90414	SOUTH BOGSBACK #34-8	WYW6263	-	8	26N	113W	06/07/1967	-	-
	90411 (P&A)	McDONALD DRAW 87-10	W8745	-	10,19	28N	112W	12/15/1967	-	-
	90415	EAST LABARGE NO 20-21	W8906	-	20	27N	112W	11/28/1967	-	-
	90416	MOXA UNIT #1	WYW9215	-	22	19N	112W	11/15/1967	-	-
	90412	BELCO CB-18-34	W9218	SE,SW	34	28N	113W	12/15/1967	-	-
	-	DRIP PIT SITE, METER SITE	W9710	SE	20	28N	113W	12/15/1967	-	-
	91458	AMOCO-WHISKEY BUTTES #47	WYW70329	SW	14	21N	112W	10/08/1991	-	-
	91515	UPRC-CPC NO. 1 X-M FED #4-30	WYW77059	SW	30	21N	112W	10/07/1991	-	-
	90420	SOUTH LA BARGE #23-16	WYW11234	-	21	27N	113W	06/21/1968	-	-
	90421	BOGSBACK 36X-5	W11724	SW	5	26N	113W	06/21/1968	-	-
	90329	MOBIL 44-29 X-OVER	W13723	SE	29	28N	113W	08/13/1968	-	-
	90176	LABARGE #1	WYW13724	-	27	27N	113W	08/13/1968	-	-
	90291	LABARGE #3	WYW13725	-	27	27N	113W	08/13/1968	-	-
	90289	GRBU #43 CROSS OVER	WYW13727	-	11	26N	113W	08/13/1968	-	-
	90178	LABARGE #2	WYW13728	-	34	27N	113W	08/13/1968	-	-
	NA	CROSSOVER FROM STRUK T-30 DRLG #14872		-	20	28N	113W	12/11/1968	-	-

ST 10/13/92

5/3

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90424	GRB #50-30	W15890	NE	30	27N	112W	03/06/1969	-	-
90428	MOBIL TIP TOP #86-1	W16787	-	6,1	28N	113,114W	03/12/1969	-	-
90438,90437	HOGSBACK #36-31	W16788	SW	31	27N	113W	03/12/1969	-	-
90429	TIP TOP #13-18	W16789	-	12,13	28N	114W	03/12/1969	-	-
90430	TIP TOP 37-29	W16790	-	32,29	28N	113W	03/12/1969	-	-
90435	TIP TOP 84-30	W16791	-	29,30	28N	113W	03/12/1969	-	-
90439,90440	SOUTH HOGSBACK 62-7	W16792	-	6,7	26N	113W	03/12/1969	-	-
90432,90433	HOGSBACK #74-31	W16793	SE,NE	31	27N	113W	03/12/1969	-	-
90436	TIP TOP 37-30 SOUTH	W16950	SW	30	28N	113W	03/12/1969	-	-
90434	SOUTH HOGSBACK 21-21	W17278	NW	16,21	26N	113W	03/19/1969	-	-
-	SOUTH HOGSBACK 62-18	W17280	NW	17	26N	113W	03/19/1969	-	-
91461	WILSON RANCH 29	WYW119947	SW,SW,NW	20	19N	112W	11/15/1991	-	-
91467	KOBUS FED UNIT 2	WYW118429	NW,SW,SE	12	18N	112W	11/16/1991	-	-
91460	BLUE WOODS FED 20-24	WYW69593	-	23,24	25N	111W	01/10/1980	-	-
90427	HOGSBACK #18-30	W17349	SW	30	27N	113W	03/06/1969	-	-
NA	CPS 984	W19615	NW	26	28N	113W	08/15/1969	-	-
NA	CPS 985	W19651	SE	1	27N	114W	08/15/1969	-	-
NA	CPS 986	W19986	SE	19	27N	113W	08/15/1969	-	-
NA	CPS 8983	WYW21501	NE	2	21N	119W	12/09/1969	-	-
NA	CPS 8982	WYW20927	NE	26	20N	115W	09/02/1969	-	-
NA	CPS 1023	W23465	SW	2	26N	113W	07/22/1970	-	-
91466	CHAMPLIN 285 G-1	WYW75567	SE	18	19N	111W	10/25/1991	-	-

514

T 10/13/92

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
91456	SAGUARO FED #20-12	WY75429	NE,NW	12	20N	111W	11/06/1991	-	-
91625	CHESTER FIELD #1	WYW67299	NW	16	20N	111W	11/14/1991	-	-
91465	AMOCO-CHAMPLIN 326 E-2	WYW67876	NE	24	20N	112W	10/17/1991	-	-
90447	HOGSBACK #61-30	WYW23403	-	30	27N	113W	08/13/1970	-	-
90448,90449	HOGSBACK #84-6	WYW23402	-	6	26N	113W	08/13/1970	-	-
90444	SOUTH HOGSBACK #5-16	WYW23785	-	16	26N	113W	08/13/1970	-	-
90445	GRBU #52-35	WYW23786	-	34	27N	113W	08/13/1970	-	-
90453	TIP TOP 16-32D	W25893	-	31,32	29N	113W	10/20/1970	-	-
90452	TIP TOP 16-19	W25892	NE	24	28N	114W	10/20/1970	-	-
90450	HOGSBACK #73-19	W27967	-	21,20,19	27N	113W	04/19/1971	-	-
90455,90484	HOGSBACK 37-18	W27919	-	18	27N	113W,114W	04/06/1971	-	-
90468	DEER HILL 4-10	W27918	-	9,10	30N	113W	04/06/1971	-	-
91516	SAGEBRUSH FED 10-26	WYW63845B	NW	27	20N	112W	11/21/1991	-	-
91461	FEDERAL UNIT 2-18 B&B #2	WYW75547	NW,NE,SE	18	19N	111W	10/25/1991	-	-
91505	CHURCH BUTTES BUFFER #1-7	WYW119932	SW	8	17N	112W	12/04/1991	-	-
91504	CHURCH BUTTES BUFFER #2-7	WYW119932	SE	6	17N	112W	12/04/1991	-	-
90464	TIP TOP 23-31	W28565	NE,NW	31	29N	113W	06/18/1971	-	-
90466	HOGSBACK 37-20	W28917	SW	20	27N	113W	06/18/1971	-	-
90463	MOBIL 63-12	W28916	NE	12	28N	114W	06/18/1971	-	-
91663	WHITE CREEK #13	WYW75548	SW,SE	20	23N	112W	12/03/1991	-	-
90467	HOGSBACK 27-17, DRIP	W28906	NW	17	27N	113W	06/18/1971	-	-
NA	CPS 1043	W29557		6	26N	113W	08/06/1971	-	-

515

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SERIAL #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
90473	SOUTH HOGSBACK 41-20	W29555	_	21,20	26N	113W	08/05/1971	_	_
90469	HOGSBACK #72-7	W29556	_	8,7	27N	113W	08/06/1971	_	_
90470	HOGSBACK 11-31G	W31029	NW	31	27N	113W	10/07/1971	_	_
90471,90472	HOGSBACK 28-32	W58121	SW	32	27N	113W	04/07/1977	_	_
90474	HOGSBACK #72-24	W31257	_	24,19	27N	113,114W	11/05/1971	_	_
NA	CPS #619 ADDITIONAL WELL	W0256478	NW	23	29N	113W	06/18/1963	_	_
91469	CON HOLLOW #12	WYW70230	NE,SE	36	22N	112W	11/14/1991	_	_
91488	AMOCO-WHISKEY BUTTES #56	WYW71214A	NE,NW,SW	2	21N	112W	10/16/1991	_	_
90032	C #1	WYW036192	_	23	26N	113W	10/29/1956	_	_
90083	TIP TOP #66-30	WYW046881	_	30	28N	113W	07/02/1957	_	_
90133	BELCO B #9A	WYW036192		14	29N	113W	10/29/1956	_	_
91067	STRANGE #1-22	WYW119917	NE,SE	22	20N	112W	10/25/1991	_	_
NA	WHISKEY BUTTES #57	WYW66848		10	21N	112W	02/25/1992	_	_
91472	WHISKEY BUTTES #59	WYW71214E	NE,NW,SW	12	21N	112W	11/08/1991	_	_
91451	CON HOLLOW #10	WYW67916		MANY	22N,23N	112W	01/24/1992	_	_
91471	UPRC 290 B-1	WYW71214L	NW	20	21N	112W	11/18/1991	_	_
90483	HOGSBACK 36-13G	W070705	SW	13	27N	114W	01/29/1959	_	_
90482	HOGSBACK 37-6G	W070705	SW	6	27N	113W	01/29/1959	_	_
90505	TIP TOP #61-29	WYW47140	_	20,29	28N	113W	09/09/1974	_	_
90504	TIP TOP #46-17	WYW48325	_	17	28N	113W	01/17/1975	_	_
90506	TIP TOP #84-13	WYW48335	_	13	28N	113,114W	01/17/1975	_	_
90507	GRBU #53-23	WYW48885	_	14	26N	113W	03/14/1975	_	_

5/6

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METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
90514	PINE GROVE RIDGE FED #1	WYW48885	-	8	28N	114W	03/14/1975	-	-
NA	LATERAL T-2	W48885	-	MANY	26N,28N	113W,114W	03/14/1975	-	-
NA	TRUNK A	W49454	-	-	14,15N	92W	07/15/1975	-	-
90511	EAST LABARGE 21-29	W48963	-	29,30	27,28N	112,113W	02/28/1975	-	-
90508	NORTH LABARGE #24-33	WYW48968	-	33	28N	112W	02/28/1975	-	-
90510	CHIMNEY BUTTE #19-34	WYW48968	-	34	28N	113W	02/28/1975	-	-
90513	GRBU #51-1	WYW49176	-	3	26N	113W	04/07/1975	-	-
NA	TRUNK A, LATERAL A-1	W49454	-	11,14	16N	93W	07/15/1975	-	-
90551	BARREL SPRINGS UNIT II #11-1	WYW49454	-	11	16N	93W	07/15/1975	-	-
90657	GRBU #57-6	W50096	SW,NE	6	27N	112W	06/17/1975	-	-
90556	WYOMING STATE #36-1	WYW49454	-	MANY	16N,17N	93W	07/15/1975	-	-
90517,91217	WILSON RANCH #2, #1-14 MH	W51682	-	12,14	19N	113W	11/03/1975	-	-
90541	FEDERAL #2-11	WYW51785	SW	11	24N	114W	11/21/1975	-	-
90542	FEDERAL #1-14	WYW51785	NW	14	24N	114W	11/21/1975	-	-
90538	FEDERAL #44-11	WYW51785	NW	11	24N	114W	11/21/1975	-	-
90523	TIP TOP T63-7G	WYW52214	-	7	28N	113W	11/20/1975	-	-
NA	LATERAL A-23	WYW51785	-	14,11	24N	114W	11/21/1975	-	-
90521	TIP TOP T-36-8-G	W52213	-	7,8,18	28N	113W	11/20/1975	-	-
NA	LATERAL A-22	WYW51781	-	16	24N	113W,114W	11/21/1975	-	-
90527	RED GAP #1	WYW52139	-	21	26N	113W	11/20/1975	-	-
90520	TIP TOP 71X-2G	W52432	-	2	28N	114W	11/20/1975	-	-
90662	POGARTY CREEK FED #1-32	WYW52431	-	MANY	28N	114W	11/20/1975	-	-

517

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90524	EAST LA BARGE #23-5	WYW52437	_	5	26N	112W	03/10/1976	_	_
90526	TIP TOP F-21X-33G	W52498	_	28,33	28N	113W	04/22/1976	_	_
90537,91177	TIP TOP 26X-12	W53130	SW,NW	12	28N	114W	02/24/1976	_	_
90561	FOGARTY CREEK #2-16	WYW53140	_	9	28N	114W	02/24/1976	_	_
90605	EAST LA BARGE #24-5	WYW53136	_	5	26N	112W	03/10/1976	_	_
90532	TIP TOP #F-11X-9G	W53191	_	8,9	28N	113W	02/24/1976	_	_
P&A	TIP TOP F-64X-28G	W53189 (KEEP LAND RIGHTS)	SE	28	29N	113W	02/24/1976	_	_
90535	TIP TOP F-33X-29G	W53192	_	28,29	29N	113W	02/24/1976	_	_
NA	LATERAL T-3	W53190	_		28N,29N	113W	02/24/1976	_	_
90528	TARTARS ISLAND UNIT #1-33	W53481	_	MANY	27N,28N	112W	03/26/1976	_	_
90530	S #18-21	WYW54531	_	21	30N	113W	06/15/1976	_	_
90529	S #19-28	WYW54530	_	28	30N	113W	06/15/1976	_	_
90545	FEDERAL #3-11	WYW54232	SW	11	24N	114W	06/15/1976	_	_
90606	BELCO S #21-28	WYW54276	SE	28	30N	113W	06/15/1976	_	_
90560	SOUTH UNIT #1	WYW54530	SW	14	14N	103W	07/16/1976	_	_
90560	SOUTH UNIT #1	WYW54530	_	15,14	14N	103W	08/13/1976	_	_
60607	TIP TOP F-21X-29G	W54580	NW,NE,SE	28	29N	113W	06/15/1976	_	_
90577	TIP TOP 12-33	W54865	NE,NW	33	29N	113W	06/15/1976	_	_
90578	TIP TOP 31-17G	W54864	_	17,8	28N	113W	06/15/1976	_	_
90576	TIP TOP 22-22	W54873	SE,SW,NW	22	28N	113W	07/22/1976	_	_
90572	FEDERAL #3-4	WYW57253	_	10,3,4	28N	114W	03/24/1977	_	_
90561,91178	TIP TOP #36X-3	WYW52432	_	2	28N	114W	11/20/1975	_	_

815

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	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
	NA	TRUNK T LOOP	LEASE RIGHTS		1	26N	114W		-	-
/B	90575	WILLOW CREEK UNIT #1	WYW57083	LOT11	3	24N	114W	05/02/1977	-	-
/A	90575	WILLOW CREEK UNIT #1	WYW57083	LOT9	2	24N	114W	05/02/1977	-	-
	90566	BELCO 8-22-33	W58051	-	33,34	30N	113W	01/12/1977	-	-
	90573	RAINBOW FED UNIT B-1	W59126	SE,SW	3	26N	113W	05/13/1977	-	-
	90579	LINCOLN RD 1	W59516	SW,SE	9	24N	111W	08/03/1977	-	-
/A	91195	TK A, LINC RD 2-9 MS, RU 2-8MS	W59516	-	MANY	24N	111W	08/03/1977	-	-
/B	NA	TRUNK A	W59516	-	MANY	24N	111W-113W	08/08/1977	-	-
	90587	KENNEDY FEDERAL #1-11	WYW60183	SE	11	14N	102W	10/12/1977	-	-
	90590	CHAMPLIN FEDERAL #1-14	WYW60183	-	11,14	14N	102W	10/12/1977	-	-
	90586	NORTH PIO FEDERAL #1	WYW60183	-	8	14N	102W	10/12/1977	-	-
	90588	AJAX FEDERAL #1-9	WYW60183	SE	9	14N	102W	10/12/1977	-	-
	90585	CHAMPLIN FEDERAL #1-12	WYW60183	SW	12	14N	102W	10/12/1977	-	-
	90589	UNION FEDERAL #2-11	WYW60183	SW	11	14N	102W	10/12/1977	-	-
	NA	TRUNK A	W61550	-	-	14N	102W,103W	12/14/1977	-	-
	90727	LINCOLN RD 4	W60657	-	4,5	24N	111W	11/26/1979	-	-
	90580	LINCOLN RD 2	W60658	-	3,4	24N	111W	01/26/1978	-	-
	90581	LINCOLN RD 3	W60659	SE	4	24N	111W	01/26/1978	-	-
	NA	TRUNK A EXT.	W60719	-	4,9	24N	111W	07/25/1978	-	-
	NA	TRUNK A EXT.	W60659	SE	4	24N	111W	07/25/1978	-	-
	NA	TRUNK A EXT.	W60658	-	3,4	24N	111W	07/25/1978	-	-
	90584	PAN AM UNIT #3	WYW65319	-	8	14N	102W	-	-	-

ST 10/13/92

ST 9

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	77400G2	NA	OPAL CS ACCESS ROAD	WYW62899	-	MANY	20N	115W	02/23/1978	-	-
49-023	77418	90592	STEAD CANYON UNIT #1-15	W6415	-	MANY	26N	112W	01/03/1978	-	-
49-035	77419	90596	FOGARTY CREEK #7-9	WYW65317	SWSE	9	28N	114W	02/06/1979	-	-
49-035	77450G1/A	NA	LAT T-6	LEASE RIGHTS	-	MANY	28N	114W	08/17/1980	-	-
49-035	77450G1/B	90611	FOGARTY CREEK #8-20	LEASE RIGHTS	-	MANY	28N	114W	08/17/1980	-	-
49-037	77554	90609	BLACK BUTTE #1	W62867	SE	2	19N	103W	05/19/1978	-	-
49-035	77567	90593	# #25-34	WYW65495	-	34	30N	113W	-	-	-
49-034	77584G2/B	90610	ALLEN #1-15	WYW62559	-	14,15	28N	114W	06/23/1978	-	-
49-035	77584G2/A	NA	LAT T-6	W62559	-	14,15	28N	114W	04/13/1978	-	-
49-023	78005G1	NA	TRUNK A, CPS 1410	W62848	-	MANY	22N,23N	112W,113W	02/02/1979	-	-
49-037	78016G1	-	USA 1	W62917	-	5	24N,25N	111W	01/23/1979	-	-
49-037	78016G2	-	USA 1	W69593	SE	35	25N	111W	01/10/1980	-	-
49-037	78025	90900	LINCOLN RD 12	W62944	SE	17	24N	111W	03/23/1979	-	-
49-037	78028	NA	LAT A5	W62944	-	16,17,8	24N	111W	03/23/1979	-	-
49-037	78029	-	LINCOLN RD 6	W62944	SW,NW,SE	16	24N	111W	03/23/1979	-	-
49-037	78046	NA	LAT B-1	W62914	-		24N,25N	109W,110W	01/19/1979	-	-
49-037	78047	NA	TRUNK B	W62900	-	MANY	24N	110W,111W	01/23/1979	-	-
49-023	78051	90626	BUTTE CREEK #3	WYW62842	SE	30	23N	112W	02/01/1979	-	-
49-023	78052	90625	BUTTE CREEK #2	WYW62843	NW	31	23N	112W	02/02/1979	-	-
49-037	78054	NA	LAT B-2	W62885		MANY	24N-25N	110W	01/16/1979	-	-
49-037	78056	90635,90633	FED 32-27	W62888	NW,NE	27	25N	110W	01/22/1979	-	-
49-037	78057	90634,90623	FED. 32-22	W62886	NE	22	25N	110W	01/22/1979	-	-

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST. DATE	RECORDED BOOK	RECORDED PAGE
49-037	78065	NA	LATERAL A-3	W82670	_	MANY	24N	110W,111W	12/06/1983	_	_
49-035	78094G2	90604	B C FED #2-23	W63520	_	15,22,23	27N	112W	07/28/1976	_	_
49-023	78156G3/A	NA	TRUNK A	WYW63845	_	MANY	19N	112W	09/25/1978	_	_
49-037	78156G3/B	NA	TRUNK A	WYW63845	_	MANY	19,20,21N	111W,112W	09/25/1978	_	_
49-037	78157G2/A	NA	LATERAL A-1	W63843	SW,NW	14	20N	112W	10/04/1978	_	_
49-023	78157G2/B	NA	LATERAL A-1	WYW63843	_	16	20N	112W	10/04/1978	_	_
49-037	78158G1/B	NA	LATERAL A-2	WYW63842	_	34	21N	111W	10/02/1978	_	_
49-037	78158G1/C	NA	LATERAL A-2	WYW63842	_	36	21N	11W	10/02/1978	_	_
49-037	78158G1/A	NA	LATERAL A-2	WYW63842	_	32	21N	11W	10/02/1978	_	_
49-037	78160G1	90462	SEVENMILE GULCH #3	WYW63844	_	36	21N	111W	10/04/1978	_	_
49-035	78223	90595	BELCO B #24-28	WYW65435	_	28	30N	113W	01/15/1979	_	_
49-035	78233	90608	TIP TOP F 75 32 G	W64376	_	33,32	29N	113W	08/22/1978	_	_
49-035	78234	90619	TIP TOP F 44 7	W65014	SE	7	28N	113W	11/02/1978	_	_
49-023	78235G3/C	NA	LAT A-3	W64694	SE,SW	10	19N	113W	03/10/1980	_	_
49-023	78235G3/A	NA	LAT A-3	W64694	SE,SW	8	19N	112W	03/10/1980	_	_
49-023	78235G3/B	NA	LAT A-3	W64694	MANY	12	19N	113W	03/10/1980	_	_
49-023	78237G1	90697	AMOCO-WILSON RANCH #4	W64694	NW,SW	10	19N	113W	03/10/1980	_	_
49-037	78275G2	90676	CHAMPLIN #356 A-1	WYW64691	_	8	18N	111W	11/26/1979	_	_
49-037	78278G2	NA	LAT B-7, P/L XING #1-20 MS	W64691	_	18,20,28	18N	111W	11/26/1979	_	_
49-037	78284G1	NA	LATERAL B-1	W65012	_	10,12	18N	112W	08/28/1978	_	_
49-035	78300	90602	N LABARGE #25-5	W65436	SE	5	27N	113W	01/15/1979	_	_
49-035	78301	90600	BELCO FET E 26	W65437	_	34,33	30N	113W	01/16/1979	_	_

125

EXHIBIT "A"
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LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	78311	90628	B C FED 10 19	W65100	_	25,26,19	27N	111W,112W	05/03/1979	_	_
49-023	78312	90629,45038	B C FED 10 30, TERRA RES MS	W65101	_	MANY	27N	111W,112W	06/18/1979	_	_
49-037	78314	90728	LINCOLN RD 11	W65015	NE,NW	29	24N	111W	03/15/1979	_	_
49-023	78324G1	90689	WHISKEY BUTTES #13	WYW71214C	_	2	21N	112W	10/31/1980	_	_
49-023	78325G2	90685	WHISKEY BUTTES #6	WYW71214D	_	10	21N	112W	10/31/1980	_	_
49-037	78327G2/C	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-037	78327G2/A	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-037	78327G2/B	NA	TRUNK "A" EXTENSION	WYW65468	_	MANY	21N	111W	02/11/1980	_	_
49-023	78346G1	90696	WHISKEY BUTTES #8	WYW71214A	_	2	21N	112W	10/21/1980	_	_
49-023	78347G2	90664	WHISKEY BUTTES #5	W70329	SE,SW	14	21N	112W	06/17/1980	_	_
49-023	78352G1	90684	WHISKEY BUTTES #4	WYW7124L	_	28	21N	112W	10/31/1980	_	_
49-035	78355	90601	BELCO BNG 10J 33	W65438	NW,SW	33	28N	113W	05/29/1979	_	_
49-023	78357	NA	ACCESS ROAD TO S.C. C/S	WYW65076		5,6	22N	113W	04/24/1979	-	-
49-023	78360	90778	STEAD CYN UNIT 5 14	W65320	_	14,13,11	26N	112W	08/13/1979	_	_
49-023	78361	NA	ACCESS ROAD TO TKB C/S	WYW65075		8,9	24N	111W	01/12/1979	-	-
49-037	78365	90987	ENERGETICS FED #32-33	W65316	NE	33	26N	110W	11/26/1979	_	_
49-035	78367	90630	N LABARGE UNIT #26-9	LEASE RIGHTS	SW	9	27N	113W	05/23/1979	_	_
49-023	78377	90777	STEAD CYN UNIT 3 13	W65320	SW	13	26N	112W	08/13/1979	_	_
49-023	78378	NA	LAT A-25	W65320	_	15,14,13	26N	112W	08/13/1979	_	_
49-035	78393G2	NA	LAT N-22 (ISENHOUR)	W65031	_	18,17	29N	112W	11/06/1978	_	_
49-037	78395	NA	LATERAL A-4	W69593	_	MANY	24N,25N	111W	01/10/1980	_	_
49-037	7840001	NA	LATERAL R-8	WYW66349	_		30N	111W-112W	11/26/1979	_	_

S22

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	78403G2/B	90729	FABIAN DITCH #1-34	WYW65826	_	34	20N	112W	11/26/1979	_	_
49-037	78403G2/A	90729	FABIAN DITCH #1-34	WYW65826	_	34	20N	112W	11/26/1979	_	_
49-037	78417	NA	LAT B2 EXT 1	W65316		3,10,15	25N	110W	11/26/1979	_	_
49-035	78467	90769	BELCO PET S 31 28	W66321	NW	28	30N	113W	05/15/1979	_	_
49-035	78469	90614	BELCO PET S 28 28	W66322	NE	28	30N	113W	05/15/1979	_	_
49-035	78470	_	BELCO PET S 29 27	W66323	SW	27	30N	113W	05/15/1979	_	_
49-035	78471	90611	BELCO PET S 27 33	W66324	NE	33	30N	113W	05/15/1979	_	_
49-041	78514G2/X	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/D	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/P	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/B	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/Z	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/M	NA	INST & TELEMETER FAC SITE	W65918	_	18	17N	117W	02/23/1982	_	_
49-041	78514G2/I	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/C	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/N	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/E	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/J	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/O	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/A	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	-	_
49-041	78514G2/K	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/F	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_

523

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	78514G2/G	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/S	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/U	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-023	78514G2/H	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/L	NA	RYCHMAN PAINTER MTR & DEHY FAC	W65918	_	6	15N	119W	02/23/1982	_	_
49-041	78514G2/Q	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/V	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980		
49-041	78514G2/Y	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/R	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980		
49-041	78514G2/W	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78514G2/T	NA	PAINTER RES TRUNK A	W65918	_	MANY	15N-20N	115W-119W	06/18/1980	_	_
49-041	78515G1/A	NA	RYCHMAN CK LAT A-1	W65918	_	14,18	17N	117W,118W	06/18/1980	_	_
49-041	78515G1/B	NA	RYCHMAN CK LAT A-1	W65918	_	14,18	17N	117W,118W	06/18/1980	_	_
49-041	78515G1/C	NA	RYCHMAN CK LAT A-1	W65918	NE,NW	18	17N	118W	06/18/1980	_	_
49-023	78617	90688	WHISKEY BUTTES #12	WYW71214H	_	22	21N	112W	10/31/1980	_	_
49-023	78618G1	90691	WHISKEY BUTTES #16	WYW71214X	_	24	21N	112W	10/31/1980	_	_
49-037	78632	P&A (KEEP RIGHTS)	FONTENELLE #1	W66849	_		24N	111W,112W	10/12/1979	_	_
49-035	78653G2	90631	FOGERTY CK #10-8	W66850	_	4,9,8	28N	116W	05/15/1979	_	_
49-023	78671G1	90687	WHISKEY BUTTES #9	WYW71214I	_	22	21N	112W	10/31/1980	_	_
49-023	78672	90690	WHISKEY BUTTES 14	W71214B	SW	2	21N	112W	10/31/1980	_	_
49-023	78673G2	90692	WHISKEY BUTTES #17	WYW71214E	_	12	21N	112W	10/31/1980	_	_
49-023	78706G2	90699	WILLOW BRANCH #7A	WYW66596	NENE	30	19N	112W	11/26/1979	_	_

524

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	78706	90745	WILSON RANCH #8	WYW66597	-	8	19N	112W	11/26/1979	-	-
49-023	7870702	90718	WHISKEY BUTTES #20	WYW71214G	-	16	21N	112W	10/31/1980	-	-
49-023	78708	90696	WHISKEY BUTTES #23	WYW71214J	-	24	21N	112W	10/31/1980	-	-
49-041	7871302	91215,90714	AMOCO CHAMPLIN 186 F-1	WYW65321	-	30,32	19N	112W	02/11/1980	-	-
49-023	7871501	90751	CHAMPLIN #149 G-1	WYW66354	-	32	19N	112W	11/26/1979	-	-
49-035	78738	90844	TIP TOP 72-20G	LEASE RIGHTS	SE,NE	20	29N	113W	05/04/1979	-	-
49-035	78739	90979 (P&A)	TIP TOP 22-28G	LEASE RIGHTS	NW	28	29N	113W	05/04/1979	-	-
49-035	78740	90672	TIP TOP T32-6G	LEASE RIGHTS	SW,NW	33,6	29N,28N	113W	05/04/1979	-	-
49-035	78848	90737	B C FED #10-5	W67824	NW	5	27N	111W	10/29/1979	-	-
49-035	78851	90644	FED #10-29	W67824	SE,SW,NW	29	27N	111W	10/29/1979	-	-
49-035	78852	90647	FED #40-29	W67824	NW,NE,SE	33,32,29	27N	111W	10/29/1979	-	-
49-035	78853	90645	FED #40-30	W67824	SE	30	27N	111W	10/29/1979	-	-
49-035	78854	90646	FED #40-32	W67824	SE	32	27N	111W	10/29/1979	-	-
49-037	78903G1	NA	LATERAL A-7	W67299	-	8,18,14	20N	111W,112W	11/27/1979	-	-
49-035	78935	NA	CPS #1308 AND LAT A-10	W063337	-		28N,27N	113W	01/17/1980	-	-
49-023	78944G2	90854	WILSON RANCH #14	WYW67936	NW,NW	32	20N	112W	10/28/1980	-	-
49-023	78945G2	90719	WHISKEY BUTTES #25	W71214	NE	28	21N	112W	10/31/1980	-	-
49-023	78947	90788 (P&A)	TAP ON MOKA	WYW72516	SE,SW	6	20N	112W	11/06/1991	-	-
49-023	78953G2	90772	WHISKEY BUTTES #32	WYW71214L	NE,SE	20	21N	112W	11/16/1991	-	-
49-023	78954	90955	AMOCO-WHISKEY BUTTES #33	W79620	SW,SE	20	21N	112W	05/12/1982	-	-
49-023	78955G1	90859	AMOCO WHISKEY BUTTES #34	WYW67876	SW	8	21N	111W	01/25/1980	-	-
49-037	7895901	90724	SEVEN MILE GULCH #8	WYW63843	NW,SE,SE	16	20N	112W	05/16/1991	-	-

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CODE #	LR #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	78959	90752	SEVEN MILE GULCH #9	LEASE RIGHTS	NE,SW	16	20N	112W	07/10/1980		LR
49-037	78962G1	90863,90779	AMOCO CHAMPLIN 206 C#1	WYW67876	SW	12	18N	112W	02/25/1980	_	_
49-037	78963G1	90734	AMOCO-CHAMPLIN 206 D#1	WYW67876	NE,NW	12	18N	112W	02/25/1980	_	_
49-037	78966G2	90681	CHAMPLIN #285 E-1	WYW67936	_	36	20N	112W	05/28/1980	_	_
49-037	78967G1	90735	AMOCO CHAMPLIN 285 F#1	WYW67876	SW	36	20N	112W	02/25/1980	_	_
49-037	78968G1	90716	CHAMPLIN #326 D-1	WYW67936	_	24	20N	112W	05/28/1980	_	_
49-037	78973G2	90856,90898	AMOCO BERKLEY FED #1	W67936	NE,SW	26	18N	113W	05/27/1980		_
49-037	79011	_	DEVON FEDERAL #1-24	WYW67876	SW	24	20N	112W	02/25/1980	_	_
49-037	79041	91006	ENERGETICS FED #31-3	W65316	NW,NE	3	25N	110W	11/26/1979	_	_
49-037	79042	90989	ENERGETICS FED #32-10	W65316	NW,NE	10	25N	110W	11/26/1979	_	_
49-037	79043	90643	ENERGETICS FED #32-15	W65316	NE	15	25N	110W	11/26/1979	_	_
49-037	79044	-	ENERGETICS FED #32-23	W65316	NE,NW,NE	22,23	25N	110W	11/26/1979		
49-037	79045	91004	ENERGETICS FED #32-34	W65316	NW,NE	34	26N	110W	11/26/1979	-	_
49-037	79055	90827	AMOCO FABIAN DITCH #2-2 W.L.	W70898	SW	2	19N	112W	05/21/1980	_	_
49-023	79056	90758	AMOCO SHUTE CR UNIT #1	W67916	SE	32	23N	112W	06/27/1980	_	_
49-035	79116	90658	CHIMNEY BUTTE #20-34	LEASE RIGHTS	NE,NW	33,34	28N	113W	05/14/1980	_	_
49-023	7912OG2	NA	LAT A-12	WYW67936	_	_	19,20N	112,113W	10/12/1979	_	_
49-023	7912OG3/B	NA	LAT A-12 EXTENSION	WYW119921	NW,SW	14	20N	113W	12/11/1990	_	_
49-023	7912OG3/C	NA	LAT A-12 EXTENSION	WYW119921	SW	24	20N	113W	12/11/1990	_	_
49-023	7912OG3/D	NA	LAT A-12 EXTENSION	WYW119921	NE,NE	36	20N	113W	12/11/1990	_	_
49-023	7912OG3/A	NA	LAT A-12 EXTENSION	WYW119921	SE,NE	6	19N	112W	12/11/1990	_	_
49-023	79137G1	90759	WHISKEY BUTTES #35	WYW67936	NE,NE,SW	32	21N	112W	09/05/1980	-	-

T:\LAND\EM49_027.MST 10/13/92

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49-023	79142G1/C	NA	LATERAL A-13	WYW72516	SE	6	20N	112W	01/16/1981	_	_
49-023	79142G1/A	NA	LATERAL A-13	WYW72516	NW	16	20N	112W	01/16/1981	_	_
49-023	79143G1/B	NA	LATERAL A-13	WEW72516	NE,SE	8	20N	112W	01/16/1981	_	_
49-037	79154	_	FEDERAL #32-9	W65316	NW	9	24N	110W	11/26/1976	_	_
49-035	79158	90971	FED #23-14	W69593	SW	14	25N	111W	01/10/1980	_	_
49-023	79160G2	90774	WILSON RANCH #15	WYW67936	SWNW,NSW	32	20N	112W	09/03/1980	_	_
49-041	79184G1	NA	WHITNEY CYN LAT A2	W69272	_	MARY	17N	118,119W	02/06/1980	_	_
49-023	79190	90773	WHISKEY BUTTES #39	LEASE RIGHTS	SE,SE	36	21N	112W	09/03/1980	_	_
49-023	79237G1	90650	GRBU #65-14	W71178	SW	14	26N	113W	05/07/1980	_	_
49-023	79238	90651	GRBU #64-11	W71178	SW,SE	2,11	26N	113W	05/07/1980	_	_
49-035	79239G2	90652	GRBU #63-35	W71206	NE	35	27N	113W	10/06/1980	_	_
49-035	79249	90653	GRBU #60-17	LEASE RIGHTS	SE,SW	18,17	27N	112W	06/12/1979	_	_
49-035	79250	90765	GRBU #67-6	LEASE RIGHTS	SW	6	27N	112W	08/28/1979	_	_
49-037	79302	91193	LINCOLN RD 7	W70599	NW	10	24N	111W	06/03/1980	_	_
49-023	79303	90722	LAWLER FEDERAL #1-32	WYW66354		32	19N	112W	11/26/1979	_	_
49-035	79319	90656	GRBU #68-30	W71178	_	30	27N	112W	05/07/1980	_	_
49-035	79320	90655	GRBU #69-19	W71178	NE,NW	19	27N	112W	05/07/1980	_	_
49-023	79328	NA	LATERAL A-1	W67916	_	30,32	23N	112W	06/27/1980	_	_
49-023	79407G1	NA	LAT. A-14	LEASE RIGHTS	NE,NE	32	21N	112W	12/08/1980	-	-
49-037	79426G2	46030	STAUFFER EXCHANGE METER	WYW69515	SW	32	21N	111W	09/12/1979	_	_
49-037	79440G2	91023	BRUFF FED #1	W82569	NW	24	18N	112W	07/13/1983	_	_
49-037	79482G1	NA	LAT A-15	W75547	SW	18	19N	111W	06/17/1981		

T:\LAND\BM49_027.MST 10/13/92

627

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49-035	79500	90786	PETRO LEWIS - SPUR CREEK 16-26	W69603	-	24,23,26	27N	112W	02/05/1980	-	-
49-037	79562	90723	ENERGETICS-FED 32-28	W69605	-	27,28	25N	110W	02/28/1980	-	-
49-035	79588	90802	TIP TOP-22-17G	LEASE RIGHTS	SW,NW	8,17	28N	113W	10/17/1980	-	-
49-035	79595G2	90747	ELBU #25-32	W71206	SE	32	27N	112W	10/08/1980	-	-
49-037	79597G2	90925	WHISKEY BUTTE FED 1-6	W70250	SW	6	21N	111W	08/01/1980	-	-
49-035	79704	90776	GRBU #70-19	LEASE RIGHTS	SE,SW	19	27N	112W	10/26/1979	-	-
49-035	79853	90768	NLBU #27-17	LEASE RIGHTS	NW	17	27N	113W	12/06/1979	-	-
49-035	79854	90761	CHIMNEY BUTTE #22-35	LEASE RIGHTS	SE.SW	35	28N	113W	12/06/1979	-	-
49-037	79881	90771	CHRISTMANN 1-36 STATE	W67936	SE/SW	36	20N	112W	05/28/1980	-	-
49-035	79904	90785	RED HILL #1-18	LEASE RIGHTS		7,18	27N	112W	01/21/1980	-	-
49-035	79918	NA	LAT A-27	W79481	-	MANY	27N	111W	05/05/1982	-	-
49-035	79919	90792	FED #40-6	LEASE RIGHTS	SW,NE	6,7	27N	111W	07/28/1980	-	-
49-023	79920	90793	FED #40-7	LEASE RIGHTS	SE	7	27N	111W	07/28/1980	-	-
49-023	79921	90790	FED #10-8	LEASE RIGHTS	-	7,8	27N	111W	07/28/1980	-	-
49-023	79923	90791	FED 10-17	LEASE RIGHTS	-	20,17	27N	111W	07/28/1980	-	-
49-035	79924	-	FED 40-19 CANCELLED	W81078	SE	19	27N	111W	08/31/1982	-	-
49-035	79925	90757 P&A	FED #10-20	LEASE RIGHTS	NE,NW	19,20	27N	111W	03/20/1980	-	-
49-037	79953	90810,90853	AMOCO-KOBUS FED. #1	LEASE RIGHTS	NW	12	18	112W	10/02/1980 LR	-	-
49-023	79957	90814	AMOCO-WHISKEY BUTTES #45	LEASE RIGHTS	NW,NE	7	22N	111W	10/28/1980	-	-
49-023	7995801	90760	AMOCO-WHISKEY BUTTES #41	LEASE RIGHTS	SW	26	21N	112W	10/28/1980	-	-
49-023	79959	90775	WILSON RANCH #16	LEASE RIGHTS	-	6	19N	112W	10/28/1980		LR
49-023	7996001	90807	AMOCO-WILSON RANCH #18	LEASE RIGHTS	SE	36	20N	112W	10/28/1980		LR

T:\LAND\BM49_027.MST 10/13/92

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	80002	90805	CHRISTMANN FED #1-6	WYW71183	NW,SE	6	19N	111W	05/17/1991	_	_
49-037	80003G1	90787	CHRISTMAN FED #1-26	WYW119917	SW	26	20N	112W	05/01/1992	_	_
49-035	80024/A	90749	FED #30-4	W71912		34	27N	111W	10/31/1980	_	_
49-023	80024/B	90749	FED #30-4	W71912		3,4	26N	111W	10/31/1980	_	_
49-035	80025	90744	FED #10-32	LEASE RIGHTS	NW	32	27N	111W	03/20/1980		LR
49-035	80035G1	90795	KLBU #29-28	LEASE RIGHTS	NE	28	27N	112W	09/16/1980		LR
49-023	80041	90750	UMC-LANGER FED-1-30	LEASE RIGHTS	NW	30	19N	112W	06/25/1980		LR
49-041	80043G1	90808	MATHERLY FED 1-6	W71736	_		17N,18N	112W	09/29/1980	_	_
49-035	80066	90764	FED #40-20	LEASE RIGHTS	NW,NE,SE	20	27N	111W	07/29/1980		LR
49-035	80076	90824	BELCO C-72-25	LEASE RIGHTS	SE	25	28N	113W	12/11/1980		LR
49-037	801022	90882	C & K SEVEN MILE GULCH #13	WYW75429	SW	2	20N	112W	10/07/1981	_	_
49-037	801047/A	NA	SALT WELLS COMP SITE ACCESS RD	W73396	_	MANY	14N	102W,103W	05/14/1981	_	_
49-037	801047/B	NA	SALT WELLS COMP. STA.	W73396	NW	14	14N	103W	05/14/1981	_	_
49-035	80140G1	90796	KLBU #30-21	LEASE RIGHTS	NE	28	27N	112W	10/02/1980		LR
49-037	80152	90830	MARATHON-LINCOLN RD 10	W114249	NE,NW	20	26N	111W	02/10/1981	_	_
49-035	80153G1	90782	KLBU #32-33	LEASE RIGHTS	NW	33	27N	112W	09/04/1980		LR
49-037	80159	90909	LINCOLN ROAD 8	W114248	_	34,35	25N	111W	11/02/1981	_	_
49-035	80166G1	90818	GRBU #73-17	LEASE RIGHTS	NW	17	27N	112W	12/12/1980		LR
49-035	80167	90784	GRBU #74-31	LEASE RIGHTS	SW	31	27N	112W	09/04/1980		LR
49-035	80169	90783	GRBU #72-27	LEASE RIGHTS	NW,NE,SE	27	27N	113W	08/28/1980		LR
49-037	80172G1	90934	DEVON CORP. FED 1-20	LEASE RIGHTS	SE	20	20N	111W	03/15/1982		LR
49-023	80183	NA	CPS 1322	WYW72494	NE	16	30N	112W	12/02/1980	_	_

529

EXHIBIT "A"
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LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

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49-037	80212	90756	AMOCO, HARRINGTON FED #1	LEASE RIGHTS	NE	5	22N	111W	10/16/1980		LR
49-037	80225	90833	M B FED 32-26	W114245	_	22,27,26	25N	110W	02/26/1981	_	_
49-035	80232	90794	CHAMBERS FED #24-8	W71910	_	16,17,8	30N	113W	10/30/1980	_	_
49-041	80250G1	90770	AMOCO-CHAMPLIN 220 B-1	W72693	_	24,26	18N	113W	02/11/1981	_	_
49-037	80253	90800	TRUE OIL-STATE 32-16	W72281	_	16,15	25N	110W	10/22/1980	_	_
49-037	80295G1	90876	MARATHON-FABIAN DITCH 3-32	WYW67936B	SW	32	20N	111W	12/17/1980	_	_
49-037	80452G1	90848	GRANGER #2	WYW72557	NE,NW,SW	28	20N	111W	01/20/1981	_	_
49-036	80510	90898	FED #10-27	W71911	SE,SW,NW	27	26N	111W	10/30/1980	_	_
49-035	80513G1/B	NA	LATERAL A-27 EXT #3	W81076	_		27N,28N	111W	08/31/1982	_	_
49-035	80513G1/A	NA	LATERAL A-27 EXT #3	W77003	NE,NW	6	27N	111W	09/25/1981	_	_
49-035	80513G4	NA	LAT A-27 EXT#3	W81120	SE	25	28N	112W	11/12/1982	_	_
49-037	80522G1	90843	CHRISTMANN 1-16	LEASE RIGHTS	NW	16	18N	111W	11/25/1980		LR
49-023	80627	90890	BELCO BNG 110-9	W77035	NW	9	26N	113W	09/19/1981	_	_
49-023	80650	90941	BELCO BBG #111-4	W79568	NW	4	26N	113W	04/20/1982	_	_
49-035	80651	90887	BELCO GRBU 76-14	W75450	NE	14	26N	113W	05/28/1981	_	_
49-023	80724	NA	CPS 1352	WYW72541	NE	32	20N	115W	01/08/1981	_	_
49-041	80725	NA	CPS 1353	WYW72541	NE	18	17N	117W	01/08/1981	_	_
49-037	80780	90835	ENERGETICS - FED 41-21	W114251	_	21,16	25N	110W	02/26/1981	_	_
49-037	80781	90837	ENERGETICS - FED 44-9	W114250	_	9,16	25N	110W	05/01/1981	_	_
49-035	80881	90919	APACHE O&G BIRD CYN 3-14	W77721	_	14,15	27N	112W	11/25/1981	_	_
49-035	80882	90847	APACHE O&G BIRD CYN 1-23	LEASE RIGHTS	SE	23	27N	112W	05/17/1981		LR
49-041	80911/A	94176	AMOCO-CDP #1 METER STATION	WYW79481	NE	25	27N	112W	11/13/1991	_	_

530

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	80911	NA	LAT A-27 LOOP	W79481	_	19,24,25	27N	111W	05/05/1982	_	_
49-023	80916G1	NA	TK A EXT #1	W75548	_	MANY	23N	112W	05/20/1981	_	_
49-035	80918G1	NA	LATERAL A-26 LOOP	W74853	_	MANY	27N	112W	07/02/1981	_	_
49-035	80930	_	BROADHEAD FED HARRIS #1	W81077	SW	5	27N	111W	08/31/1982	_	_
49-035	80964	90891	BELCO CHAMBERS FED 2-17	LEASE RIGHTS	NW	17	30N	113W	04/20/1981		LR
49-035	80965G1	90928	BELCO 8-32-33	LEASE RIGHTS	NE	33	30N	113W	02/03/1982		LR
49-035	81003	NA	CPS #1159 ON FED. 40-32	W75979	NE	32	27N	111W	08/18/1981	_	_
49-035	81079	90116	BELCO BNG 29	LEASE RIGHTS	NE	33	28N	113W	_		LR
49-035	81082	90917	BELCO C76-25	W77714	NW	25	28N	113W	12/01/1981	_	_
49-035	81095	90865	TEXACO LARAMIE UNIT #7	W75449	NE	34	27N	113W	05/20/1981	_	_
49-037	81097	90972	LITTLE MONUMENT II #2	W79619	_	23,26,27	25N	111W	03/25/1982	_	_
49-023	811009	NA	CPS #1369	W79510	NE	32	21N	112W	05/12/1982	_	_
49-037	811016	NA	CPS 1381	W79509	SW	36	20N	112W	05/11/1982	_	_
49-041	81104G1	91184	CHAMPLIN 186 I-1	W94366	NW	24	18N	113W	12/16/1986	_	_
49-041	81105G1/A	NA	LIQUIDS LINE FROM PAINTER RES.	_	_	6,4	15N	119W	06/18/1980	_	_
49-041	81105G1/B	NA	LIQUIDS LINE FROM PAINTER RES.	_	_	6,4	15N	119W	06/18/1980	_	_
49-035	81117	90977	BELCO C77-23	W78502	NW	23	28N	113W	02/03/1982	_	_
49-035	81236G1	90931	BELCO ELBU 35-5	W77998	SE	5	26N	112W	12/15/1981	_	_
49-035	81237	90918	BELCO 8-33-28	W77716	SW	28	30N	113W	12/01/1981	_	_
49-035	81238	90889	BELCO FIG FOUR FED #1-1	W77004	_	6,1	27N	111W,112W	09/25/1981	_	_
49-037	81244	90864	BAY FED #1-20	W75547	NW	20	19N	111W	06/17/1981	_	_
49-037	81245G1	90957	LAWSBERRY 1-30	W78563	SW	30	19N	111W	03/25/1982	_	_

531

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	81246G1	90913	FED #1-18	WYW75547	SW	18	19N	111W	06/17/1981	-	-
49-023	81416/B	90902	ANDERSON FEDERAL #1-18	WYW77058	SW	18	21N	111W	10/07/1981	-	-
49-037	81461/A	90902	ANDERSON FEDERAL #1-18	WYW77058	SE	18	21N	111W	10/07/1981	-	-
49-037	81570G1/D	NA	WHISKEY BUTTE CROSSOVER	WYW77059	W1/2	24	21N	112W	10/07/1981	-	-
49-037	81570G1	45016	MPS EXCHANGE #2	WYW77059	SW,SE	30	21N	111W	10/07/1981	-	-
49-037	81570G1/B	NA	WHISKEY BUTTE CROSSOVER	WYW77059	NW	12	21N	112W	10/07/1981	-	-
49-037	81570G1/C	NA	WHISKEY BUTTE CROSSOVER	WYW77059	NE	14	21N	112W	10/07/1981	-	-
49-037	81570G1/E	NA	WHISKEY BUTTE CROSSOVER	WYW77059	W1/2,SE	36	21N	112W	10/07/1981	-	-
49-037	81570G1/A	NA	WHISKEY BUTTE CROSSOVER	WYW77059	SE	30	21N	111W	10/07/1981	-	-
49-023	81640G1	NA	CPS #1361	WYW76246	NE	28	21N	114W	10/01/1981	-	-
49-023	81749	90942	BELCO KLBU #37-4	WYW78448	SE	4	26N	112W	01/14/1982	-	-
49-023	81816	90929	BELCO PETROGRAD CYN UNIT 6-10	WYW79352	SE	10	26N	112W	03/25/1982	-	-
49-035	81879	90933	ENERGETICS FED 30-31	WYW78525	-	6,31	27N,28W	111W	01/27/1982	-	-
49-023	81880	90926	BELCO GRBU 82-6	WYW79347	SW	6	26N	112W	03/29/1982	-	-
49-023	81888	90912 (P&A)	AMOCO-BRUTE CR #9 WELL	WYW81027	-		22N	111W,112W	08/11/1982	-	-
49-035	81923G1	91237	ENERGETICS FED 10-31	WYW81076	SW,NW	31	28N	111W	08/31/1982	-	-
49-037	81924	-	ENERGETICS FED 10-4	WYW81078	-	3,4	26N	111W	08/31/1982	-	-
49-035	81925	90967	ENERGETICS FED 20-29	WYW79612	-	20,29	27N	111W	05/11/1982	-	-
49-035	81926	90966	ENERGETICS FED 20-17	WYW79611	-	8,17	27N	111W	05/11/1982	-	-
49-035	81927	90976	ENERGETICS FED 20-7	WYW81077	NE	7	27N	111W	08/31/1982	-	-
49-035	81928	90968	ENERGETICS FED 30-8	WYW80363	SW	8	27N	111W	06/25/1982	-	-
49-035	81929	91280	ENERGETICS FED 20-5	WYW81076	NE	5	27N	111W	08/31/1982	-	-

T:\LAND\EM49_027.MST 10/13/92

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	81930	- 91038	ENERGETICS-FED #30-5	WYW81077	SW	5	27N	111W	08/31/1982	-	-
49-035	81931	91192	ENERGETICS FED 30-20	WYW81078	-	19,20	27N	111W	08/31/1982	-	-
49-035	81932	-	ENERGETICS FED 30-19	WYW81079	NW,SW	19	27N	111W	08/31/1982	-	-
49-035	81933	90969	ENERGETICS FED 30-17	WYW80221	SW	17	27N	111W	05/11/1982	-	-
49-035	81934	91028	ENERGETICS FED 20-20	WYW81079	NE	20	27N	111W	08/31/1982	-	-
49-035	81935	91101	ENERGETICS FED 40-17	WYW81079	-	17,20	27N	111W	08/31/1982	-	-
49-035	81936	90965	ENERGETICS FED 30-28	WYW81078	SW	28	27N	111W	08/31/1982	-	-
49-035	81937	-	ENERGETICS FED 30-29	WYW81078	SW,SE	29	27N	111W	08/31/1982	-	-
49-035	81938	-	ENERGETICS FED 20-32	WYW81078	NE	32	27N	111W	08/31/1982	-	-
49-035	81939	-	ENERGETICS FED 20-30	WYW81078	NE	30	27N	111W	08/31/1982	-	-
49-035	81940	-	ENERGETICS FED 30-30	WYW87202	SW,SE	30	27N	111W	05/10/1985	-	-
49-037	81944	91005	FEDERAL #14-23	WYW81158	-	2326	25N	110W	03/09/1983	-	-
49-037	81945	90990	FEDERAL 42-17	WYW81107	-	16,17	25N	110W	11/02/1982	-	-
49-037	81946	91006	ENERGETICS-FED #31-3	WYW81159	NE,NW	3	25N	110W	04/13/1983	-	-
49-037	81947	91004	MCDONALD FEDERAL #32-34	WYW81167	-	33,34	26N	110W	03/09/1983	-	-
49-023	81974	91097	BELCO GRBU 87-11	WYW87286	SW	11	26N	113W	03/04/1985	-	-
49-023	82035	90911	BELCO STEAD CYN 7-10	WYW79352	SE,SW	10	26N	112W	03/25/1982	-	-
49-023	82036	90932	BELCO STEAD CYN 8-11	WYW79352	NW	11	26N	112W	03/25/1982	-	-
49-023	82037G1/B	90985	BELCO STEAD CYN 9-11	WYW81115	SW,NW	11	26N	111W	11/30/1982	-	-
49-023	82037G1/A	90985	BELCO STEAD CYN 9-11	WYW79352	-	10,11	26N	111W	03/25/1982	-	-
49-041	82090G1	90959	GRACE USA #1-12	WYW81036	SW	12	10N	113W	09/02/1982	-	-
49-041	82091G1	91119	BRUFF FEDERAL #1-14	WYW87841	SW,NW,NE	14	10N	113W	06/26/1984		

T:\LAND\BM49_027.MST 10/13/92

533

534

EXHIBIT "A"
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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-041	82142G1	90960	GRACE U&A 1-30	WYW81014	NE,NW	30	18N	112W	09/02/1983	-	-
49-041	82143G1	90958	GRACE U&A #1-6	WYW81035	NW,NE	6	18N	112W	09/02/1982	-	-
49-041	82155G1	90910	AMOCO CHAMPLIN 370 B#1	WYW79607	-	12,14	17N	119W	05/12/1982	-	-
49-035	82166	90970	ENERGETICS FED 18-16	WYW81079	NW	16	27N	111W	08/31/1982	-	-
49-035	82167	-	ENERGETICS FED 20-16	WYW81079		8,9,16	27N	111W	08/31/1982	-	-
49-037	82193	90980	ENERGETICS SLATE CK FED 30-12	WYW81106	-	3,10-14	26N	111W	11/02/1982	-	-
49-035	82229	90974	B C OSPREY FED 40-28	WYW81078	SE	28	27N	111W	08/31/1982	-	-
49-035	82230	91033	HUSKEY BIRD CYN FED 4-33	WYW82634	NW	33	27N	111W	07/01/1983	-	-
49-037	82292	90992,90993	SEVEN MILE GULCH #14	WYW80897	NE,SE	18	20N	111W	12/13/1982	-	-
49-035	82451	90961	PRIMARY FUELS FED #20-24 MS	WYW81088	-	MANY	27N	110W	08/31/1982	-	-
49-023	82487G1	-	BELCO BIRD CYN 1-6	WYW81166	SW,SE	32	27N	111W	03/09/1983	-	-
49-037	82487G2	-	BELCO BIRD CYN 1-6	WYW82657	-	MANY	27N,26N	111W	08/16/1983	-	-
49-035	82530G1/D	NA	TRUNK A	WYW81001	-	MANY	31N	109W	08/19/1982	-	-
49-035	82530G1/F	NA	LATERAL A-6 EXT #1	WYW81001	-	-	28N,29N	111W,112W	08/19/1982	-	-
49-035	82530G1/I	NA	LATERAL A-6 EXT. #1	WYW81001	-	MANY	30N	110W,111W	08/19/1982	-	-
49-035	82530G1/A	NA	TRUNK A	WYW81001	NE	27	31N	110W	08/19/1982	-	-
49-035	82530G1/C	NA	TRUNK A	WYW81001	-		31N	109W,110W	08/19/1982	-	-
49-035	82530G1/E	NA	LATERAL A-6 EXT #1	WYW81001	-	9,10	28N	112W	08/19/1982	-	-
49-035	82530G1/H	NA	LATERAL A-6 EXT. #1	WYW81001	-	MANY	30N	111W	08/19/1982	-	-
49-035	82530G1/G	NA	LATERAL A-6 EXT. #1	WYW81001	-	19,20	29N	111W	08/19/1982	-	-
49-035	82582	91007	ENERGETICS FED 10-22	WYW81165	-	15,22	27N	111W	03/04/1983	-	-
49-038	82618	90975	LATL A-1 TIE INTO NEW YORK #1	WYW81191	NW;NE	MANY	30N	108W	11/04/1982	-	-

T:\LAND\BN49_027.MST 10/13/92

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49-035	82625G1/A	NA	LATERAL A-15 LOOP #1	WYW81020	NE	31	27N	112W	09/22/1982	-	-
49-035	82625G1/C	NA	LATERAL A-15 LOOP #1	WYW81020	SW,SE,NE	20	27N	112W	09/22/1982	-	-
49-035	82625G1/B	NA	LATERAL A-15 LOOP #1	WYW81020	NE	30	27N	112W	09/22/1982	-	-
49-035	82626G1/A	NA	LATERAL A-1, LOOP 2	WYW81002	NW,NE	31	27N	112W	09/22/1982	-	-
49-035	82627G1	NA	LAT A-26 LOOP #2	WYW81081	-	MANY	27N	112W	08/31/1982	-	-
49-035	82646	91031	BELCO 8-34-34	WYW82497	SW	34	30N	113W	03/25/1983	-	-
49-035	82648	NA	LATERAL A-31	WYW67824	-	MANY	27N	111W	10/29/1979	-	-
49-035	82649	NA	LATERAL A-28	WYW67824	4,5	27N	111W	10/29/1979	-	-	
49-023	82666G1	NA	TRUNK A	WYW81068	-	-	22N,23N	113W-115W	02/02/1983	-	-
49-035	82667G1	NA	LATERAL A-1	WYW81010	-	2,3,11	31N	109W	09/22/1982	-	-
49-035	82667G6	NA	LATERAL A-1 PORTION 3	WYW82525	-	MANY	30N	108W	08/10/1983	-	-
49-023	82668	90983	HORSE TRAP #1	WYW81068	NE	26	23N	115W	02/02/1983	-	-
49-023	82715	91436	SEVEN MILE GULCH #16	WYW82580	SW,SE	22	20N	112W	11/04/1983	-	-
49-037	82716	91067	STRANGE USA #1-22	WYW86501	NE	22	20N	112W	10/24/1983	-	-
49-037	82718	90980	ENSTAR PETRO-LINCOLN RD #12	WYW81118	NW,SW	10	26N	111W	11/12/1982	-	-
49-035	82784	90973	ENERGETICS OSPRY FRS FED 20-20	WYW81119	SW,SE,NE	NW,SE,NE	27N	111W	11/12/1982	-	-
49-035	82815	91107	BELCO FIG FOUR CYN 2-12	WYW81153	-	7,12	27N	111W,112W	04/13/1983	-	-
49-037	82838	-	ENERGETICS BIRD CYN FED 20-24	WYW81157	NE	6	26N	111W	01/26/1983	-	-
49-037	82939	90999	ENNOTCS-LITTLE MONUMENT #20-27	WYW81160	NE	27	25N	111W	04/12/1983	-	-
49-037	82940	91001	ENERGETICS-LTL MONUMENT #20-28	WYW81160	NE	28	25N	111W	04/12/1983	-	-
49-037	82941	91003	ENERGETICS LITTLE MON. #30-28	WYW81160	-	27,28	25N	111W	04/12/1983	-	-
49-037	82942	91003	ENERGETICS LITTLE MON. #30-22	WYW81160	-	22,27,28	25N	111W	04/12/1983	-	-

T:\LAND\BM49_027.MST 10/13/92

535

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-035	82944	90995	ENERGETICS CONDOR FED 30-33	WYW81156	_	32,33	27N	111W	04/12/1983	_	_
49-023	82945	91018	ENRGTCS TRI CNTY NAN FED 10-5	WYW81166	_	5,32	26N	111W	03/09/1983	_	_
49-035	82948	90996	ENERGETICS CRANE PROS FED 10-9	WYW81164	_	4,9	27N	111W	03/09/1983	_	_
49-035	82949	90997	ENERGETICS ESPOSITO FED 10-32	WYW81163	_	5,32	26N	111W	03/09/1983	_	_
49-035	82950	91011	ENERGETICS FED 20-1	WYW81154	NE	1	27N	112W	01/26/1983	_	_
49-035	82951	91017	ENERGETICS FED 30-1	WYW81153	_	12,1,11	27N	112W	04/13/1983	_	_
49-037	82974	90998	ENERGETICS FED 10-27	WYW82599	NW	27	26N	111W	04/13/1983	_	_
49-037	82975	90954	ENERGETICS FED 40-26	WYW82599	SE	15	26N	111W	04/13/1983	_	_
49-037	82976	91014	BARBARA FED 30-23	WYW82628	SE,SW	22,23	26N	111W	06/14/1983	_	_
49-037	829790I	91089	AMOCO CHAMPLIN 7-1	WYW82656	_	8,20	20N	102W	09/26/1983	_	_
49-035	830015	RA	CPS #1393	WYW81169	NE	7	27N	111W	03/04/1983	_	_
49-035	830040/B	91035	CHRISTMAN UNC #1-20	WYW82527	NW	21	30N	113W	09/01/1983	_	_
49-035	830040/1	91035	CHRISTMAN UNC #1-20	WYW82520	_	20,21	30N	113W	08/03/1983	_	_
49-035	830045	RA	CPS #1390	WYW82498	NW	20	29N	111W	03/25/1983	_	_
49-037	830046	91010	BLUE FOREST #30-5	WYW81172	SE,SW	5	26N	110W	04/13/1983	_	_
49-037	830047	91016	BLUE FOREST 30-2	WYW82598	_	11,2	24N	110W	04/13/1983	_	_
49-023	830050	91053	ENERGETICS FED #40-6	WYW82657	_	6	26N	111W	08/16/1983	_	_
49-037	830051	91019	ENERGETICS HAUN FED #10-9	WYW81173	_	4,9	26N	111W	04/12/1983	_	_
49-035	830052/A	91020	ENERGETICS HANSEN FED 20-5	WYW81174	SW,SE	32	27N	111W	04/12/1983	_	_
49-023	830052/B	91020	ENERGETICS HANSEN FED 20-5	WYW81174	SE	5	26N	111W	04/12/1983	_	_
49-037	830054	91021	LITTLE MONUMENT 20-21	WYW82591	NW,NE	21	25N	111W	04/12/1983	_	_
49-037	830055	91022	LITTLE MONUMENT 30-21	WYW82591	NW,SW	21	25N	111W	04/12/1983	_	_

536

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CODE #	LN #	METER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	830056	91043	LITTLE MONUMENT 20-26	WYW82591	_	23,26	25N	111W	04/12/1983	_	_
49-037	830057	91071	LITTLE MONUMENT 30-23	WYW82591	SW	23	25N	111W	04/12/1983	_	_
49-037	830059	91059	LITTLE MONUMENT 30-10	WYW82591	SW,SE	10	25N	111W	04/12/1983	_	_
49-037	830060	RETAIN RIGHTS	LITTLE MONUMENT 30-15	WYW82591	SW	15	25N	111W	04/12/1983	_	_
49-037	830061	91025	LITTLE MONUMENT 20-22	WYW82591	_	15,16,22	25N	111W	04/12/1983	_	_
49-037	830062	91026	LITTLE MONUMENT 20-16	WYW82591	NE	16	25N	111W	04/12/1983	_	_
49-037	830063	91027	LITTLE MONUMENT 30-16	WYW82591	SW,SE	16	25N	111W	04/12/1983		
49-037	830064	NA	ENERGETICS LT. MON. 11 #20-12	WYW82616	_	11,12,14	25N	111W	07/20/1983	_	_
49-037	830066	91064	ENERGETICS LT MON 11 #20-13	WYW82616	SW,NE	12,13	25N	111W	07/20/1983	_	_
49-037	830071	91060	LITTLE MONUMENT FED #30-11	WYW82654	_	10,11	25N	111W	07/13/1983	_	_
49-037	830074	NA	LATERAL A-6, EXT. #1	WYW82591	_	10,14,15	25N	111W	04/12/1983	_	_
49-037	830075	NA	LATERAL A-6	WYW82591	_	MANY	25N	111W	04/12/1983	_	_
49-035	830076G1	91126	DMND SHMRK D&C SPLT RVR 31-2	WYW87203	_	2,25,35	27N,28N	112W	06/15/1984	_	_
49-035	830119	91051	ENERGETICS CROMWEY FED 30-21	WYW82512	_	29,28,21	28N	111W	08/03/1983	_	_
49-023	830120	91038	ENERGETICS HAUN FED 30-5	WYW82615	NW,SW	5	26N	111W	05/13/1983	_	_
49-037	830121	91037	ENERGETICS HANSEN FED 10-17	WYW82622	_	9,8,17	26N	111W	08/31/1983	_	_
49-035	830122	91359	ENERGETICS FED #10-1	WYW82613	NE,NW	1	27N	112W	07/20/1983	_	_
49-037	830123	91098	EAST STORM SHELTER UNIT #1	WYW87139	_		23N,24N	110W	12/06/1983	_	_
49-035	830124G1	NA	LATERAL A-33	WYW82500	_	MANY	28N	111W	05/25/1983	_	_
49-035	830125	91055	ENERGETICS ESPOSITO FED 10-20	WYW82514	_	19,20	28N	111W	08/03/1983	_	_
49-035	830126	91034	ENERGETICS ESPOSITO 40-20	WYW82501	_	20	28N	111W	05/26/1983	_	_
49-035	830127	91052	ENERGETIC ESPOSITO FED 40-29	WYW82597	NE,SE	29	28N	111W	05/11/1983	_	_

537

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CODE #	LN #	MEYER #	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-037	830132	NA	CPS #1409	WYW82602	NE	3	26N	111W	07/15/1983	-	-
49-037	830144G1	91015	MERWIN 1-32	WYW82552	NE,NW	6	18N	111W	05/05/1983	-	-
49-023	830155	91044	ENERGETICS-YATES FED #30-29	WYW82662	SW,NW	29	25N	111W	08/17/1983	-	-
49-023	830168	NA	CPS #1416	WYW82618	NE	15	26N	112W	06/06/1983	-	-
49-037	830204	91099	HORN CANYON UNIT #6	WYW82670	SE,SW	30	24N	110W	12/06/1983	-	-
49-009	830230	91081	ENERGETICS-BSUII FEDERAL 40-10	WYW86356	SE	10	16N	93W	10/03/1983	-	-
49-009	830231	91074	BSU II FED. #10-15-16-93	WYW86374	NW,SW	15	16N	93W	11/16/1983		
49-037	830242	91049	ENERGETICS HAUN FED 20-9	WYW82644	NE	9	26N	111W	06/14/1983	-	-
49-037	830244	91041	ENERGETICS HAUN FED 40-9	WYW82644	NE,SE	9	26N	111W	06/14/1983	-	-
49-023	830245	91236	ENERGETICS HAUN FED 40-8	WYW82644	SE	8E	26N	111W	06/14/1983	-	-
49-023	830259	91062	ENERGETICS HAUN FED 40-5	WYW82650	NW,SW,SE	5	26N	111W	06/27/1983	-	-
49-035	830267	NA (NO WELL SETTING)	AMOCO USA AMOCO A-F	WYW87628	SW	7	27N	111W	11/08/1984	-	-
49-035	830270	91132	AMOCO USA AOMCO A-G	WYW87647	SE,NE	18	27N	111W	10/17/1984	-	-
49-035	830271	91100	BELCO FIG FOUR CYN 3-12	WYW87173	SE	12	27N	112W	02/14/1984	-	-
49-037	830275	91054	MONUMENT BUTTE FEDERAL 842-20	WYW82647	-	20,21	25N	110W	06/27/1983	-	-
49-023	830280	91133	BELCO SO HOGSBACK 6-16	WYW87740	NW,SW	16	26N	113W	12/26/1984	-	-
49-023	830280Z01	91170	BELCO KLBU 34-8	WYW87697	-	8-10	26N	112W	07/10/1985	-	-
49-037	830283	91072	BLUE FOREST #30-31	WYW82649	SW	31	25N	109W	06/17/1983	-	-
49-035	830302Z01	91129	DBC SPLIT RIVER #24-35	WYW87203	SE	35	28N	112W	06/15/1984	-	-
49-023	830331	91088	MBA #30-8	WYW87140	NE	30	25N	111W	11/18/1983	-	-
49-023	830333	NA	LATERAL A-6 EXT #1	WYW82661	-	20,29,30	25N	111W	08/16/1983	-	-
49-035	830464	90995	CONDOR FED #30-33	WYW82686	-	-	28N,27N	111W	09/13/1983	-	-

T:\LAND\BM49_027.MST 10/13/92

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49-023	83047002	NA	24" MUDDY CREEK LOOP	WYW34642	NE	26	20N	115W	02/13/1984	_	_
49-035	830505	91207	WOLD FED #24-10	WYW89457	_	10,11	28N	113W	12/04/1985	_	_
49-035	830524	91137	USA AMOCO A-H #1	W87648	NE	19	27N	111W	09/04/1984	_	_
49-035	830526	91138	AMOCO A-J #1	W87657	NE	18	27N	111W	09/23/1984	_	_
49-023	83052701	91135	AMOCO U.V. FED 1-8	WYW88853	SW	8	21N	112W	01/14/1985	_	_
49-023	83053101	91134	AMOCO MILLER #1	W87840	NE	20	20N	112W	08/08/1984	_	_
49-035	830538	91131	BELCO BLBU #31-8	W87700	SW	8	27N	113W	09/14/1984	_	_
49-035	830539	91127	BELCO GRBU #88-35	W87733	NE,NW	35	27N	113W	11/16/1984	_	_
49-035	830541	91087	QUEBEC FED #20-14	W87141	SE,NE	14	27N	112W	11/09/1983	_	_
49-035	830592	91125	BLBU #34-21	W88821	NE,NW	21	27N	113W	11/16/1984	_	_
49-035	830601	91123	FIGURE 4 CYN #4-13	W87628	NE	13	27N	112W	11/08/1984	_	_
49-035	830602	91154	FIGURE 4 CYN #5-13	W87628	_	7,18,13	27N	111W,112W	11/08/1984	_	_
49-023	830603	91130	WRA-A #26-14	W87632	_	_	25N	111W-112W	10/18/1984	_	_
49-037	830608	91101	FEDERAL #21-29	W87167	_	20,21,29	25N	110W	05/07/1985	_	_
49-023	830619	NA	LAT A-6 EXT. #2	W87632	_		25N	111W-112W	10/18/1984	_	_
49-037	830625	90560	SALT WELLS&SOUTH UNIT #1	W87172	NW	14	14N	103W	03/19/1984	_	_
49-037	83095	NA	CPS #1399	W82601	NW	15	25N	110W	04/12/1983	_	_
49-023	840014	_	METER & TAP	W82650	SE	9	26N	111W	06/27/1983	_	_
49-041	84004401	91141	CHAMPLIN 357 C-1	W89328	SW	14	18N	113W	07/12/1985	_	_
49-023	84004501	91149	CHAMPLIN 205 L-1	W89354	NW	8	19N	111W	05/15/1985	_	_
49-035	840073	91160	TIP TOP T55X-22G	W89427	SE	22	28N	113W	06/24/1985	_	_
49-035	840074	91152	TIP TOP T57X-27	W89432	_	27,34	28N	113W	06/19/1985	_	_

539

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49-035	840081	91171	BELCO NLBU #36-33	W87757	NE	33	28N	113W	06/19/1985	-	-
49-035	840092	91153	CBU #23-34	W87769	NE	34	28N	113W	01/23/1985	-	-
49-037	84011901	91160	PENNZOIL FED 1-30	W88659	NE,SW	30	20N	111W	04/12/1985	-	-
49-035	840120	91155	NLBU #35-34	W87736		34	28N	113W	02/12/1985	-	-
49-023	840128	RA	CPS #1427	WYW88858	SE	6	19N	112W	10/25/1984	-	-
49-041	840130	RA	CPS #1433	WYW88855	NE	6	15N	119W	09/20/1984	-	-
49-023	84017002	91452	SIEGLERS WASH #1-30	WYW119823	SE	30	20N	112W	12/04/1991	-	-
49-023	840173	91161	WSA-B #32-1	W90851	-	29,32	25N	111W	04/25/1985	-	-
49-023	840174	91197	WEST SWAN C #25-1 WELL LINE	W90852	NE	25	25N	112W	04/25/1985	-	-
49-035	840176	91103	BELCO NLBU #38-8	W87745		7,8	27N	113W	01/28/1985	-	-
49-035	840177	91176	BELCO NLBU #37-5	W87737	SE	5	27N	113W	11/16/1984	-	-
49-035	840177Q1A	RA	DRIP TANK ACCESS ROAD	W87734	-	-	31N,32N	113W,114W	07/19/1985	-	-
49-035	840178	91163	BELCO NLBU #33-17	W87738	SW	17	27N	113W	11/16/1984	-	
49-035	840179	91175	BELCO NLBU #32-5	W87741	-	5	27N	113W	11/16/1984	-	-
49-035	840180	91156	BELCO NLBU #39-17	W87739	NE	17	27N	113W	11/16/1984	-	-
49-035	840182	91168	BEL NORTH C-84-3	W87744	NW	3	28N	113W	12/04/1984	-	-
49-035	840183	91169	BELNORTH C-85-3	W87758		3	28N	113W	02/12/1985	-	-
49-035	840185	91120	CASTLE CK FED #21-28	W87703	NE,NW	28	32N	114W	10/12/1984	-	-
49-035	840186	91121	CASTLE CK FED #22-27	W87703	NE,NW	27	32N	114W	10/12/1984	-	-
49-035	840187Q1	91122	CASTLE CK FED 34-28	W87703	-	22,28	32N	114W	10/12/1984	-	-
49-035	84018801/D	RA	TRUNK A	W87703	-	MANY	31N	112W,113W	10/12/1984	-	-
49-035	84018801/F	RA	TRUNK A	W87703	-	28,33	32N	114W	10/12/1984	-	-

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49-035	840188G1/B	NA	TRUNK A	W87703	SE,NE,NW	28	31N	111W	10/12/1984	_	_
49-035	840188G1/C	NA	TRUNK A	W87703	_	MANY	31N	111W,112W	10/12/1984	_	_
49-035	840188G1/A	NA	TRUNK A	W87703	_	5,6	30N	110W	10/12/1984	_	_
49-035	840188G1/G	NA	TRUNK A	W87703	_	22,27	32N	114W	10/12/1984	_	_
49-035	840188G1/E	NA	TRUNK A	W87703	_	MANY	31N	113W,114W	10/12/1984	_	_
49-035	840188G1A	NA	DRIP TANK ACCESS ROAD	W87734	_	MANY	31N,32N	113W,114W	07/19/1985	_	_
49-037	840255	91094	CO LINE #16-1	W87691	_	9,16	26N	111W	01/07/1985	_	_
49-035	840271	91179	FIG FOUR CYN 7-31 LINE & DEHY	W90841	SW,SE	31	28N	111W	11/15/1985	_	_
49-035	840279	94076	CASTLE CK FED 14-22	W89426	SW	22	32N	114W	06/24/1985	_	_
49-035	840292	91183	MINTON #5	W89478	SW	21	27N	113W	11/04/1985	_	_
49-035	840293	91174	MINTON GOVT #4A	W89477	NE	21	27N	113W	09/23/1985	_	_
49-037	840337	91102 (P&A)	FED #21-28	W87696	NW,NE	28	25N	110W	01/07/1985	_	_
49-035	840358	91166	FIGURE FOUR FEDERAL #13-3	W90845	_	12,13	27N	112W	03/04/1985	_	_
49-035	850056	NA	CPS #1143	W89448	SW	11	28N	114W	07/31/1985	_	_
49-035	850084G1	NA	TRUNK N LOOP	W89472	_	14,23,26	29N	113W	08/28/1985	_	_
49-023	860035G1/I	NA	CROSSOVER 16" LINE	W94351	NE,NW	32	20N	114W	09/30/1986	_	_
49-023	860035G1/J	NA	CROSSOVER 16" LINE	W94351	SE,NW	30	20N	114W	09/30/1986	_	_
49-023	860035G1/D	NA	CROSSOVER 16" LINE	W94351	SE,SW	24	19N	113W	09/30/1986	_	_
49-023	860035G1/C	NA	CROSSOVER 16" LINE	W94351	NE,NW	2	19N	114W	09/30/1986	_	_
49-023	860035G1/E	NA	CROSSOVER 16" LINE	W94351	SE,SW	8	19N	113W	09/30/1986	_	_
49-023	860035G1/A	NA	CROSSOVER 16" LINE	W94351	SE,NE,NW	30	19N	112W	09/30/1986	_	_
49-023	860035G1/H	NA	CROSSOVER 16" LINE	W94351	SE,SW	14	20N	114W	09/30/1986		

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RIGHTS-OF-WAY OF BUREAU OF LAND MGMT
LOCATED IN ROCK SPRINGS, WY FROM NORTHWEST PIPELINE CORPORATION TO WILLIAMS GAS PROCESSING

CODE_S	LN_S	METER_S	FACILITY	EASEMENT NO.	SUBDIVISION	SECTION	TOWNSHIP	RANGE	INST DATE	RECORDED BOOK	RECORDED PAGE
49-023	860035G1/D	NA	CROSSOVER 16" LINE	W94351	SE,NE,NW	16	19N	113W	09/30/1986	-	-
49-023	860035G1/C	NA	CROSSOVER 16" LINE	W94351	NE	22	19N	113W	09/30/1986	-	-
49-023	860035G1/K	NA	CROSSOVER 16" LINE	W94351	SW	24	20N	115W	09/30/1986	-	-
49-023	860035G1/F	NA	CROSSOVER 16" LINE	W94351	NE	12	19N	114W	09/30/1986	-	-
49-035	860050G1	91191	HOGSBACK 72X-29G	W89537	NE	29	27N	113W	12/04/1986	-	-
49-037	860106	91185	BLUE FOREST UNIT #43-18	WYW82616	SW,NE	13	25N	111W	01/22/1987	-	-
49-037	870012	91195	LINCOLN ROAD #Z-9	WYW59516	-	9	24N	111W	08/01/1977	-	-
49-037	870014	91199	LINCOLN ROAD #15-A	WYW81118	-	15	24N	111W	08/16/1967	-	-

542

[redacted] [redacted] [redacted]

Exhibit A

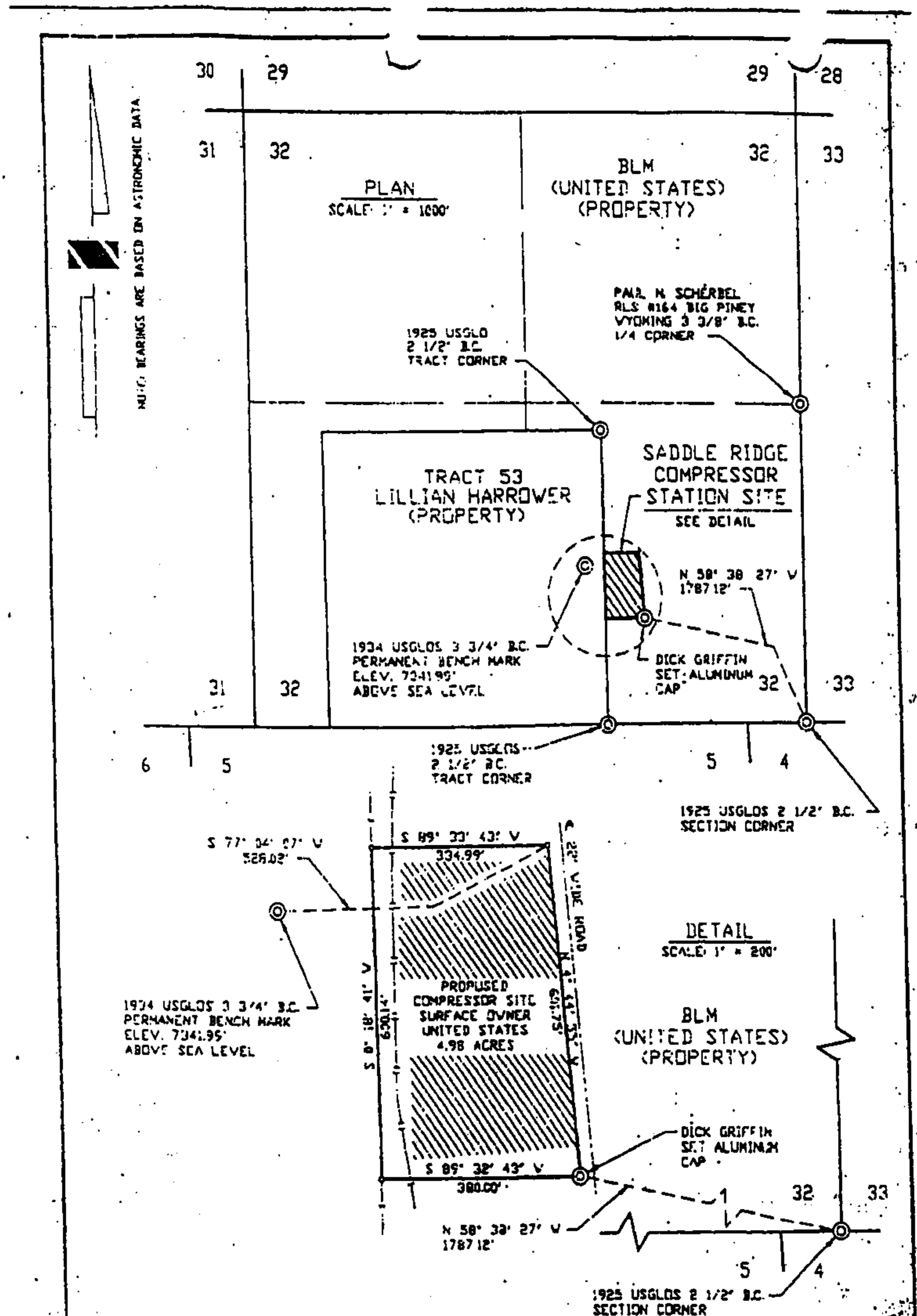
The record owner of the property described in this Exhibit A is the United States of America (the "USA"), and Grantor has assignments of the property described in this Exhibit A from the USA.

Sa .le Ridge C.S.
WY, Sublette

Exhibit A

A tract of land in Sublette County, Wyoming, being more particularly described as:

Commencing at the Southeast corner of Section 32, Township 28 North, Range 113 West; thence N. 58° 38' 27" W., a distance of 1,787.12 feet to the actually point of beginning; thence N. 4° 44' 55" W., a distance of 601.75 feet; thence S. 89° 33' 43" W., a distance of 334.99 feet; thence S. 0° 18' 41" W., a distance of 600.14 feet; thence S. 89° 32' 43" W., a distance of 380.00 feet, to the point of beginning, containing 4.98 acres, more or less.



R/V NO. 01080
V.D. NO. 25856
SURVEYED: 10/19/92
SURFACE OWNER: BLM (UNITED STATES)
REF. DWG.: SAR-1-P1
MILE POST: N/A

NORTHWEST PIPELINE CORPORATION

BIG PINEY GATHERING SYSTEM
SADDLE RIDGE COMPRESSOR STATION SITE
SEC. 32, T-28-N, R-113-W
SUBLETTE COUNTY, WYOMING

SCALE: SHOWN	DATE: 10/22/92	APPROVED BY: [illegible]	REV.
DRAWN BY: RLG	CHECKED BY: [illegible]	NO. 761.12-X-5	1

FH1SHP (1/92)

SCHEDULE I

TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT

ADDRESSES

Williams Gas Processing Company
One Williams Center
Tulsa, Oklahoma 74172
State of Incorporation: Delaware
Federal Employer Identification Number: 87-0487769
Organizational Number: 2264913

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 17 day of May, 2004, by SUSAN HAY BELL and MARY HAY, successor Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, of 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming, hereinafter called "Assignor", and SUSAN HAY BELL, whose address is 2905 Ute Street, Canon City, Colorado 81212 and MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, as successor trustees under the Leonard Hay Living Trust dated September 27, 1996, hereinafter called "Assignees";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 16, 1994, an Oil and Gas Lease was entered into by and between Elva Louise Vible, as Lessor, and Leonard Hay, as Lessee, which Oil and Gas Lease was recorded September 20, 1994, in Book 99 Oil & Gas, Page 683, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 27, 1974, LEONARD HAY executed a General Conveyance, attached hereto, marked "Exhibit A", and by reference made a part hereof, conveying, quitclaiming transferring and assigning unto Leonard Hay, Trustee, or his successor(s) in trust, under the Leonard Hay Living Trust dated September 27, 1996, all fee interests, leaseholds, mortgages, deed of trust, mining claims, mineral, production and royalty payments and interests of every kind, oil and gas leasehold interests, overriding royalties, water rights, rights of way, easements, concessions, royalties and contracts to acquire such interests, and also including all buildings and other improvements of every kind on, under or above the land, or which are in any manner a part thereof, awards for condemnation of real property, and all other interests of every kind generally considered to be real property, whether like or unlike the foregoing; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003; and

WHEREAS, pursuant to the attached General Conveyance, Susan Hay Bell and Mary Hay, as successor trustees to Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, are executing this assignment to record the conveyance certain oil and gas leasehold interests to said trust; and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor, receipt whereof is hereby acknowledged, Assignors, do hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by LEONARD HAY, individually, in and to that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil,

304169

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IN BOOK 127 O&G PAGE 547
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Patterson

548

Gas and Mineral Lease dated July 1, 1974, and all interest held by LEONARD HAY, individually, in and to that certain Oil and Gas Lease dated September 20, 1994, to-wit:

> All interest to: Susan Hay Bell and Mary Hay, Trustees, or their successor(s) in trust under the Leonard Hay Living Trust dated September 27, 1996, of 812 Bushnell Avenue, Rock Springs, WY 82901

covering the following described real property:

> Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming
>
> Section 10: NE/4SE/4, S/2SE/4;
> Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
> Section 14: Lots 1, 2, NE/4NW/4;
> Section 15: Lots 1, 2;
>
> Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

and

> Township 31 North, Range 108 West, 6th P.M., Sublette County, Wyoming
>
> Section 5: Lot 4 (NW/4NW/4); SW/4NW/4;
> Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4);
> Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4;
>
> Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming
>
> Section 32: S/2SW/4;
>
> Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming
>
> Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4;
> Section 11: E/2NE/4;
> Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

TO HAVE AND TO HOLD the said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, and the Oil and Gas Lease dated September 16, 1994, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

LEONARD HAY LIVING TRUST
DATED SEPTEMBER 27, 1996,

By _____
SUSAN HAY BELL, Trustee

By _____
MARY HAY, Trustee

[redacted] [redacted] [redacted]

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 14 day of May, 2004, by SUSAN HAY BELL, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires: 10-9-2005

Wanda Johnson, Notary Public
5050 E. Main Street
Canon City, CO 81212

Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by MARY HAY, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires:

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

Notary Public

549

550

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE dated September 27, 1996, is from Leonard Webster Hay, also known as Leonard Hay ("Grantor"), to Leonard Hay, Trustee, or his successor(s) in trust, under the Leonard Hay Living Trust, and any amendments thereto, dated September 27, 1996, ("Grantee").

1. **Conveyance**. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby gives, grants, bargains, sells, conveys, quitclaims, transfers and assigns unto Grantee all of Grantor's real property and all of his interests of every kind in and to real property, wherever situated and whether or not vested of record in Grantor, including all fee interests, leaseholds, mortgages, deeds of trust, mining claims, mineral, production and royalty payments and interests of every kind, oil and gas leasehold interests, overriding royalties, water rights, rights of way, easements, concessions, royalties and contracts to acquire such interests, and also including all buildings and other improvements of every kind on, under or above the land, or which are in any manner a part thereof, awards for condemnation of real property, and all other interests of every kind generally considered to be real property, whether like or unlike the foregoing.

2. **Other Instruments**. Promptly on request, Grantor and his heirs and assigns will execute and deliver such additional instruments as Grantee may request in order to confirm the foregoing conveyance.

IN WITNESS WHEREOF, Grantor has signed this instrument on the day and year first above written.

Leonard Webster Hay, also
known as Leonard Hay

The State of Wyoming)
: ss.
County of Sweetwater)

On the 27th day of September, 1966, personally appeared before me Leonard Webster Hay, also known as Leonard Hay, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:

ANNA M. COPELAND - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 16, 1969

Anna M. Copeland
Notary Public

552

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 17 day of May, 2004, by SUSAN HAY BELL and MARY HAY, successor Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, of 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming, hereinafter called "Assignor", and SUSAN HAY BELL, whose address is 2905 Ute Street, Canon City, Colorado 81212 and MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, hereinafter called "Assignees";

W I T N E S S E T H:

WHEREAS, on September 16, 1994, an Oil and Gas Lease was entered into by and between Elva Louise Vible, as Lessor, and Leonard Hay, as Lessee, which Oil and Gas Lease was recorded September 20, 1994, in Book 99 Oil & Gas, Page 683, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil and Gas Lease dated July 1, 1974, and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003; and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor, receipt whereof is hereby acknowledged, Assignors, do hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, in and to that certain Oil and Gas Lease dated September 16, 1994, to-wit:

Susan Hay Bell – an undivided one-half interest
2905 Ute Street
Canon City, CO 81212

Mary Hay – an undivided one-half interest
812 Bushnell Avenue
Rock Springs, WY 82901

covering the following described real property:

Township 31 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 5: Lot 4 (NW/4NW/4); SW/4NW/4;
Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4);
Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4;

Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 32: S/2SW/4;

304170

RECORDED May 20 2004 9:50a M
IN BOOK 127 O+G PAGE 552
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4;
Section 11: E/2NE/4;
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

TO HAVE AND TO HOLD the said interest in the Oil and Gas Lease dated September 16, 1994, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

LEONARD HAY LIVING TRUST
DATED SEPTEMBER 27, 1996,

By Susan Hay Bell
SUSAN HAY BELL, Trustee

By Mary Hay
MARY HAY, Trustee

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 13th day of April, 2004, by SUSAN HAY BELL, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires: 9-18-04

STACIE OFFERSON NOTARY PUBLIC STATE OF COLORADO

Stacie Offerson
Notary Public

Stacie Offerson
Notary Public
532 Main Street
Cañon City, CO 81212

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by MARY HAY, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires:

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

Theda A. Porter
Notary Public

554

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 17 day of May, 2004, by SUSAN HAY BELL and MARY HAY, successor Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, of 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming, hereinafter called "Assignor", and SUSAN HAY BELL, whose address is 2905 Ute Street, Canon City, Colorado 81212 and MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, hereinafter called "Assignees";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003; and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor, receipt whereof is hereby acknowledged, Assignors, do hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, in and to that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

Susan Hay Bell – an undivided one-half interest
2905 Ute Street
Canon City, CO 81212

Mary Hay – an undivided one-half interest
812 Bushnell Avenue
Rock Springs, WY 82901

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 10: NE/4SE/4, S/2SE/4;
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
Section 14: Lots 1, 2, NE/4NW/4;

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IN BOOK 127 O&G PAGE 554
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SUBLETTE COUNTY, PINEDALE, WYOMING

304171

Section 15: Lots 1, 2;

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

TO HAVE AND TO HOLD the said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

LEONARD HAY LIVING TRUST
DATED SEPTEMBER 27, 1996,

By Susan Hay Bell
SUSAN HAY BELL, Trustee

By Mary Hay
MARY HAY, Trustee

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 13th day of April, 2004, by SUSAN HAY BELL, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires: 9-15-04

STACIE OFFERSON NOTARY PUBLIC STATE OF COLORADO

Stacie Offerson
Notary Public

Stacie Offerson
Notary Public
532 Main Street
Cañon City, CO 81212

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by MARY HAY, one of the Trustees of the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996.

Witness my hand and official seal.

My commission expires:

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

Theda A. Porter
Notary Public

556

AMENDED MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
(THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AMENDS AND REPLACES THAT CERTAIN MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT DATED THE 10TH DAY OF APRIL, 2003 RECORDED IN BOOK 101 MORTGAGES AT PAGE 274 ON THE 30TH DAY OF MAY, 2003 IN THE RECORDS OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING.)

THIS INSTRUMENT is made this 7th day of April, 2004, by and among the undersigned, Crystal H. Oswald, as Trustee for the Oswald Family Trust, dated April 27, 1998, and Louis A. Oswald, III (hereinafter referred to as "Mortgagors"), whose address is P.O. Box 36157, Denver, Colorado 80236-0157, and Freeman Investments, (hereinafter referred to as "Mortgagee" or "Secured Party"), whose address is 3415 South Clayton Boulevard, Englewood, Colorado 80113-7611

In consideration of the Mortgagee's advancing or extending certain funds or credit, as more fully described hereinafter, and in consideration of the mutual covenants obtained herein, and in further consideration of the matters hereinafter set forth, Mortgagors hereby grant, bargain, sell, warrant, mortgage, assign, transfer, and convey the following described property with power of sale to the Mortgagee, its successors and assigns; to have and to hold said property, together with, all and singular, the rights, privileges, contracts, and appurtenance now or hereafter at any time before the foreclosure or release hereof; and Mortgagors hereby bind and obligate Mortgagors and Mortgagors' successors and assigns, to warrant and defend, all and singular, title to the following described property unto the Mortgagee, his substitutes or successors, forever, against the claims of any and all persons whomsoever claiming any part thereof.

Said property conveyed to Mortgagee is described as follows:

All of Mortgagors' right, title and interest in and to all the mineral estates, leasehold estates, drilling and spacing units, and any other interest described on Exhibit A attached hereto and made a part hereof insofar as the interests described thereon cover or relate to all of the lands described in Exhibit A, together with any right, title, and interest which Mortgagors may hereafter acquire in such leases, and in said described lands; and

All rights, interests, and estates of whatever kind or character in and to that property and those interests described in attached Exhibit A now, or hereafter acquired and owned by the Mortgagors, including, but not limited to, all real property, all oil and gas leases, subleases, working interests, farmout interests, operating rights and interests, royalties, overriding royalties, net revenue interests, production payments, and all revenues and proceeds accruing thereto or therefrom; and

All the property described under paragraph 1 through 6 is herein collectively called the "collateral". The Mortgagors grant this collateral, together with all the rights privileges, benefits, hereditaments, and appurtenances thereto belonging to the Secured Party forever, subject to all of the covenants, agreements, terms and conditions hereinafter set forth as security for the benefit of the Secured Party.

This instrument is given and is intended to be a Mortgage, Security Agreement and Financing Statement to secure the performance of the covenants contained herein, and payment to the Secured Party, his successors and assigns, of all sums due and owing upon that certain Promissory Note effective of even date herewith executed by Mortgagors, and payable to the order of the Secured Party, which note is more fully described herein.

Mortgagors further covenants and agrees as follows:

SECTION 1
OBLIGATIONS

This instrument is executed, acknowledged and delivered by the Mortgagors to secure and enforce the following obligations of the Mortgagors:

1.1 That certain Promissory Note of even date herewith ("Note") in the original sum of Two Hundred Nineteen Thousand Three Hundred Eleven Dollars and 27/100 ($219,311.27), executed by the Mortgagor payable to the order of the Mortgagee in equal monthly payments of $5,562.30 principal plus accrued interest, finally due and payable on or before April 7, 2008, bearing an interest rate of ten percent

304233

304233

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IN BOOK 127 016 PAGE 556
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SUBLETTE COUNTY, PINEDALE, WYOMING

(10%) per annum, and containing the usual and customary provisions for monthly interest payments, acceleration, maturity, and attorney's or collection fee clauses;

1.2 All renewals, extensions, increases, amendments, and changes of or substitutions for any part of the above-described items.

SECTION 2
THIRD-PARTY CLAIMS

Mortgagors hereby obligate themselves, their successors and assigns, to warrant and defend all of the aforementioned collateral to the Secured Party, its successors and assigns, against the claims and demands of all parties claiming against any of the collateral.

SECTION 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants as follows:

3.1 The Mortgagors warrant, represent, and covenant that they are the sole owners of full legal and equitable title to said collateral free and clear of all liens and encumbrances, except those existing unto and in favor of the Secured Party and that to the best of Mortgagors' knowledge, the interests described on Exhibit A are in full force and effect and cover the lands described in Exhibit A; that all information furnished or to be furnished to Mortgagee by or on behalf of the Mortgagors in connection with the collateral and the indebtedness secured by this instrument is or will be, when furnished, complete and accurate; and

3.2 Mortgagors shall pay when due, all obligations evidenced by the Note between the parties in accord with the terms thereof; and

3.3 To pay as when the same become due and payable all attorney's fees for the payment of which provision has been made herein or in any instrument evidencing any and all of said indebtedness; and

3.4 Mortgagors shall pay or cause to be paid all taxes, assessments, governmental charges assessed or imposed with respect to the development, operation, and production of the properties and attached hereto on Exhibit A, together with all federal, state, and local income taxes and all other applicable taxes payable generally by the Mortgagors regardless of the relation to the collateral, including all federal and state social security taxes, payments and contributions for which the Mortgagors may be liable; and

3.5 Mortgagors shall promptly, at Mortgagors' own expense, file and refile in such offices and at such times as often as necessary this instrument and any other instrument in addition or supplemental hereto including statutory form financing statements as may be necessary to create, perfect, maintain, and preserve the lien and security interest intended to be created hereby in the rights and remedies of Secured Party hereunder; and

3.6 Mortgagors shall promptly, upon request of the Secured Party, take any action as the Secured Party deems necessary for the purpose of removing or curing any defect or cloud upon the title to the collateral or any part thereof whether now existing against all suits, actions and proceedings necessary and advisable to secure and maintain for Secured Party a first and valid lien on said collateral; and

3.7 To fully indemnify and save the Secured Party harmless from any and all loss, cost, damage, expense and attorney's fees which it may suffer and incur by reason of the exercise of any rights, powers, privileges conferred hereunder; and

3.8 Mortgagors agree that notwithstanding any provision hereof to the contrary, the foregoing covenant of indemnity shall, in all respects, continue and remain in full force and effect, even though all of said indebtedness is full paid and this instrument is released; and

3.9 Mortgagors shall not, without the express written consent of Mortgagee, such consent not to be unreasonably withheld, amend, modify, or release, surrender, abandon or forfeit any collateral or any part thereof, nor sell, convey, assign, mortgage or grant security interest in or otherwise dispose of or encumber the collateral, or any part thereof; and

3.10 If the title of the Mortgagors or Secured Party to the collateral, or any part thereof, (including but not limited to the validity of priority of this Mortgage) is attached, either directly or indirectly, or if legal proceedings are commenced against Mortgagors, the Mortgagors shall promptly give written notice thereof to the Secured Party and at Mortgagor's own expense shall proceed diligently to defend against any such attach or proceeding employment attorneys agreeable to the Secured Party, and the Secured Party may take such independent action in connection therewith as Secured Party may in the discretion of Secured Party deem advisable, and all the costs and expenses, including reasonable attorney's fees and legal expense shall be a demand obligation owing by Mortgagors to Secured Party;

3.11 Mortgagors agree that if Mortgagors fail to perform any act which Mortgagors are required to perform hereunder, the Secured Party or any receiver appointed hereunder, may, but shall not be obligated to perform or cause to be performed such act and any expense incurred by Secured Party shall be a demand obligation owing by debtor to the Secured Party, and shall be part of the obligations listed above, and Secured Party shall be subrogated to all the rights of the party receiving such payments.

SECTION 4
SALE OR ENCUMBRANCES ON COLLATERAL

Mortgagors shall not sell, convey, assign, mortgage, or grant any liens whatsoever upon the collateral or otherwise dispose of or encumber any of the collateral or any of Mortgagors' right, title or interest therein without first obtaining the Secured Party's written consent thereon, which consent shall not be unreasonably withheld.

SECTION 5
ASSIGNMENT OF PRODUCTION

5.1 In order to further secure the payment of the obligations listed hereinabove, the Mortgagors do hereby transfer, assign, and convey in favor of the Secured Party, its successors and assigns, all of the right, title and interest of the Mortgagors, in and to all hydrocarbons in and under or which may be produced from the leases and lands described in Exhibit A or allocated thereto pursuant to pooling or unitization of said leases or otherwise, together with all proceeds derived from the sale of such hydrocarbons on and after the date of the execution of this instrument. Mortgagors shall, if and when requested by Mortgagee, perform all such acts, and execute all such further assignments, transfer and division orders, and any other instruments as may be required or desired by the Secured Party, or any other party in order to have all said revenues and proceeds paid directly to the Secured Party, including all proceeds accruing and accrued to any and all collateral the same to be delivered into pipelines connected with said collateral, as applicable, or to purchasers thereof, and all revenues and proceeds payable and to be payable with respect thereto shall be delivered and to be delivered therefrom directly to the Secured Party at its offices described in Section 15 hereof, with no duty or obligation of any party having the same to inquire into the right of the Secured Party to receive the same, or as to any other matter. The effective date and time of this assignment is 12:00 a.m., the 4th day of April, 2003.

The Secured Party is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of the Mortgagors or to Secured Party for the account of Mortgagors received from or in connection with said revenues and proceeds, and to apply the proceeds therefrom for the payment of the indebtedness listed above, or any other sums secured hereby when received, and to execute in the name of the Mortgagors or otherwise any and all instruments containing warranties binding on Mortgagors all such assignments, transfer and division orders, and any other instruments as may be required or desired by the Secured Party in order to have said revenues and proceeds paid directly to the Secured Party. Secured Party shall not be liable for any delay, neglect or failure to effect collection of any proceeds or take any other action in connection therewith, but shall have the right at its election in the name of and the expense of the Mortgagors to prosecute and defend any action or legal proceeding required in order to collect such proceeds and otherwise protect the interests of Secured Party and the Mortgagors, and all costs, expenses and reasonable attorney's fees incurred therewith, whether incurred with or without a suit shall be paid by Mortgagor and secured hereby.

Mortgagors covenant and agree to cause as of the effective date hereof, all pipeline companies, operators or other purchasers of the oil, gas or other minerals produced from the interests attached on Exhibit A to pay promptly to the Secured Party at its principal office, the Mortgagors' interest in the proceeds derived from the sale thereof in accordance with the terms of this assignment and forthwith to execute and acknowledge and deliver to said pipeline companies and other purchasers such further and

proper division orders, transfer orders, transporters certificates and any other documents as may be necessary and proper to fully effectuate and carry out the intent and purpose of this instrument.

Without limitation, the Mortgagors hereby designate and appoint the Secured Party as their true and lawful agent and attorney-in-fact with full power of substitution and with full power and authority for and on behalf of and in the name of the Mortgagors to execute, acknowledge, and deliver all such division orders, transfer orders, certificates, and other documents of every nature with such provision as from time to time may be necessary to more fully effectuate and carry out the intent and purpose of this assignment. The power of attorney conferred herein is granted for valuable consideration and is coupled with an interest and is irrevocable so long as the obligations listed above or any portion thereof shall remain unpaid. All persons dealing with the Secured Party or any substitute shall be fully protected in treating the powers and authorities conferred by this section, and continuing in full force and effect until advised by the Secured Party that the obligations are fully and finally paid.

5.2 Application of Proceeds.

(a) All payments received by Mortgagee pursuant to Section 5.1 above, at Mortgagee's discretion, shall be placed in a collateral collection account designated by the Mortgagee and on the last day of each month shall be applied as follows:

(i) first, toward satisfaction of all costs and expenses incurred in connection with the collection of proceeds and the payment of any part of the obligations not represented by a written instrument;

(ii) second, to the payment of all accrued interest on the obligations and all other fees or payments required in the credit agreement;

(iii) third, to the payment of any then due and owing principal constituting part of the obligations; and

(iv) the balance, if any, shall be released to Mortgagors.

SECTION 6
TERMINATION

If all the obligations shall be paid in full pursuant to the terms of this instrument and the Note, then this instrument shall become null and void, all collateral shall revert to the Mortgagors, the entire right, title and interest of the Secured Party shall terminate, and Secured Party shall promptly, after request of Mortgagors and at Mortgagors' cost and expense, execute and acknowledge and deliver to Mortgagors proper instruments evidencing the termination of this instrument. Otherwise, this instrument shall remain and continue in full force and effect.

SECTION 7
EXTENSION AND RENEWAL

The Secured Party may, at any time in its sole discretion and upon agreement with any person now or hereafter obligated to pay all or any part of the indebtedness secured hereby, but without notice or consent to any other party than such obligor, extend the time of payment of the whole or any part of said indebtedness or accept one or more new instruments in the same or different form and renewal hereof, or by way of substitution for any instrument given in consideration with or as security for said indebtedness without in any manner or any way impairing or affecting the lien and security interest granted hereby or any rights or equities existing in favor of the Secured Party hereunder; in all events, this instrument shall remain in full force and effect to secure the payment of all said indebtedness until fully and finally released in writing by the Secured Party.

SECTION 8
DEFAULT

The Mortgagors shall be in default under this instrument on the happening of any of the following events or conditions:

8.1 Mortgagors default in the due payment, performance or observance of any of the obligations listed herein or any part thereof;

8.2 Any representation, warranty or covenant of the Mortgagors is determined to have been false, or is breached, in any material respect;

8.3 Any event which results in the acceleration of maturity of any indebtedness of the Mortgagors to the Secured Party under any mortgage, security or loan agreement, Note, guaranty or any other undertaking;

8.4 The title of the Mortgagors or Secured Party to the collateral or substantial part thereof becomes the subject matter of litigation which might, in the opinion of the Secured Party, result in substantial impairment or loss of the lien and security interest created by this instrument;

8.5 The seizure or taking of any of the collateral by any governmental or similar authority or the issuance of a writ of attachment or garnishment with respect thereto;

8.6 Insolvency of Mortgagors, appointment of a receiver, or assignment for the benefit of creditors by or through the commencement of any proceeding under bankruptcy or insolvency;

8.7 Any other event of default specified in the Promissory Note between Mortgagors and Secured Party.

Upon the occurrence of any event of default, Secured Party may, without presentment, notice or demand, which are hereby expressly waived by the Mortgagors, declare the entire obligation or any part thereof immediately due and payable. Upon the occurrence of any event of default listed above, the Secured Party may elect to treat the fixtures included in the collateral either as real property or personal property, but not both, and proceed to exercise any such rights as applied to the type of property selected.

Upon the occurrence of any event of default listed above, and in addition to all the other rights and remedies conferred herein, the Secured Party shall have the right and remedies of a mortgagee and secured party granted by applicable law, including the Uniform Commercial Code, and shall have the right to enter upon and take immediate possession of the collateral and any part thereof to exclude the Mortgagors therefrom, and to remove any personal property, including the collateral, to hold, use, operate, manage and control the collateral, to make any and all such repairs, replacements, alterations, additions and improvements to the collateral as the secured property may deem proper. Further, the Secured Party is entitled to demand, collect and retain all earnings, proceeds, and other sums due and to become due with respect to the collateral, accounts for and applying to the payment of the obligations hereunder only the net earnings rising therefrom after charging against the sums received, all costs, expenses, charges, damages, losses incurred by Secured Party, plus interest thereon at the rate of six percent (6%) over the interest rate in effect at the time of default as if the Secured Party were the absolute owner of the collateral, and without any liability to the Mortgagor in connection therewith.

SECTION 9
FORECLOSURE AND POWER OF SALE

Should the Mortgagors fail to comply with any of the agreements or breach any of the covenants or representations contained herein, or should Mortgagors default in payment of any of the indebtedness or any other sums secured hereby, the Secured Party, its successors and assigns, shall have the right, but not the obligation, without notice or demand, to declare all said indebtedness and said sums due at once and payable. In such event, the Secured Party shall have the right to foreclose this instrument in any manner provided by the law of Wyoming, including the right to foreclose the same by advertisement under power of sale and the Mortgagors hereby confer and grant unto the Secured Party a power of sale, as provided by the appropriate state law, to sell said collateral. All sums and indebtedness mentioned in this instrument are hereby acknowledged, agreed, and declared to be a lien, until paid, on all of said collateral secured hereby, and on all the rents, issues, profits, proceeds, and products therefrom.

At foreclosure, pursuant to the preceding paragraph and upon receipt of the sale price in cash, Secured Party is hereby authorized and directed to convey the collateral so sold to the purchaser or purchasers thereof with a general warranty binding upon the Mortgagors, their successors and assigns. The power of sale conferred and granted hereunder shall not be exhausted by one or more such sales and the Secured Party may conduct other and successive sales until all the collateral is legally sold and until the

indebtedness and all amounts secured hereby have been paid. Nothing set forth herein shall prevent Secured Party from becoming a purchaser of any or all of the collateral hereunder at any such sale.

The proceeds of any sale of the collateral, or any part thereof will be applied as follows:

(a) first, to the payment of all expenses incurred by the Mortgagee in connection therewith including, without limiting the generality of the foregoing, court costs, legal fees and expenses, fees of accountants, engineers, consultants, agents or managers and expenses of any entry or taking of possession, holding, valuing, preparing for sale, advertising, selling and conveying;

(b) second, to the payment of the obligations described in Section 1 above; and

(c) third, any surplus thereafter remaining to Mortgagors or Mortgagors' successors or assigns, as their interests may be established to Mortgagee's reasonable satisfaction.

SECTION 10
POSSESSION AND CONTROL OF COLLATERAL

In the event the Secured Party forecloses the lien created by this instrument under the terms hereof, it is empowered to take immediate possession of any collateral and having taken possession, the Secured Party, pending foreclosure and sale and during the period of redemption, if any, are and shall be entitled to have a receiver appointed or to the extent that such operating receiver in foreclosure might do, itself may manage, control, operate, work, use, develop, repair, renew, replace, alter, add to and improve the collateral, or any part thereof, and continue the business thereon in connection therewith, and receive all rents, issues, profits, returns and income therefrom, and apply the proceeds first to cover its own costs and expenses, and pay itself reasonable compensation for so acting, and second, to the payment of the interest and the principal due on any of the said indebtedness.

SECTION 11
APPRAISEMENT, REDEMPTION, ADDITIONAL INSTRUMENTS, AND VALIDITY

The Mortgagors hereby expressly waive the appraisement of said collateral, and to the extent permitted by applicable law all benefits of any redemption laws now or hereafter in force and consent that any foreclosure pursuant hereto shall provide for the sale or assignment of said collateral as a whole or in parcels at the Secured Party's election. The Mortgagors agree to make, execute and deliver all such further instruments and do and perform any further acts which may be necessary or desired by the Secured Party in order to fully vest in the Secured Party a first and subsisting valid lien upon and security interest in all of the said collateral, or as may be necessary in order to show a subsisting lien or security interest in favor of the Secured Party.

Should any provisions of this instrument be held or found to be invalid or unenforceable by a court of competent jurisdiction, none of the other provisions hereof shall be affected thereby. An election or failure of the Secured Party to exercise any right or remedy existing hereunder shall not constitute a waiver of such right or remedy or prejudice the exercise of any right or remedy given hereunder.

SECTION 12
CUMULATIVE RIGHTS

All rights, titles, interests, liens, privileges, and equities existing under this instrument, the Note, and any and all other instruments in connection herewith shall be cumulative, and not exclusive. The Secured Party shall have the right to proceed in such manner as it might elect under any and all said instruments and against any and all of the land, interests, and properties covered by these instruments without prejudicing any rights existing under any of the other instruments or hereunder. Mortgagors agree that a waiver of any particular default by the Secured Party or the Secured Party's failure or neglect to take any action in connection with the indebtedness or any other sums secured hereby shall not prejudice the rights of the Secured Party hereunder and shall not constitute a waiver of such defaults and shall not prevent any acts in being taken at a later time by Secured Party with reference to any such rights granted hereunder.

SECTION 13
CHARACTERIZATION OF THIS INSTRUMENT

This instrument will be deemed to be and may be enforced from time to time as a chattel mortgage, contract, financing statement, real estate mortgage or security agreement, and from time to time, as any one or more thereof is appropriate and proper under applicable state law.

SECTION 14
SUCCESSORS AND ASSIGNS

This instrument shall be binding on and inure to the benefit of the respective successors and assigns of the parties, however, Mortgagors shall not assign their obligations hereunder without Mortgagee's prior written consent.

SECTION 15
ADDRESSES

For purpose of this instrument the address of the Secured Party shall be 3415 South Clayton Boulevard, Englewood, Colorado 80113-7611, Attention: Joe Freeman; and the address of the Mortgagors shall be P.O. Box 36157, Denver, Colorado, 80236-0157. Any party may change his or its address for purposes of this section by giving written notice of such change to the other party in accordance with the provisions hereof.

SECTION 16
CAPTIONS AND TITLES

The captions, titles, paragraphs and headings throughout this instrument are for convenience and reference only, and shall not be held to explain, modify, amplify or aid in the interpretation of instruction or meaning of the provisions of this instrument, nor to define, limit, or describe the scope or intent of a particular paragraph.

SECTION 17
COUNTERPARTS

This Mortgage may be executed in several counterparts all of which are identical except that to facilitate recording, the portion of Exhibit A which contains specific property descriptions located in the recording jurisdiction is set forth on specific counterparts and all other properties are included and incorporated by reference. All counterparts together constitute one and the same instrument. Complete copies of the Mortgage with entire Exhibit A have been retained by the parties.

SECTION 17
ENFORCEABILITY

A determination that any provision of this instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this instrument to any person or circumstance is illegal or unenforceable under any state law shall not affect the enforceability or validity of such provision as it may apply to other persons, circumstances or other state's laws.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed this 7th day of April, 2004.

MORTGAGORS:

By: Crystal Oswald, as Trustee for the Oswald Family Trust, dated April 27, 1998

By: Louis A. Oswald, III

MORTGAGEE AND SECURED PARTY:

Freeman Investments

By: _____
Joe Freeman

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

Before me, Jesse White, a notary public for the State of Colorado, on this day personally appeared Crystal H. Oswald, as Trustee of the Oswald Family Trust, dated April 27, 1998, 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 name and official seal this 7th day of April, 2004, A.D.

My commission expires: 6-19-06

_____
Notary Public

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

Before me, Jesse White, a notary public for the State of Colorado, on this day personally appeared Louis A. Oswald, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my name and official seal this 7th day of April, 2004, A.D.

My commission expires: 6-19-06

_____
Notary Public

563

564

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

Before me, Jesse Lee White, a notary public for the State of Colorado, on this day personally appeared Joe Freeman, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the sole proprietor of Freeman Investments, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my name and official seal this 7th day of April, 2004, A.D.

My commission expires: 6-19-06

Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"
MORTGAGED PROPERTY

Twenty-five percent (25%) of a 0.625% net Overriding Royalty Interest in:
Township 30 North, Range 108 West, 6th P.M.
Section 22: NW/4, W/2SW/4, SE/4SW/4, SE/4
Section 23: N/2SE/4, SE/4NE/4, S/2
Sublette County, Wyoming

Twenty-five percent (25%) of a 0.75% net Overriding Royalty Interest in:
Township 29 North, Range 108 West, 6th P.M.
Section 21: All
Section 23: All
Section 24: All
Sublette County, Wyoming

565

566

304323

RECORDED May 27 2004 9:55a M
IN BOOK 127 O&G PAGE 566
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cole

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

CHARLES M. FLOYD, ("Participant"), whose address is 8782 CAMFIELD WAY, FRISCO, TX 75034 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00079802 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00079802 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, wherein Noble shall be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

GWENDA G. FLEISHMAN NOTARY PUBLIC STATE OF TEXAS 09-25-2004

Gwenda G. Fleishman
Notary Public in and for the State of Texas

304324

RECORDED May 27 2004 9:55a M
IN BOOK 127 OAB PAGE 569
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

LAWRENCE J. HELLER, JR. REVOCABLE TRUST, ("Participant"), whose address is 40 COMMERCE LANE, SUITE B, ROCHELLE, VA 22738 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00049141 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00049141 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

572

304325

RECORDED May 27 2004 9:56 AM
IN BOOK 127 OR 6 PAGE 572
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

RUSSELL SCOTT TARBETT, ("Participant"), whose address is 6032 JEREME TRAIL, DALLAS, TX 75252 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00019645 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00019645 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

Gwenda G Fleishman
Notary Public in and for the State of Texas

GWENDA G FLEISHMAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-25-2004

304326

RECORDED Mon 27 2004 9:55AM
IN BOOK 127 046 PAGE 575
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONVEYANCE

(PINEDALE PROPERTIES

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

KEVIN BOSCAMP, ("Participant"), whose address is 4316 ECHO BLUFF DRIVE, PLANO, TX 75024 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00079802 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00079802 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND NOBLE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH NOBLE AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. NOBLE AND PARTICIPANT AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

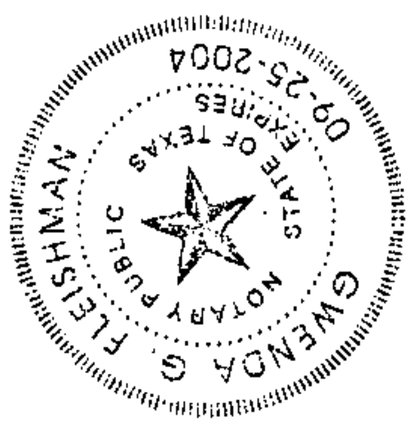
IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

578

304327

RECORDED May 27 2004 9:55AM
IN BOOK 127 OR6 PAGE 578
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

CONVEYANCE

(PINEDALE PROPERTIES)

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

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2003, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), whose address is 13601 Preston Road, Suite 1008W, Dallas, TX 75240, and

MARK STRADER, ("Participant"), whose address is 2021 HICKORY DRIVE, LITTLE ELM, TX 75068 .

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" dated to be effective as of the Effective Time, recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to Noble, covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been or is in the process of being delivered by Noble to Participant and Participant, by its execution hereof, acknowledges a receipt of a copy of the Assignment;

(B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and

(C) Noble desires to sell, assign and convey to Participant an undivided .00079803 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by the parties hereto and the sum of Ten Dollars ($10.00) and other good and valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Noble does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, an undivided .00079803 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and convey shall bear its proportionate share of, all of the terms, provisions, reservations and obligations contained in the Assignment, together with all interests and matters burdening the Interests which appear of record, or which are referenced of record, as of the Effective Time.

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement dated to be effective as of the Effective Time, by and between Noble and Participant, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, Noble and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

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2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above- referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall

remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 1st day of March, 2004, but shall be effective as of the Effective Time.

NOBLE ROYALTIES, INC.

By A. Scott Noble
A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of March, 2004, by A. Scott Noble, as President of NOBLE ROYALTIES, INC., a Texas Corporation, on behalf of said corporation.

Gwenda G. Fleishman
Notary Public in and for the State of Texas

GWENDA G. FLEISHMAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-25-2004

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Susan Samuelson, also known as Susan Anne Samuelson, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is 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 from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto SAS Royalties LLC, a Wyoming flexible limited liability company, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto Assignee, its successors, and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interests and subject to the terms and conditions of the oil and gas leases described in Exhibit "A", the Unit Agreements and Stipulations described on Exhibit "A" and all matters of record, including without limitation, that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000, and recorded August 16, 2000 in Book 115 of Oil & Gas at Page 694 of the records of Sublette County, Wyoming, and Amendments of Assignment of Overriding Royalty Interest recorded August 16, 2000 in Book 115 Oil & Gas at page 682 of the records of 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 WITNESS WHEREOF, this assignment is executed this 2 day of May 2004, to be effective as between the parties as of January 1, 2004.

Susan Samuelson

Susan Samuelson, also known as Susan Anne Samuelson

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

304422

RECORDED June 2 2004 10:15 AM
IN BOOK 127 OF 6 PAGE 581
FEES $ 191.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

The foregoing instrument was acknowledged before me this 2nd day of May 2004, by Susan Samuelson, also known as Susan Anne Samuelson.

My commission expires: Feb. 15. 2005

Witness my hand and official seal.

R. Garaventa

Notary Public

R. GARAVENTA NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 15, 2005

J:\Thompson\SAS Royalties LLC\Corporate\Susan Assignment of Overriding Royalty Interest.wpd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Susan Samuelson, also known as Susan Anne Samuelson, as Assignor and SAS Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
88-361	USA WYW-125943[E]	12/18/91	HBP	T28N R108W Sec 5: Lots 1-4, S/2S/2 Sec 6: Lots 1-5, SE/4SW/4, S/2SE/4 Sec 7: Lots 1-4, E/2, E/2W/2 Sec 18: Lots 1-4, E/2, E/2W/2
88-363	USA WYW-125944[F]	12/18/91	HBP	T28N R108W Sec 8: All T29N R108W Sec 32: All Sec 33: All
88-365	USA WYW-125945[A]	12/18/91	HBP	T28N R108W Sec 15: All Sec 20: All Sec 21: All Sec 22: S/2
88-367	USA WYW-125946[A]	12/18/91	HBU Hacienda Unit	T28N R108W Sec 23: All
88-369	USA WYW-125947[A]	12/18/91	HBU Hacienda Unit	T28N R108W Sec 26: All Sec 27: All Sec 28: All
88-371	USA WYW-125948[A]	12/18/91	HBP	T29N R108W Sec 20: All
88-373	USA WYW-125949[A]	12/18/91	HBP Corona Unit	T29N R108W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 30: Lots 1-4, E/2, E/2W/2 Sec 31: Lots 1-4, E/2, E/2W/2
105-574	USA WYW-125950[G]	12/13/91	HBP	T29N R108W Sec 28: All
88-379	USA WYW-125952[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 13: All Sec 14: All Sec 23: All Sec 24: All
88-381	USA WYW-125953[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 15: W/2 Sec 22: All
88-383	USA WYW-125954[A]	12/13/91	HBP Corona Unit	T29N R109W Sec 25: All

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Susan Samuelson, also known as Susan Anne Samuelson, as Assignor and SAS Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
88-452	USA WYW-126100^	12/31/91	Corona Unit HBP	T29N R108W Sec 7: Lots 1-4, E/2W/2, E/2 T29N R109W Sec 1: Lots 1-4, S/2N/2, S/2 Sec 9: All Sec 10: All Sec 12: W/2
88-456	USA WYW-126474^	2/26/92	Scarlet Unit HBP	T27N R108W Sec 17: SW/4 Sec 18: Lots 1-4, E/2W/2 Sec 19: Lots 1-4, NE/4, E/2W/2 Sec 20: NE/4, S/2
88-455	USA WYW-126473	2/26/92	Scarlet Unit HBP	T27N R108W Sec 4: Lots 1-4, S/2N/2, S/2
79-337	USA WYW-102899[D] (segregated out of WYW-100902)	7/21/86	HBP	T29N R108W Sec 27: All
88-403	USA WYW-107206 (segregated out of WYW-100901)	10/1/87	HBU Hacienda Unit	T28N R108W Sec 13: All Sec 24: All
115-88	USA W-100901	9/29/87	HBU Hacienda Unit	T28N R108W Sec 14: N/2, N/2SW/4, SE/4SW/4, SE/4
88-407	USA WYW-118151^	11/3/89	HBU Hacienda Unit	T28N R108W Sec 1: Lots 1-4, S/2S/2
88-409	USA WYW-118152^	11/3/89	Scarlet Unit HBP	T28N R108W Sec 31: Lots 1-4, E/2, E/2W/2
88-411	USA WYW-118153^	11/3/89	HBU Hacienda Unit	T28N R108W Sec 25: All Sec 34: All Sec 35: All
88-413	USA WYW-118154^	11/3/89	HBP	T29N R108W Sec 9: All Sec 17: All

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88-415	USA WYW-118163^	11/6/89	HBP Corona Unit	T29N R109W Sec 20: All Sec 21: All Sec 28: All
88-417	USA WYW-118164^	11/6/89	HBP Corona Unit	T29N R109W Sec 26: All Sec 27: All
88-471	USA WYW-126676^	4/20/92	HBU Cabrito Unit	T29N R107W Sec 33: N/2NE/4, W/2, SE/4
88-470	USA WYW-126677^	4/20/92	HBU Cabrito Unit	T29N R108W Sec 13: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4
84-580	USA WYW-141999^ (segregated out of WYW-118153)	11/3/89	HBU Hacienda Unit	T28N R108W Sec 33: All
88-738	USA WYW-127191^	7/1/92	HBU Hacienda Unit	T28N R107W Sec 18: Lots 1-4, E/2, E/2W/2
88-741	USA WYW-127192^	6/30/92	HBP Cabrito Unit	T29N R107W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 20: NW/4, N/2SW/4, SE/4SW/4 Sec 28: S/2 Sec 29: All
88-744	USA WYW-127193^	6/30/92	HBU Sag (Shallow) Unit	T29N R107W Sec 33: S/2NE/4
88-717	USA WYW-120908^	8/1/90	HBP Cabrito Unit	T29N R107W Sec 17: All Sec 20: E/2 Sec 28: N/2
92-198	USA WYW-127749^	10/16/92	HBP	T29N R108W Sec 15: All Sec 22: All Sec 26: All
92-202	USA WYW-127854^	11/4/92	HBP	T27N R107W Sec 19: Lots 1-4, E/2, E/2W/2 Sec 20: All Sec 21: All

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92-12	USA WYW-128703^	2/26/93	HBP	T29N R108W Sec 10: All Sec 14: N/2, N/2SW/4, SE/4
93-321	USA WYW-130232^	8/27/93	HBP Corona Unit	T28N R109W Sec 11: All
94-461	USA WYW-130730[I]	11/1/93	HBP Corona Unit	T28N R109W Sec 2: Lots 1-4, S/2S/2 Sec 3: Lots 1-4, S/2S/2 T29N R109W Sec 34: N/2NW/4, S/2
96-554	USA WYW-114848	2/01/89	HBU Scarlet Unit	T27N R109W Sec 11: NW/4NE/4, W/2 Sec 23: W/2W/2
115-84	USA WYW-115608	4/01/89	HBU Scarlet Unit	T27N R108W Sec 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
105-549	USA WYW-102717[L]	11/18/86	HBP Cabrito Unit	T29N R107W Sec 30: Lots 3, 4, E/2SW/4, NE/4 Sec 31: Lots 3,4, E/2SW/4, NE/4
94-461	USA WYW-141883[J] (Segregated from WYW-130730)	11/1/93	HBP	T28N R109W Sec 12: All Sec 13: All
88-371	USA WYW-141878^ (Segregated from WYW-125948)	12/18/91	HBP Corona Unit	T29N R108W Sec 18: Lots 1-4, E/2W/2, E/2
WY 105-566	USA WYW-141879[K] (Segregated from WYW-125949)	12/18/91	HBP	T29N R108W Sec 29: All
93-321	USA WYW-141882^ (Segregated out of WYW-130232)	8/27/93	HBP	T28N R109W Sec 1: Lots 1,2, S/2SE/4
115-88	USA WYW-141998 (Segregated out of WYW-107206)	10/1/87	HBU Hacienda Unit	T28N R108W Sec 12: All

585

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
88-369	USA WYW-142000^ (Segregated out of WYW-125947)	12/18/91	HBU Hacienda Unit	T28N R108W Sec 29: All
92-198	USA WYW-141756^ (Segregated out of WYW-127749)	11/1/92	HBP Cabrito Unit	T29N R108W Sec 25: All
88-470	USA WYW-144998 (Segregated out of WYW-126677)	4/20/92	HBP	T29N R108W Sec 3: SW/4NW/4, SW/4, SW/4SE/4 Sec 11: SW/4NW/4, SW/4, SW/4SE/4
88-455	USA WYW-147795^ (Segregated from WYW-126473)	2/26/92	HBP Scarlet Unit	T27N R108W Sec 5: Lots 1-4, S/2N/2, S/2 Sec 8: All
88-738	USA WYW-147797^ (Segregated from WYW-127191)	7/1/92	HBU Hacienda Unit	T28N R107W Sec 5: S/2 Sec 17: All
97-519	USA WYW-131987	3/2/94	3/31/04	T30N R107W Sec 15: NE/4, SW/4 Sec 22: NE/4, SW/4 Sec 27: NE/4, SW/4
88-717	USA WYW-141753 (Segregated out of lease WYW-120908)	7/13/90	HBP	T29N R107W Sec 10: S/2 Sec 15: All Sec 21: All Sec 22: All Sec 23: All Sec 27: All
97-521	USA WYW-118148	11/8/89	HBP	T30N R107W Sec 20: E/2NE/4 Sec 29: NE/4, SW/4 Sec 30: E/2NE/4 Sec 31: Lots 3,4,E/2SW/4, NE/4 Sec 32: NE/4, SW/4 Sec 33: W/2NW/4
88-470	USA WYW-141754 (Segregated out of WYW-126677)	4/20/92	HBU Warbonnet Unit	T30N R108W Sec 33: SW/4NW/4, SW/4, SW/4SE/4
88-471	USA WYW-134684^ (Segregated out of WYW-126676)	5/01/92	HBU Sag (Shallow) Unit	T29N R107 Sec 32: All

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Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
12-43	USA W 016161	7/1/52	HBP	T30N R108W Sec 14: NE/4NW/4, S/2NW/4
12-113	USA W 06269	6/1/51	HBP	T31N R109W Sec 13: All Sec 14: E/2, except Pinedale Federal 1-14 wellbore in NE/4NE/4 Sec 24: N/2, SE/4, E/2SW/4 Sec 25: All
12-106	USA W 06270	6/1/51	HBP	T31N R109W Sec 2: SW/4 less and except Pinedale 13-2A wellbore in SW/4SW/4, Lots 3, 4, S/2NW/4, SE/4 Sec 3: Lots 1-4, S/2N/2, S/2 Sec 10: NE/4, NW/4SE/4 Sec 11: N/2NW/4 Sec 12: Lots 8, 10, SE/4SW/4
12-127	USA W 06286	6/1/51	HBP	T32N R109W Sec 27: S/2 Sec 28: SE/4 Sec 33: E/2 Sec 34: All Sec 35: SW/4
12-246	USA W 026026	4/1/50	HBP	T31N R109W Sec 12: Lot 5, All of the bed of the New Fork River between mean high water and medial lines thereto in front of and appurtenant to Lots 5, 6, 7 of Section 12 and Lots 7 and 8 of Section 15
12-251	USA W 026025	4/1/50	HBP	T31N R109W Sec 23: E/2 Sec 24: W/2SW/4 Sec 14: SW/4, S/2NW/4
12-144	USA W 015314	6/1/52	HBP	T30N R108W Sec 9: S/2 Sec 10: S/2 Sec 14: SW/4 Sec 15: All

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12-179	USA W 015316	5/6/52	HBP	T30N R108W Sec 4: Lots 3, 4, S/2NW/4, S/2 Sec 9: N/2 Sec 10: NW/4 T31N R108W Sec 29: SE/4 Sec 32: E/2E/2 Sec 33: SW/4
12-36	USA W 016162	7/1/52	HBP	T30N R108W Sec 11: SW/4
12-226	USA W 018039	10/1/52	HBP	T30N R108W Sec 14: NW/4NW/4
	USA WYW-138524	3/4/96	HBP Corona Unit	T29N R109W Sec 6: Lots 3,4,5, SE/4, SE/4NW/4 Sec 8: NW/4, SE/4
111-73	USA WYW-122309[M]	11/1/90	HBU Hacienda Unit	T28N R108W Sec 32: All
92-407	USA WYW-128039[N]	12/22/92	HBP	T28N R109W Sec 10: All Sec 14: All
97-459	USA WYW-133071	8/1/94	HBP Corona Unit	T28N R109W Sec 4: Lot 1, SW/4SE/4 Sec 9: NW/4, SE/4
97-460	USA WYW-133072	8/1/94	HBP Corona Unit	T29N R109W Sec 2: SE/4
97-461	USA WYW-133073	8/1/94	HBP Corona Unit	T29N R109W Sec 34: S/2NW/4
115-161	USA WYW-118162	11/6/89	HBP Corona Unit	T29N R109W Sec 3: SE/4 Sec 7: Lots 1,2, SE/4, E/2NW/4 Sec 11: NW/4, SE/4 Sec 17: NW/4, SE/4

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111-78	USA WYW-124622	7/1/91	HBU Corona Unit	T29N R109W Sec 3: Lots 3,4, S/2NW/4 Sec 4: Lots 3,4, S/2NW/4, SE/4 Sec 5: Lots 3,4, S/2NW/4, SE/4 T30N R109W Sec 33: S/2SE/4
111-83	USA WYW-127204	7/9/92	HBU Corona Unit	T28N R109W Sec 4: Lot 2, SE/4SE/4
81-454	USA WYW-111556	6/1/88	HBP Cabrito Unit	T29N R107W Sec 20: SW/4SW/4
92-407	USA WYW-141881° (Segregated out of WYW-128039)	1/1/92	HBP	T28N R109W Sec 24: All Sec 25: All
97-461	USA WYW-141884 (Segregated out of WYW-133703)	8/1/94	7/31/04	T29N R109W Sec 19: Lot 2, NE/4NW/4 NE/4SE/4, SW/4SE/4
88-403	USA WYW-141885 (Segregated out of WYW-138524)	4/1/96	4/1/06	T29N R109W Sec 18: Lots 1,2, SE/4, E/2NW/4
84-580	USA WYW-141999^ (Segregated out of WYW-118153)	11/3/89	HBU Hacienda Unit	T28N R108W Sec 33: All
97-458	USA WYW-133052	7/12/94	HBP	T30N R107W Sec 17: SW/4 Sec 28: NE/4, SW/4 Sec 34: SW/4
11-231	USA WYW-144994 (Segregated out of WYW-06933)	7/1/51	HBP	T30N R108W Sec 5: Lots 1,2,3,4, S/2N/2, S/2 Sec 8: N/2 T31N R108W Sec 30: E/2 Sec 32: W/2W/2

590

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11-238	USA WYW-144996 (Segregated out of WYW-06934)	7/1/51	HBP	T30N R108W Sec 6: Lots 1, 2, S/2NE/4 T31N R108W Sec 29: W/2 Sec 31: E/2E/2
97-457	USA WYW-150655 (Segregated out of WYW-133051)	7/12/94	HBP	T29N R107W Sec 4: Lots 1,2, S/2NE/4, SW/4 Sec 5: Lots 1,2, S/2NE/4, SW/4 Sec 6: Lots 1,2,6, S/2NE/4, E/2SW/4 Sec 10: SW/4NW/4 T30N R107W Sec 33: NE/4, SW/4
	USA WYW-137342	8/21/95	8/31/05	T29N R107W Sec 1: Lots 1,2,3,4, S/2N2, S/2 Sec 2: Lots 1,2,3,4, S/2N/2, S/2 Sec 3: Lots 1,2, S/2NE/4, SE/4 Sec 10: NE/4, SE/4NW/4
	USA WYW-142261	8/1/97	HBP	T29N R107W Sec 7: N/2NE/4 Sec 8: NW/4 Sec 9: N/2N/2 Sec 10: N/2NW/4
12-151	USA WYW-144993 (Segregated out of W-6283)	6/1/51	HBP	T31N R108W Sec 19: Lots 3,4, NW/4, E/2SW/4 Sec 30: Lots 1,2,3,4, E/2W/2 Sec 31: Lots 1,2,3,4, E/2W/2

A Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 289 of the records of Sublette County, Wyoming.

B Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 129 of the records of Sublette County, Wyoming.

C Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 203 of the records of Sublette County, Wyoming.

D Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.

E Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 38 of the records of Sublette County, Wyoming.

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F Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 94 of the records of Sublette County, Wyoming.

G Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 580 of the records of Sublette County, Wyoming.

H Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 673 of the records of Sublette County, Wyoming.

I Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 168 of the records of Sublette County, Wyoming.

J Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 629 of the records of Sublette County, Wyoming.

K Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 245 of the records of Sublette County, Wyoming.

L Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 113 of Oil & Gas at page 547 of the records of Sublette County, Wyoming.

M Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 32, Township 28 North, Range 108 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin, et al as Overriding Royalty Interest Owners.

N Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 1 of the records of Sublette County, Wyoming.

O Subject to Stipulation of Interests dated effective as of November 30, 1998 covering All of Section 25, Township 28 North, Range 109 West, among McMurry Oil Company, Nerd Enterprises, Inc., Fort Collins Consolidated Royalties, Inc., and Edward Warner as Working Interest Owners and John Martin et al as Overriding Royalty Interest Owners.

* The interests conveyed here are subject to the following Federal Units:

Corona Unit dated October 12, 1996, Serial No. WYW-138876X, covers the following lands: T30N-R109W - S/2S/2 Section 33: T29N-R108W - All of Section 7, 18, 19, 30, 31;
T29N, R109W - All of Sections 1-17, 20-28, 34-36; and T28N-R109W - All of Sections 2,3,4, 9, 10, 11,14
Cabrito Unit dated September 25, 1996, Serial No. WYW-138889X, covers T29N-R107W - All of Section 17, 18, 19, 20, 28-30, 31-33; and T29N-R108W - Section 13, 24, 25
Scarlet Unit dated September 2, 1998, Serial No. WYW-145305X, covers T27N-R108W - All of Sections 5-9, 16-21, 29-32; T28N-R108W - All of Section 31 & 32;
T27N-R109W - All of Section 1-4, 9-16, 22-26, 36; and T28N-R109W - All of Sections 34-36.
Warbonnet Unit dated October 6, 1997, Serial No. WYW-142501X, covers: T30N-R108W - S/2 & NW Section 6, S/2 Section 8, S/2 Section 16, All of Sections 7, 17-23, 26-36, W/2NW/4NW/4 & S/2SW/4 Section 25; and T30N-R109W - All of Section 11-14, 23-26, 35-36.
Hacienda Unit approved February 28, 2001, Serial No. WYW-152376X covering T28N-R107W - the S/2, Lots 1 & 2 of Section 5; SE/4 and Lots 1, 5, 6, 7,8, 9 of Section 6, E/2, E/2W/2, Lots 5-8 of Section 7, all of Sections 8, 17, 18, 19 and 30; T27N-R108W - all of Sections 3 and 4; T28N-R108W - Lots 1-4, S/2S/2 of Sections 1 and 2, all of Sections 11-17, all of Sections 19-30, all of Sections 32-35.
Sag (Shallow) Unit approved October 7, 2003, Serial No. WYW-158744X covering T29N-R107W - all of Section 17; E/2SW/4, SE/4 of Section 18; NE/4, E/2NW/4, SE/4 of Section 19; all of Sections20, 28, 32 and 33; N/2, E/2SW/4, SE/4 of Section 29; NE/4NE/4 of Section 30; Lots 3, 4, S/2NE/4, E/2SW/4, SE/4 of Section 31.

** The interests conveyed here are subject to that certain Amendment of Assignments of Overriding Royalty Interest dated effective June 1, 2000 and recorded August 16, 2000 in Book 115 of Oil & Gas at page 694 of the records of Sublette County, Wyoming and that certain Amendment of Assignments of Overriding Royalty Interest recorded August 16, 2000 in Book 115 of Oil & Gas at page 682 of the records of Sublette County, Wyoming among McMurry Oil Company et al., as "Producers" and Anita Ealum et al., as "Overriding Royalty Owners".

304438

RECORDED June 2 2004 2:55p M
IN BOOK 127 046 PAGE 592
FEES $ 27.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

ELMER L. HERBALY, whose address is 1420 W Canal Ct Ste 150; Littleton, CO 80120 ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

ELMER L. HERBALY AND LORNA M. HERBALY AS TRUSTEES OF THE ELMER L. HERBALY REVOCABLE TRUST DATED MAY 24, 2004
1420 W Canal Ct Ste 150
Littleton, CO 80120

("Assignee"), all of Assignor's right, title and interest in and to the following:

(i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with Assignor's interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;

(ii) The Wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment");

(iii) All Unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and

(iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and

sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and his employees, agents and representatives, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorney's fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of he Interests subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT AND BILL OF SALE 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 ASSIGNOR.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

3. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the 25th day of May, 2004.

ASSIGNOR:

ELMER L. HERBALY

Elmer L Herbaly

ASSIGNEE:

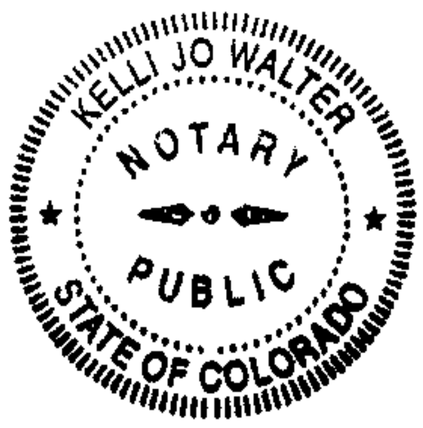
THE ELMER L. HERBALY REVOCABLE TRUST
DATED MAY 24, 2004

By: Elmer L Herbaly
Name: Elmer L. Herbaly
Title: Trustee

By: Lorna M. Herbaly
Name: Lorna M. Herbaly
Title: Trustee

STATE OF COLORADO }
}
COUNTY OF ARAPAHOE }

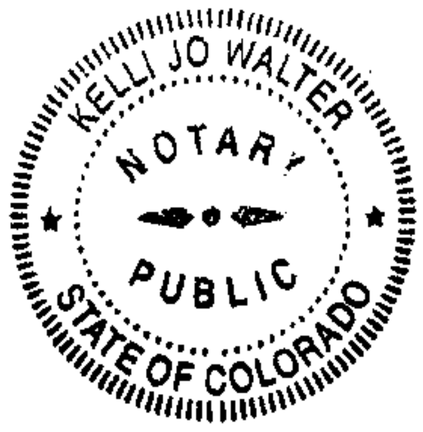
The foregoing instrument was acknowledged before me this 25th day of May, 2004 by **Elmer L. Herbaly.**



By: Kelli Jo Walter
Name: Kelli Jo Walter
Notary Public in and for the State of Colorado
My Commission Expires: May 1, 2007

STATE OF COLORADO }
}
COUNTY OF ARAPAHOE }

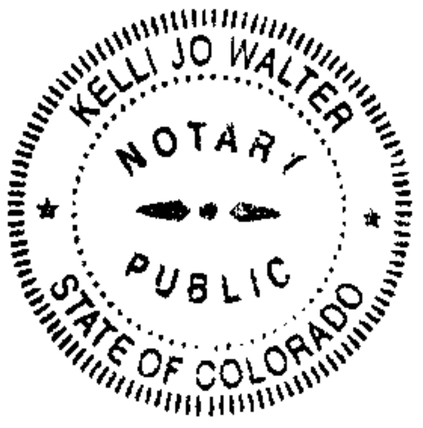
The foregoing instrument was acknowledged before me this 25th day of May, 2004 by **Elmer L. Herbaly, as Trustee of the Elmer L. Herbaly Revocable Trust Dated May 24, 2004.**



By: Kelli Jo Walter
Name: Kelli Jo Walter
Notary Public in and for the State of Colorado
My Commission Expires: May 1, 2007

STATE OF COLORADO }
}
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 25th day of May, 2004 by **Lorna M. Herbaly, as Trustee of the Elmer L. Herbaly Revocable Trust Dated May 24, 2004.**



By: Kelli Jo Walter
Name: Kelli Jo Walter
Notary Public in and for the State of Colorado
My Commission Expires: May 1, 2007

When Recorded Please Return To:
Elmer L. Herbaly
1420 W Canal Ct Ste 150
Littleton, CO 80120

EXHIBIT A

TO THE ASSIGNMENT AND BILL OF SALE DATED MAY 25, 2004 FROM ELMER L. HERBALY AS ASSIGNOR TO ELMER L. HERBALY AND LORNA M. HERBALY AS TRUSTEES OF THE ELMER L. HERBALY REVOCABLE TRUST DATED MAY 24, 2004 AS ASSIGNEE

LEASE #	LESSOR	LESSEE	EFF DATE	Recording Data Book	Page	Township-Range	SEC	DESCRIPTION
WYOMING **Sublette County, WY**								
W-34033	USA	Robert W. David	05/01/72	57	280	T27N R111W	29	NE/4NE/4
W-35398	USA	Helen M. Donaldson	07/01/72	63	605	T27N R111W	8 17	SW/4SE/4 NE/4 Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW4 of Sec. 5, T27N R111W, 6th P.M.
W-51347	USA	Ada Wood	08/01/75	61	447	T27N R111W	5 6 7 8	NW/4 S/2NE/4, SE/4 NE/4 NW/4, N/2SW/4 Limited in depth from the surface of the earth to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW4 of Section 5, T27N R111W, 6th P.M., excluding the wellbore of the Federal #10-5 well
W-53094	USA		01/01/76			T27N R111W	33	Lots 1, 2, NE/4SW/4 Limited in depth from the surface of the earth to the stratigraphic equivalent of 10,035 feet as encountered in the Federal 30-33 well located in the SW4 of Sec. 33, T27N R111W, Sublette County, WY
W-54137	USA	Melvin Meester	04/01/76	64	155	T27N R111W	17 20 33	SE/4 NE/4 Limited in depth from the surface of the ground to the stratigraphic equivalent of the depth drilled in the Federal #40-20 well located in the SE/4SE/4 of Sec. 20, T27N-R111W, Sublette County, WY NW/4SW/4 - all depths
W-59776	USA	Dorothy Langley	09/01/77	64	278	T27N R111W	20	NE4SW4

EXHIBIT A

TO THE ASSIGNMENT AND BILL OF SALE DATED MAY 25, 2004 FROM ELMER L. HERBALY AS ASSIGNOR TO ELMER L. HERBALY AND LORNA M. HERBALY AS TRUSTEES OF THE ELMER L. HERBALY REVOCABLE TRUST DATED MAY 24, 2004 AS ASSIGNEE

LEASE #	LESSOR	LESSEE	EFF DATE	Recording Data Book	Page	Township-Range	SEC	DESCRIPTION
W-62508	USA	R.L. Billings	11/01/78	57	187	T27N R111W	29	W2, W2NE4, SE4NE4, SE4
W-63490	USA	The Superior Oil Company	06/01/78	66	168	T27N R111W	32	Lot 2, N/2SW/4, NW/4 Limited in depth from the surface to a depth of 9,786 feet below the surface
W-63821	USA	James M. Turlington	07/01/78	57	195	T27N R111W	32	Lots 3, 4, N/2SE/4, NE/4
W-64985	USA	L.A. Walstrom, Jr.	10/01/78	57	79	T27N R112W	1 2 2 12	Lots 15,16,17, NW/4SW4 (orig SW/4) Lots 18-25 (orig Lot 8, NE/4SW/4, S/2SW/4, SE/4) Lots 3,4 (orig N/2NW/4) Limited in depth from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Walstrom Federal 30-1 well, located in the SW4 of Sec. 1, T27N R112W, Sublette County, WY
W-64986	USA	Belco Petroleum Corporation	10/01/78	74	522	T27N R111W	11 14	Lots 9-16 (orig S/2) Lots 3,4,5,6 (orig NW/4) Limited in depth from the surface of the earth down to the stratigraphic equivalent of 8,980 feet as encountered in the Federal #20-14 well located in the SW/4NE/4 of Section 14, T27N-R112W, Sublette County, Wyoming
W-67808	USA	Houston G. Williams	06/01/79	62	46	T27N R111W	6 7	N/2NE/4 SE/4
W-67178	USA	Phyllis Hanson	04/01/79	66	419	T27N R112W	1	Lots 5-12 (orig Lots 1-4, S/2N/2) Limited in depth from the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well located in the NE4 of Sec. 1, T27N R112 W, Sublette County, WY

596

EXHIBIT A

TO THE ASSIGNMENT AND BILL OF SALE DATED MAY 25, 2004 FROM ELMER L. HERBALY AS ASSIGNOR TO

ELMER L. HERBALY AND LORNA M. HERBALY AS TRUSTEES OF THE ELMER L. HERBALY REVOCABLE TRUST DATED MAY 24, 2004 AS ASSIGNEE

LEASE #	LESSOR	LESSEE	EFF DATE	Recording Data Book	Page	Township-Range	SEC	DESCRIPTION
W-68117	USA	Ole N. Hanson	07/01/79	59	7	T27N R111W	8	S/2SW/4
							17	W/2
							20	NW/4, NW/4SW/4, SE/4
Wells	Bird Cyn Fedl 20-6					T27N R111W	6	NE/4
	Bird Cyn Fedl 40-6					T27N R111W	6	SE/4
	Bird Cyn Fedl 20-7					T27N R111W	7	NE/4
	Bird Cyn Fedl 40-7					T27N R111W	7	SE/4
	Bird Cyn Fedl 10-8					T27N R111W	8	NW/4
	Bird Cyn Fedl 30-8					T27N R111W	8	SW/4
	Bird Cyn Fedl 10-17					T27N R111W	17	NW/4
	Bird Cyn Fedl 20-17					T27N R111W	17	NE/4
	Bird Cyn Fedl 30-17					T27N R111W	17	SW/4
	Bird Cyn Fedl 40-17					T27N R111W	17	SE/4
	Bird Cyn Fedl 10-20					T27N R111W	20	NE/4
	Bird Cyn Fedl 20-20					T27N R111W	20	NW/4
	Bird Cyn Fedl 30-20					T27N R111W	20	SW/4
	Bird Cyn Fedl 40-20					T27N R111W	20	SE/4
	Bird Cyn Fedl 10-29					T27N R111W	29	NW/4
	Bird Cyn Fedl 20-29					T27N R111W	29	NE/4
	Bird Cyn Fedl 30-29					T27N R111W	29	SW/4
	Bird Cyn Fedl 40-29					T27N R111W	29	SE/4
	Bird Cyn Fedl 10-32					T27N R111W	32	NW/4
	Bird Cyn Fedl 20-32					T27N R111W	32	NE/4
	Bird Cyn Fedl 30-32					T27N R111W	32	SW/4
	Bird Cyn Fedl 40-32					T27N R111W	32	SE/4
	Bird Cyn Condor Fedl 30-33					T27N R111W	33	SW/4
	Bird Cyn Ontario Fedl 10-1					T27N R112W	1	NW/4
	Bird Cyn Hanson Fedl 20-1					T27N R112W	1	NE/4
	Bird Cyn Walstrom Fedl 30-1					T27N R112W	1	SW/4
	Figure Four Cyn 4-12					T27N R112W	12	NW/4
	Figure Four Cyn 11-14					T27N R112W	14	NW/4

597

598

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 2nd day of June, 2004, by MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 2905 Ute Street, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Busnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

J. Archie Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

304440

RECORDED June 2 2004 3:20PM
IN BOOK 127 046 PAGE 598
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

Tom D. Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

MARY HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 2nd day of June, 2004, by MARY HAY.

Witness my hand and official seal.

My commission expires:

LINDA M. FULGHAM-NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 21, 2007

Notary Public

600

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 2nd day of June, 2004, by SUSAN HAY BELL, whose address is 2905 Ute Street, Canon City, Colorado 81212, hereinafter called "Assignee";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 2905 Ute Street, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Busnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

Jason Charles Bell – an undivided one-half interest
3770 Crown Point Drive, #105
San Diego, CA 91209

304441

RECORDED June 2 2004 3:20PM
IN BOOK 127 O&G PAGE 600
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Eban Ellery Bell – an undivided one-half interest
420 Cooper Street
Canon City, CO 81212

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

Susan Hay Bell
SUSAN HAY BELL

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by SUSAN HAY BELL.

Witness my hand and official seal.

My commission expires:

Theda A. Porter
Notary Public

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

601

602

Assignment of Overriding Royalty

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jane Anne Dubitzky hereinafter called assignor, for and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto:

The Jane Ann Dubitzky Revocable Trust
Dated December 17, 2004
Jane Ann Dubitzky, Trustee
520 S 5th Avenue
Bozeman, Montana 59715

Hereinafter called assignee, her heirs and assigns, an overriding royalty of an undivided 1/3 of 1.0% of 8/8ths of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas leases more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event of the leases described covers less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the assignee herein in the proportion which the leases described bears to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF, this instrument is executed May 28, 2004, but effective as of the date of the first production.

ASSIGNOR:

RECORDED June 7 2004 10:00AM
IN BOOK 127046 PAGE 602
FEES $11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

304493

Jane Ann Dubitzky
Jane Ann Dubitzky

STATE OF MONTANA
COUNTY OF GALLATIN

The foregoing instrument was acknowledges before me this 5/28/ 2004, by Jane Ann Dubitzky

Witness my hand and official seal.

TERRY L. DYK NOTARIAL SEAL STATE OF MONTANA

Terry L. Dyk
NOTARY PUBLIC
Terry L. Dyk
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires May 22, 2006

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY

SUBLETTE COUNTY, WYOMING

T29N, R108W, 6th PM

SECTION 21: ALL
SECTION 23: ALL
SECTION 24: ALL

604

Assignment of Overriding Royalty

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jane Anne Dubitzky hereinafter called assignor, for and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto:

The Jane Ann Dubitzky Revocable Trust
Dated December 17, 2004
Jane Ann Dubitzky, Trustee
520 S 5th Avenue
Bozeman, Montana 59715

Hereinafter called assignee, her heirs and assigns, an overriding royalty of an undivided 1/3 of 1.0% of 8/8ths of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas leases more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event of the leases described covers less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the assignee herein in the proportion which the leases described bears to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF, this instrument is executed May 28, 2004, but effective as of the date of the first production.

ASSIGNOR:

304494

RECORDED June 7 2004 10:00 AM
IN BOOK 12704 PAGE 604
FEES $ 11.00 M L L COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Deputy

Jane Ann Dubitzky
Jane Ann Dubitzky

STATE OF MONTANA
COUNTY OF GALLATIN

The foregoing instrument was acknowledges before me this 5/28 2004, by Jane Ann Dubitzky

Witness my hand and official seal.

TERRY L DYK NOTARIAL SEAL STATE OF MONTANA

Terry L Dyk
NOTARY PUBLIC

Terry L. Dyk
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires May 22, 2006

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY

SUBLETTE COUNTY, WYOMING

T30N, R108W

1. Lessor: USA WYW-06933
SECTION 5: All
SECTION 7: NE

2. Lessor: USA WYW-015314
SECTION 8: S/2
SECTION 9: S/2
SECTION 17: N/2

3. Lessor: USA WYW-016161
SECTION 12: All

4: Lessor: USA WYW-143655
SECTION 1: Lot 1, SENE

5: Lessor: USA WYW-018039
SECTION 3: SWSE
SECTION 17: SESE
SECTION 18: NENE

6. Lessor: USA WYW-015316
SECTION 3: SW
SECTION 4: ALL

7. Lessor: USA WYW-016162
SECTION 1: Lots 2-4, SWNE, S/2, S/2NW
SECTION 2: All
SECTION 3: Lots 1-4, S/2N/2, N/2SE, SESE

8. Lessor: USA WYW-06283
SECTION 7: Lots 1, 2, E/2NW

9. Lessor: USA WYW-144994
SECTION 8: N/2

10. Lessor: USA WYW-06934
SECTION 7: Lots 3, 4, E/2SW, SE

11. Lessor: USA WYW-118156
SECTION 17: SW, N/2SE, SWSE
SECTION 18: Lots 1-4, W/2NE, SENE, E/2W/2, SE

12. Lessor: USA WYW-015314
SECTION 14: SW/4
SECTION 15: ALL

13. Lessor: USA WYW-016161
SECTION 13: ALL
SECTION 14: NE/4, N/2SE/4, SE/4SE/4 NE/4NW/4. S/2NW/4

6006

CORRECTION OF LEGAL DESCRIPTION IN ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

WHEREAS, on the 31st day of March, 2004, but effective the 1st day of April 2004, **NEIL A. McMURRY**, also known as **MICK McMURRY**, individually and **NERD ROYALTIES LLC**, a Wyoming Limited Liability Company, whose address is 5410 East 22nd Street, Casper, Wyoming 82609, (collectively called "Assignor"), executed a certain Assignment and Bill of Sale in favor of **PINEDALE CREST ROYALTIES**, a Trade Name in the State of Wyoming only for Noble Royalties, Inc., whose address is 13601 Preston Road, Suite 1008-W, Dallas, Texas, 75240, ("Assignee"), which Assignment is recorded in Volume 127, Page 179, of the Oil and Gas Records of Sublette County, Wyoming, ("Original Assignment") and which Assignment conveyed overriding royalties in certain leases and lands situated in said Sublette County, Wyoming;

AND WHEREAS, it has been discovered that several of the lease tracts were improperly described and that certain tracts were unintentionally omitted from the original assignment;

AND WHEREAS, it is the purpose of this instrument and the intention of Assignor and Assignee to correct the descriptions of the Oil and Gas Leases conveyed in the Assignment;

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) cash in hand paid by the Assignee, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said Assignment definite and certain in respect to the identity of the lands intended to be conveyed thereby, Assignor and Assignee hereby correct the description of the Oil and Gas Lease(s) set out in the Original Assignment by making the following corrections to said Original Assignment:

A. Additions. The property described in "Exhibit A" attached hereto was unintentionally omitted from the Original Assignment is hereby added to the Original Assignment;

B. Deletions. The property described in "Exhibit B" attached hereto was unintentionally included on the Original Assignment, but was, in fact, not owned by the Assignor and is hereby deleted from the Original Assignment; and

C. Corrections. In each of the properties described on "Exhibit C," the Original Assignment described the incorrect legal description. It was the intention of Assignor to convey the corrected legal description described herein in "Exhibit C," and the Original Assignment is hereby corrected to reflect this legal description.

For the same consideration, Assignor does hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER unto Assignee all properties necessary to effectuate this Correction and Assignor and Assignee ratify and confirm the Assignment as to all of its provisions as corrected by this instrument.

IN WITNESS WHEREOF, this Document is executed on this 15 day of May, 2004, but is effective as of the date of said Assignment.

304528
304528

RECORDED June 8 2004 9:55 AM
IN BOOK 127 O+G PAGE 6006
FEES $ 21.00 Mary L Lilly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Mathews

ASSIGNOR

NERD ROYALTIES LLC

By: Neil A. McMurry,
Manager/Member

Neil A. McMurry,
a.k.a. Nick McMurry,
Individually

ASSIGNEE

PINEDALE CREST ROYALTIES, a
Trade name in the State of Wyoming
Only for NOBLE ROYALTIES, INC.

By: A. Scott Noble,
President, Noble Royalties, Inc.

STATE OF Wyoming §
COUNTY OF Natrona §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of May, 2004, by Neil A. McMurry, also known as Mick McMurry, individually and as Manager/Member of Nerd Royalties LLC, a Wyoming Limited Liability Company.

THOMAS R. BLEVINS - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2007

Notary Public
State of Wyoming

STATE OF TEXAS §
COUNTY OF DALLAS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15 day of May, 2004, by A. Scott Noble, as President of Noble Royalties, Inc., a Texas Corporation.

J. D. BRADLEY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
03-23-2008

Notary Public
State of Texas

After recording, please return to:
Noble Royalties, Inc.
13601 Preston Road, Suites 1008-W
Dallas, TX 75240

607

EXHIBIT 'A'

Additions

Attached to and made a part of that certain Correction Assignment and Bill of Sale dated effective April 1, 2004, from Nerd Royalties LLC to Pinedale Crest Royalties, a trade name in the

Oil and Gas Leases Located in Sublette County, Wyoming

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 34	All
410092	USA WYW-131389	Starwood, Inc.	2/1/1994	103	540	Township 32N Range 110W Section 29	W/2, W/2NE/4, LIMITED OT THE DEPTHS BELOW THE FORT UNION FORMATION (as defined in that certain Assignment of Overriding Royalty Interest from Nerd Gas Company, LLC, to Neil A. McMurry, recorded in Volume 121, Page 173, Oil and Gas Records, Sublette County, Wyoming)

608

EXHIBIT 'B'

Deletions

Attached to and made a part of that certain Correction Assignment and Bill of Sale dated effective April 1, 2004, from Nerd Royalties LLC to Pinedale Crest Royalties, a trade name in the

Oil and Gas Leases Located in Sublette County, Wyoming

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description
				Volume	Page		
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 33	W/2NW/4

609

EXHIBIT 'C'

Corrections

Attached to and made a part of that certain Correction Assignment and Bill of Sale dated effective April 1, 2004, from Nerd Royalties LLC to Pinedale Crest Royalties, a trade name in the

Oil and Gas Leases Located in Sublette County, Wyoming

Lease No	Lessor	Lessee	Lease Date	Recording Data		Location	Corrected Legal Description
				Volume	Page		
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 15	NE/4, SW/4
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 22	NE/4, SW/4
410043	USA WYW-131987	Howell R. Spear	3/2/1994	97	519	Township 30N Range 107W Section 27	NE/4, SW/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 29	NE/4, SW/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 30	E/2NE/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 31	Lots 3, 4, E/2SW/4, NE/4
410045	USA WYW-118148	R.K. O'Connell	11/8/1989	97	521	Township 30N Range 107W Section 32	NE/4, SW/4
410060	USA WYW-015316	Fred M. Manning, Jr.	6/1/1952	12	179	Township 31N Range 108W Section 29	E/2
410054	USA W 06286	Donald B. Anderson	6/1/1951	12	127	Township 32N Range 109W Section 33	E/2

0169

[redacted] [redacted] [redacted]

RATIFICATION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lance Oil & Gas Company, Inc., 1099 18th Street, Suite 1200, Denver, CO 80202, for the sum of ONE DOLLAR ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby adopt, ratify and confirm that certain Assignment of Overriding Royalty Interest dated October 6, 1998 by and between Ultra Resources, Inc., as Assignor and Gasconade Oil Company, The Roy Dubitzky Trust and Riggs Oil & Gas Corporation, as Assignees, covering the following described lands in Sublette County, Wyoming, to wit:

Lessor:	USA WYW-015314
Lease Date:	6/1/52
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 30 North, Range 108 West Section 14: SW/4 Section 15: All Section 17: N/2 Section 22: NE/4 Section 23: NW/4
Lessor:	USA WYW-016161
Lease Date:	7/1/52
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 30 North, Range 108 West Section 13: All Section14:NE/4,N/2SE/4, SE/4SE/4, NE/4NW/4, S/2NW/4 Section 24: All

which Assignment is recorded in Book 109 at Page 396 of the records of Sublette County, Wyoming.

AND THEREFORE, for said consideration Lance Oil & Gas Company, Inc. does hereby convey, transfer, assign and deliver without warranty, express or implied, an undivided 5% of 8/8ths overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, in the above described lands for the purposes stated in the Assignment of Overriding Royalty Interest and does further covenant and agree that said Assignment shall be held to cover all right, title and interest of Lance Oil & Gas Company, Inc. in and to said lands with the same force and effect as if Lance Oil & Gas Company, Inc. had joined in the execution thereof.

THIS RATIFICATION shall be binding upon the heirs, successors-in-interest, devisees or assigns of the undersigned.

MAY ~~March~~, IN WITNESS WHEREOF, this instrument is signed on this 11TH day of 2004.

Lance Oil & Gas Company, Inc.

By: _____
Its Attorney-in-Fact

Ultra Resources, Inc.

By: Rob Dubitzky
Its Attorney-in-Fact

304534

RECORDED June 8 2004 12:20PM
IN BOOK 127 O+G PAGE 611
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

612

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11TH day of May, 2004, before me personally appeared Mark R. Petry, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Mark R. Petry acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of May 2004.

My Commission Expires:

9-11-2007

Notary Public

GRETCHEN M DARNAY
Notary Public
State of Colorado

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11th day of May, 2004, before me personally appeared ROBIN BENKO, to me personally known, who, being by me duly sworn, did say that he/she is the ATTORNEY·IN·FACT of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said ROBIN BENKO acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of MAY 2004.

My Commission Expires:

4.10.06

Notary Public

NICKI M. SMALDONE
NOTARY
PUBLIC
STATE OF COLORADO

RATIFICATION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lance Oil & Gas Company, Inc., 1099 18th Street, Suite 1200, Denver, CO 80202, for the sum of ONE DOLLAR ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby adopt, ratify and confirm that certain Assignment of Overriding Royalty Interest dated August 5, 1998 by and between Ultra Resources, Inc., as Assignor and Gasconade Oil Company, The Roy Dubitzky Trust and Riggs Oil & Gas Corporation, as Assignees, covering the following described lands in Sublette County, Wyoming, to wit:

Lessor:	USA WYW-144994
Lease Date:	7/1/51
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 30 North, Range 108 West Section 8: N/2 Township 31 North, Range 108 West Section 30: E/2 Section 32: W/2

which Assignment is recorded in Book 109 at Page 437 of the records of Sublette County, Wyoming.

AND THEREFORE, for said consideration Lance Oil & Gas Company, Inc. does hereby convey, transfer, assign and deliver without warranty, express or implied, an undivided 5% of 8/8ths overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, in the above described lands for the purposes stated in the Assignment of Overriding Royalty Interest and does further covenant and agree that said Assignment shall be held to cover all right, title and interest of Lance Oil & Gas Company, Inc. in and to said lands with the same force and effect as if Lance Oil & Gas Company, Inc. had joined in the execution thereof.

THIS RATIFICATION shall be binding upon the heirs, successors-in-interest, devisees or assigns of the undersigned.

MAY ~~March~~, 2004 IN WITNESS WHEREOF, this instrument is signed on this 11TH day of

Lance Oil & Gas Company, Inc..

By: _____
Its Attorney-in-Fact

Ultra Resources, Inc..

By: Rob Bentz
Its Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

304535

RECORDED June 8 2004 12:20PM
IN BOOK 127+6 PAGE 613
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Soto

On this 11th day of May, 2004, before me personally appeared Mark R. Petry, to me personally known, who, being by me duly sworn, did say that he is the attorney-in-fact of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Mark R. Petry acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of May 2004.

Notary Public

My Commission Expires:
9-11-2007

GRETCHEN M DARNAY
Notary Public
State of Colorado

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11th day of May, 2004, before me personally appeared ROBIN BENKO, to me personally known, who, being by me duly sworn, did say that he/she is the ATTORNEY-IF-FACT of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said ROBIN BENKO acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of May 2004.

Nicki M. Smaldone
Notary Public

My Commission Expires:

4-10-06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

RATIFICATION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lance Oil & Gas Company, Inc., 1099 18th Street, Suite 1200, Denver, CO 80202, for the sum of ONE DOLLAR ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby adopt, ratify and confirm that certain Assignment of Overriding Royalty Interest dated January 29, 1999 by and between Ultra Resources, Inc., as Assignor and Gasconade Oil Company, The Roy Dubitzky Trust and Riggs Oil & Gas Corporation, as Assignees, covering the following described lands in Sublette County, Wyoming, to wit:

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

which Assignment is recorded in Book 110 at Page 568 of the records of Sublette County, Wyoming.

AND THEREFORE, for said consideration Lance Oil & Gas Company, Inc. does hereby convey, transfer, assign and deliver without warranty, express or implied, an undivided 5% of 8/8ths overriding royalty proportionately reduced by Assignor's interest therein, if less than 100%, in the above described lands for the purposes stated in the Assignment of Overriding Royalty Interest and does further covenant and agree that said Assignment shall be held to cover all right, title and interest of Lance Oil & Gas Company, Inc. in and to said lands with the same force and effect as if Lance Oil & Gas Company, Inc. had joined in the execution thereof.

THIS RATIFICATION shall be binding upon the heirs, successors-in-interest, devisees or assigns of the undersigned.

MAY ~~March~~, 2004. IN WITNESS WHEREOF, this instrument is signed on this 11TH day of

Lance Oil & Gas Company, Inc.

By: _____
Its Attorney-in-Fact

Ultra Resources, Inc.

By: _____
Its Attorney-in-Fact

RECORDED June 8 2004 12:20PM
IN BOOK 127046 PAGE 615
FEES $ 34.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

304536

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11th day of May, 2004, before me personally appeared Mark R. Petry, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Mark R. Petry acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of May 2004.

_____
Notary Public

My Commission Expires:

9-11-2007

GRETCHEN M DARNAY
Notary Public
State of Colorado

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11th day of MAY, 2004, before me personally appeared ROBIN BENKO, to me personally known, who, being by me duly sworn, did say that he/she is the ATTORNEY-IN-FACT of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said ROBIN BENKO acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of MAY 2004.

Nicki M. Smaldone
Notary Public

My Commission Expires:

4-10-06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"
Sublette County, Wyoming

WY-1338	WYW-107042	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 30: Lots 1-4, E/2W/2, E/2
WY-1160	WYW-143652	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 107 West Sec 4: Lots 1-4, S/2N/2, S/2 Sec 9: All
WY-1161	WYW-143653	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 107 West Sec 5: Lots 1-4, S/2N/2, SE/4
WY-1132	WYW-016158	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 25: All
WY-1156	WYW-143655	Twp 30 North, Rge 108 West Sec 1: Lt 1, SE/4NE/4

617

618

EXHIBIT "A"
Sublette County, Wyoming

WY-1124	WYW-06269	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 13: All
WY-1125	WYW-06270	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 1: Lots 1-4, S/2NW/4, NW/4SW/4 Sec 9: S/2SE/4 Sec 12: Lots 6-8, 10, S/2SE/4, NE/4SE/4, SE/4SW/4
WY-1150	WYW-143046	Twp 31 North, Rge 109 West Sec 4: Lots 1,2, S/2NE/4, SE/4 Sec 9: N/2NE/4, SW/4NE/4, NW/4SE/4, SE/4NE/4, NE/4SE/4, (excluding 4 acres in RSVR ROW WYW-020645) Sec 21: Lots 2,3,6,9, SW/4NW/4, NE/4SE/4, S/2SE/4, NW/4NW/4, (excluding 3 acres in RSVR ROW WYW-02438) Sec 22: SW/4 Sec 27: W/2NE/4, W/2, SE/4 Sec 34: N/2, E/2SW/4, SE/4
WY-1101	WYW-143374	Twp 31 North, Rge 110 West Sec 12: S/2
WY-1137	WYW-026026	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 12: Lot 9 and the bed of the New Fork River riparian to, Lot 1 of Sec 11; and Lots 8-10 of Sec 12
WY-1179	WYW-124623	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 32: Lot 5, SW/4NE/4, W/2, W/2SE/4
WY-1178	WYW-125139	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 109 West Sec 29: W/2NE/4, W/2
WY-1127	WYW-06286	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 32 North, Rge 109 West Sec 33: E/2
WY-1167	WYW-143659	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 31 North, Rge 108 West Sec 25: NE/4, S/2NW/4, SW/4
WY-1128	WYW-06933	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 5: All
WY-1123	WYW-015314	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 8: S/2 Sec 9: S/2
WY-1133	WYW-016161	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Twp 30 North, Rge 108 West Sec 12: All
WY-1088	WYW-113414	Twp 30 North, Rge 109 West Sec 13: NE/4, NW/4NW/4

LEASE 77524-000
Horsecreek Prospect

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT **EnCana Oil & Gas (USA) Inc.,** a Delaware corporation ("Assignor"), 950 17th Street, Suite 2600, 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, Inc.,** a Delaware corporation ("Assignee"), 600 17th Street, Suite 1100 N, Denver, Colorado 80202 an undivided 40% of Assignor's right, title and interest in, to and under the oil and gas lease described in Exhibit A attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Lease";

This Partial Assignment is made subject to that certain unrecorded Acquisition, Exploration and Development Agreement dated December 18, 2002, by and between Assignor and Assignee and, except as set forth in such agreement, this Partial Assignment is made without warranty of title, either express or implied.

Separate assignments of the interests assigned by this Assignment 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 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 interest conveyed herein.

The terms of this Partial Assignment shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the Lease and the land covered thereby.

IN WITNESS WHEREOF, this instrument is executed this 24th day of May, 2004

ATTEST:

By: _____
Name: _____
Title: _____

ASSIGNOR:

EnCana Oil & Gas (USA) Inc.

By: _____
Name: Jonathan L. Grannis
Title: Attorney-in-Fact

304598

RECORDED June 14 2004 8:20a.M
IN BOOK 127 O&G PAGE 619
FEES $ 14.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNEE:

EOG Resources, Inc.

By: _____
J. Michael Schween
Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2004, by Jonathan L. Grannis, the Attorney-in-Fact of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation.

MARILYN R. TUCKER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/19/2005

_____
Notary Public in and for
The State of Colorado
(Seal)
My Commission expires:_____

Marilyn R. Tucker
950 17th St., Suite 2600
Denver, CO 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of May, 2004, by J. Michael Schween, as Agent and Attorney-in-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of the corporation.

JANICE J. PODOLL NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for
The State of COLORADO
(Seal)
My Commission expires: 9/28/05

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and a part of that certain Partial Assignment of Oil and Gas Lease by and between EnCana Oil & Gas (USA) Inc. and EOG Resources, Inc.

Lessor:	USA WYW-156579
Lessee:	EnCana Oil & Gas (USA), Inc.
Date:	November 1, 2003
Description:	Township 31 North – Range 113 West, 6th P.M. Section 2: SW/4NW/4 Section 3: Lots 1-4, S/2NE/4, SE/4NW/4 Township 32 North – Range 113 West, 6th P.M. Section 24: All Section 25: NE/4, S/2 Section 26: N/2 Sublette County, Wyoming

622

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

Lease Serial No.

WYW-06269

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C 351-359)
Geothermal 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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: E/2SW/4 Section 25: SW/4, NE/4 304631 Sublette County, Wyoming Limited in depth from the stratigraphic equivalent of 200 feet below a depth of 10,000 feet down to 200 feet below the stratigraphic equivalent of 12,800 feet as encountered in the Pinedale Federal 13-19 well located in the SW/4SW/4, Section 19, Township 31 North, Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company.	11.25%	8.4375%	2.8125%	none	of record

RECORDED June 14 2004 3:15p
IN BOOK 187 O&G PAGE 622
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming.

It is the intent of this assignment to be effective with first production from the Pinedale Federal 13-19 Well.

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]

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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26TH day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

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

1099 18th Street, Suite 1200
(Transferor's Address)

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

Executed this 26TH day of May 20 04

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.

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease W-06269
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: [signature]
Title: Gary R. Gardiner, Vice President

Dated 4/23/04

Nerd Energy, Inc.

* By: B. O. Eubanks
Title: **B. O. Eubanks**
Attorney-in-Fact

Dated 5/26/04

McMurry Energy Company

* By: B. O. Eubanks
Title: **B. O. Eubanks**
Attorney-in-Fact

Dated 5/26/04

*** B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company**

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 26 day of May, 2007
by B.O. Eubanks, as Attorney-in-Fact for McMurry Energy Company, a
Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL
****

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 26 day of May, 2007,
by B.O. Eubanks, as Attorney-in-Fact of Nerd Energy, Inc. a
Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL
****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23 day of April, 2007,
by Gary R. Gardiner as, Vice President for Fort Collins Consolidated
Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: Oct 12 2005

SEAL
****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of November 2003, by Mark K. Petry, as Attorney-in-Fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Kathleen Johnson
Notary Public
My commission expires: 9-22-04

SEAL

****

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-144993

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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 19: Lots 3, 4, E/2SW/4 Section 30: Lots 3, 4, E/2SW/4 Sublette County, Wyoming **304632** Limited in depth from the stratigraphic equivalent of 200 feet below a depth of 10,000 feet down to 200 feet below the stratigraphic equivalent of 12,800 feet as encountered in the Pinedale Federal 13-19 well located in the SW/4SW/4, Section 19, Township 31 North, Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. ** Overriding Royalty percentage to be proportionately reduced as to the interest assigned herein. It is the intent of this assignment to be effective with first production from the Pinedale Federal 13-19 Well.	11.25% 11.25%	11.25% 8.4375%	none 2.8125%	3%** none	of record of record

RECORDED June 14 2004 3:15pM
IN BOOK 270+6 PAGE 627
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

(Continued on reverse)

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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26th day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

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

1099 18th Street, Suite 1200
(Transferor's Address)

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

Executed this 26th day of May 20 04

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.

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease WYW-144993
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: _____
Title: Gary R. Gardiner, Vice President
Dated 1/23/04

Nerd Energy, Inc.

* By: B. O. Eubanks
Title: **B. O. Eubanks**
Attorney-in-Fact
Dated 5/26/04

McMurry Energy Company

* By: B. O. Eubanks
Title: **B. O. Eubanks**
Attorney-in-Fact
Dated 5/26/04

*** B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company**

[redacted]

STATE OF TEXAS)
)§
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 26 day of May, 2004 by B.O. Eubanks, as Attorney-in-Fact for McMurry Energy Company, a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF TEXAS)
)§
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 26 day of May, 2004, by B.O. Eubanks, as Attorney-in-Fact of Nerd Energy, Inc. a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23 day of April, 2004, by Gary Gardiner as, Vice President for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: Oct. 12, 2005

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6 day of November 2003, by Mack R. Petry, as Attorney-in-Fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

KATHLEEN [illegible]
NOTARY PUBLIC
STATE OF COLORADO

Kathleen Johnson
Notary Public
My commission expires: 9-22-04

SEAL

632

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-026025

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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: W/2SW/4 Sublette County, Wyoming 304633 Limited in depth from the stratigraphic equivalent of 200 feet below a depth of 10,000 feet down to 200 feet below the stratigraphic equivalent of 12,800 feet as encountered in the Pinedale Federal 13-19 well located in the SW/4SW/4, Section 19, Township 31 North, Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. It is the intent of this assignment to be effective with first production from the Pinedale Federal 13-19 Well.	11.25%	8.4375%	2.8125%	none	of record

RECORDED June 14 2024 3:15 PM
IN BOOK 127046 PAGE 632
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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]

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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26th day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

Transferor _____
(Signature)
or
Attorney-in-fact _____
(Signature)
1099 18th Street, Suite 1200
(Transferor's Address)
Denver (City) CO (State) 80202 (Zip Code)

Executed this 26th day of May 20 04

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.

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease W-026025
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: _____
Title: Gary R. Gardiner, Vice President

Dated 4/23/04

Nerd Energy, Inc.

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

McMurry Energy Company

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

*** B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company**

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2004 by B.O. EUBANKS, as Attorney in-Fact for McMurry Energy Company, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Shell Rocky Mountain Production LLC
successor in interest to

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2004, by B.O. Eubanks, as Attorney-in-Fact of Nerd Energy, Inc. a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Shell Rocky Mountain Production LLC
successor in interest to

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

STATE OF Colorado)
COUNTY OF Denver)§

The foregoing instrument was acknowledged before me this 23 day of April, 2004, by Gary R. Gardiner as, Vice President for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: OCT. 12, 2005

SEAL

635

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of November 2003, by Mark K. Petry, as Attorney-in-Fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Kathleen Fohrman
Notary Public
My commission expires: 9-22-04

SEAL
****

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-144996

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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 31: NE/4	11.25%	8.4375%	2.8125%	none	of record
Township 31 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S/2NE/4 Sublette County, Wyoming	11.25%	8.4375%	2.8125%	none	of record

304634

RECORDED June 14 20 04 3:15 PM
IN BOOK 427 O&G PAGE 637
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Limited in depth to all formations from the Surface to 10,000 as encountered in the New Fork Unit 13-32 well located in the SW/4SW/4, Section 32, Township 31 North, Range 108 West.

This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company.

Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming.

It is the intent of this assignment to be effective with first production from the New Fork Unit 13-32 well.

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)

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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26th day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

Transferor
or
Attorney-in-fact _____
(Signature)

1099 18th Street, Suite 1200
(Transferor's Address)

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

Executed this 26th day of May 20 04

Transferee _____
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.

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease WYW-144996
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: _____
Title: Gary R. Gardiner, Vice President

Dated 4/23/04

Nerd Energy, Inc.

* By: B. O. Eubanks
Title: ~~B. O. Eubanks~~
Attorney-in-Fact

Dated 5/26/04

McMurry Energy Company

* By: B. O. Eubanks
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

*** B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company**

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 26 day of May, 2004 by B.O. Eubanks, as Attorney-in-Fact for McMurry Energy Company, a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 26 day of May, 2004, by B.O. Eubanks, as Attorney-in-Fact of Nerd Energy, Inc. a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23 day of April, 2004, by Gary R Gardner as, Vice President for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: Oct. 12 2005

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of November 2003, by Mark K. Petry, as Attorney-in-fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Kathleen Johnson
Notary Public
My commission expires: 9-22-04

SEAL

****

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-144994

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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 32: SW/4 Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 Sublette County, Wyoming Limited in depth to all formations from the Surface to 10,000 as encountered in the New Fork Unit 13-32 well located in the SW/4SW/4, Section 32, Township 31 North, Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. It is the intent of this assignment to be effective with first production from the New Fork Unit 13-32 well. ** Overriding Royalty percentage to be proportionately reduced as to the interest assigned herein.	11.25% 11.25%	11.25% 8.4375%	none 2.8125%	3%** none	of record of record

304635

RECORDED June 14 2004 3:15p M
IN BOOK 127 OR 6 PAGE 642
FEES $ 20.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

(Continued on reverse)

[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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26th day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

Transferor _____
(Signature)
or
Attorney-in-fact _____
(Signature)
1099 18th Street, Suite 1200
(Transferor's Address)
Denver (City) CO (State) 80202 (Zip Code)

Executed this 26th day of May 20 04

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.

644

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease WYW-144994
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: _____
Title: Gary R. Gardiner, Vice President

Dated 4/23/04

Nerd Energy, Inc.

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

McMurry Energy Company

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

* B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2004 by B.O. Eubanks, as Attorney-in-Fact for McMurry Energy Company, a DELAWARE corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

SEAL

****

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2003, by B.O. Eubanks, as Attorney-in-Fact of Nord Energy, Inc., a DELAWARE corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC
successor in interest to

Witness my hand and official seal.

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

SEAL

****

STATE OF Colorado)
COUNTY OF Denver)§

The foregoing instrument was acknowledged before me this 23 day of April, 2004, by Gary R. Gardiner as, Vice President for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: Oct. 12, 2005

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of Nov., 2003, by Mack R. Petry, as Attorney-in-Fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Kathleen Lohmann
Notary Public
My commission expires: 9-22-04

KATHLEEN LOHMANN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires Sept. 22, 2004

SEAL

****

Form 3000-3a
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

Lease Serial No.

WYW-015316

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)* MCMURRY ENERGY COMPANY 50.51%
Street P. O. BOX 2030
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 32: NE/4 Sublette County, Wyoming **304636** Limited in depth to all formations from the Surface to 10,000 as encountered in the New Fork Unit 13-32 well located in the SW/4SW/4, Section 32, Township 31 North, Range 108 West. This assignment is made subject to the terms and conditions of Farmout Agreement dated July 16, 1996 between Meridian Oil Inc. and McMurry Oil Company. Also subject to that certain Agreement for Assignment of NOVI leases and for Net Profits Interest dated March 31, 1954, among NOVI Oil Company, Malco Refineries, Inc., El Paso Natural Gas Company and Continental Oil Company recorded October 24, 1954 in Book 14 O&G at Page 37 of the records of Sublette County, Wyoming. It is the intent of this assignment to be effective with first production from the New Fork Unit 13-32 well.	11.25%	8.4375%	2.8125%	none	of record

RECORDED June 14 20 04 3:15 PM
IN BOOK 127 O&G PAGE 1047
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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)

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.

Fort Collins Consolidated Royalties, Inc. 24.23%
c/o EnCana Oil & Gas Company
950 17th Street, Suite 2600
Denver, Colorado, 80202

Nerd Energy, Inc. 25.26%
P. O. Box 3003
Casper, Wyoming, 82602

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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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 26th day of May 20 04

Name of Transferor as shown on current lease Lance Oil & Gas Company, Inc.
(Please type or print)

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

1099 18th Street, Suite 1200
(Transferor's Address)

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

Executed this 26th day of May 20 04

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.

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Transfer
of Operating Rights affecting USA Oil & Gas Lease WYW-015316
From Lance Oil & Gas Company, Inc. to
McMurry Energy Company. et al

Signature of Transferees

Fort Collins Consolidated Royalties Inc.

By: _____
Title: Gary R. Gardiner, Vice President

Dated 4/23/04

Nerd Energy, Inc.

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

McMurry Energy Company

* By: _____
Title: B. O. Eubanks
Attorney-in-Fact

Dated 5/26/04

*** B. O. Eubanks, Attorney-in-Fact for Shell Rocky Mountain Production LLC, successor in interest to both NERD Energy, Inc. and McMurry Energy Company**

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2004 by B.O. Eubanks, as Attorney-In-Fact for McMurry Energy Company, a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC, successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 26 day of May, 2004, by B.O. Eubanks, as Attorney-In-Fact of Nerd Energy, Inc. a Delaware corporation, on behalf of the corporation.

Shell Rocky Mountain Production LLC, successor in interest to

Witness my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public
My commission expires: 6-14-2007

SEAL

****

STATE OF Colorado)
COUNTY OF Denver)§

The foregoing instrument was acknowledged before me this 23 day of April, 2004, by Gary B. Gardipee as, Vice President for Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

SUZANNE SCHIMPELER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2005

Suzanne Schimpeler
Notary Public
My commission expires: Oct. 12 2005

SEAL

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of Nov, 2003, by Mack K. Petcy, as Attorney-in-Fact for Lance Oil & Gas Company, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Kathleen Lohmann
Notary Public
My commission expires: 9-22-04

KATHLEEN LOHMANN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires Sept. 22, 2004

SEAL

652

ROYALTY DEED

RECORDED June 17 2004 1:35 pM
IN BOOK 127 046 PAGE 652
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cat

304701

KNOW ALL MEN BY THESE PRESENTS, That

E & M Oil Corp.
P.O. Box 796
Billings, Montana 59103

hereinafter called the Grantor (whether one or more) for and in consideration of the sum of Ten and More Dollars and other good and valuable consideration, in hand paid by

John Fredlund and Bess Snyder Fredlund, husband and wife,
as joint tenants with right of survivorship
P.O. Box 1362
Billings, Montana 59103

hereinafter called Grantee, the receipt of which is hereby acknowledged and confessed, does hereby sell, assign, transfer, convey and set over unto the said Grantee a royalty interest of One-half of one percent of one hundred percent of eight-eighths (1/2 of 1% of 100% of 8/8ths) of all of the oil, gas and other minerals produced and saved from the hereinafter described lands, located in the County of Sublette, State of Wyoming, to wit:

Township 31 North, Range 108 West, 6th PM
Section 5: Lot 4, SW¼NW¼
Section 6: Lots 1, 2, S½NE¼

Township 32 North, Range 108 West, 6th PM
Section 32: S½SW¼

containing 320.29 acres, more or less, according to the Government official survey thereof:

This conveyance includes all accrued royalties for the within described lands; and Grantor agrees to execute all necessary documents and curative instruments that may be deemed reasonably necessary to perfect the title into Grantee.

TO HAVE AND TO HOLD unto the said Grantee, their heirs, administrators and assigns, said royalty interest above set forth, the said oil, gas and other minerals so produced and saved from said lands to be delivered free of cost to the royalty owner in the pipe lines serving said premises or tanks erected thereupon for the purpose of storing such products; and Grantor does hereby assign said royalty interest under the lease now covering said lands as well as any lease, or leases that may be hereafter made covering said premises, and does agree to warrant and defend the title to the same and that Grantor has lawful authority to sell and convey said royalty interest.

WITNESS my hand this 14th day of June, 2004.

E & M Oil Corp.

By: Fred W. Marble

Fred W. Marble, President
(also known as Fred Marble,
also known as Fred W. Marble III)

ACKNOWLEDGMENT

State of Montana)
) ss.
County of Yellowstone)

On this 14th day of June, 2004, before the undersigned, a Notary Public within and for said County and State, personally appeared Fred W. Marble, of E & M Oil Corp., a corporation, and he acknowledged to me that he executed the within instrument in his official and lawful capacity on behalf of said corporation.

My Commission Expires:

3/27/2007

BARBARA S. PRESTRUD NOTARIAL SEAL STATE OF MONTANA

Barbara S. Prestrud
Notary Public for the State of Montana
(Print Name): BARBARA S. PRESTRUD
Residing at Billings, Montana

654

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2004 MAY 10 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.

See Exhibit "A" attached

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.

WY-97288

PART A: TRANSFER

Transferee (Sublessee)* **Shama Zoe Limited Partnership**
Street **7128 S. Poplar Lane**
City, State, ZIP Code **Englewood, CO 80112**

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty 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	100%	100%	none	n/a	7.5% of 8/8ths

Limited as to those depths below the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open-hole logs at the referenced depth of the closest of the following six (6) referenced wells:

-1 7,262' in the Cottonwood #32-33 well, located in the SWNE of Sec. 33-T32N-R111W;
-2 8,535' in the Mesa Federal #22-2 well, located in the SENW of Sec. 2-T31N-R110W;
-3 6,870' in the Billy #33-16 well, located in the NWSE of Sec. 16-T31N-R111W;
-4 6,790' in the Ross "A" Federal #13-19 well, located in the NWSW of Sec. 19-T30N-R110W;
-5 8,010' in the Paradise #23-31 well, located in the NESW (Lot 7) of Sec. 31-T31N-R109W;
-6 8,686' in the Luman #11-25 well, located in the NESW of Sec. 25-T32N-R110W.

All of the above six (6) wells are located in Sublette County, Wyoming.

304702
RECORDED June 17 2004 1:35 PM
IN BOOK 127 OPR PAGE 654
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Transfer approved effective JUN 01 2004

By **/s/ Pamela J. Lewis** (Authorized Officer) **Chief, Fluid Minerals Adjudication** (Title) MAY 25 2004 (Date)

(Continued on reverse)

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.

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of March, 2004

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

Transferor Dan C. Perry, President
(Signature)

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

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 5th day of May 2004

SHAMA ZOE LIMITED PARTNERSHIP

Transferee By Gilman A. Hill
(Signature)

or Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

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

656

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 30th day of March, 2004, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

LISA D. SCALF
MY COMMISSION EXPIRES
July 1, 2006

Lisa D. Scalf
NOTARY PUBLIC, State of Texas

My Commission Expires:
July 1, 2006
~~October 5, 2007~~

~~Amy E. Ingo~~ Lisa D. Scalf
(Printed Notary Name)

Exhibit "A"
attached to Transfer of Operating Rights from Aztec Energy Corporation to Shama Zoe Limited Partnership dated ~~March 29~~ April 30, 2004

All lands located in Sublette County, Wyoming

Serial Number	Original Lessee of Record	Lease Effective Date	Recording Information	Land Description	Number of Acres
WYW-097288	Gilman A. Hill	01/01/86	Book 98, Page 467	Township 31 North, Range 110 West, 6th P.M. Sec. 6: E/2SW/4 Sec. 7: NE/4SW/4 Sec. 18: Lots 2,3,4, SE/4NW/4, E/2SW/4, W/2SE/4, SE/4SE/4, being 452.41 acres, m/l	452.41
WYW-131390	CNG Producing Company	02/01/94	Book 104, Page 399	Township 32 North, Range 110 West, 6th P.M. Sec. 31: Lots 1-4, E/2W/2, E/2, being 602.49 acres, m/l	602.49
WYW-153408	CNG Producing Company	02/01/94	Book 104, Page 399	Township 32 North, Range 110 West, 6th P.M. Sec. 32: NW/4, N/2SW/4, SW/4SW/4, being 280.00 acres, m/l	280.00
WYW-131387	Starwood, Inc.	02/01/94	Book 103, Page 536	Township 32 North, Range 110 West, 6th P.M. Sec. 15: ALL, being 640.00 acres, m/l	640.00
WYW-129702	John P. Strang	08/01/93		Township 31 North, Range 111 West, 6th P.M. Sec. 2: SW/4NW/4, NW/4SW/4 Sec. 11: S/2NW/4 Sec. 13: S/2N/2, N/2SW/4, SE/4SW/4, SE/4 being 600.00 acres, m/l	600.00

Exhibit "A"
attached to Transfer of Operating Rights from Aztec Energy Corporation to Shama Zoe Limited Partnership dated ~~March 29~~ April 30, 2004

All lands located in Sublette County, Wyoming

Serial Number	Original Lessee of Record	Lease Effective Date	Recording Information	Land Description	Number of Acres
WYW-130319	Shama Zoe Limited Partnership	10/01/93	Book 98, Page 682	Township 31 North, Range 111 West, 6th P.M. Sec. 12: NW/4NE/4, being 40.00 acres, m/l	40.00
WYW-135433	Liberty Petroleum Corporation	11/01/86	Book 98, Page 472	Township 31 North, Range 110 West, 6th P.M. Sec. 6: Lots 1-7, SW/4NE/4, SE/4NW/4, W/2SE/4 Sec. 7: Lots 1, 2, W/2NE/4, E/2NW/4, SE/4 Sec. 18: NE/4NE/4, being 824.82 acres, m/l	824.82
WYW-153410	Liberty Petroleum Corporation	11/01/86	Book 98, Page 472	Township 31 North, Range 110 West, 6th P.M. Sec. 17: NW/4, being 160.00 acres, m/l	160.00
WYW-101774	Liberty Petroleum Corporation	11/01/86	Book 98, Page 472	Township 31 North, Range 111 West, 6th P.M. Sec. 1: Lots 1, 2, S/2NE/4, SE/4 Sec. 12: NE/4NE/4, being 359.84 acres, m/l	359.84
WYW-133084	Shama Zoe Limited Partnership	07/31/94	Book 98, Page 709	Township 33 North, Range 110 West, 6th P.M. Sec. 28: W/2W/2, E/2SW/4 Sec. 33: W/2W/2, NE/4NW/4, W/2SE/4, SW/4NE/4 being 560.00 acres, m/l	560.00

858

Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2004 MAY 10 AM 8:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

See Exhibit "A" attached

Type or print plainly in ink and sign in ink.

W-101779

PART A: TRANSFER

Transferee (Sublessee)* **Shama Zoe Limited Partnership**
Street **7128 S. Poplar Lane**
City, State, ZIP Code **Englewood, CO 80112**

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty 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	**20%**	**20%**	**none**	**n/a**	***7.5% of 8/8ths**

***proportionately reduced to the leasehold interest being conveyed herein**

Limited as to those depths below the base of the Fort Union Formation, which is defined as 300' below the stratigraphic equivalent of the formation characteristics identified on the open-hole logs at the referenced depth of the closest of the following six (6) referenced wells:

-1 7,262' in the Cottonwood #32-33 well, located in the SWNE of Sec. 33-T32N-R111W;
-2 8,535' in the Mesa Federal #22-2 well, located in the SENW of Sec. 2-T31N-R110W;
-3 6,870' in the Billy #33-16 well, located in the NWSE of Sec. 16-T31N-R111W;
-4 6,790' in the Ross "A" Federal #13-19 well, located in the NWSW of Sec. 19-T30N-R110W;
-5 8,010' in the Paradise #23-31 well, located in the NESW (Lot 7) of Sec. 31-T31N-R109W;
-6 8,686' in the Luman #11-25 well, located in the NESW of Sec. 25-T32N-R110W.

All of the above six (6) wells are located in Sublette County, Wyoming.

304703

RECORDED June 17 2004 1:35 PM
IN BOOK 127 046 PAGE 659
FEES $24.00
SUBLETTE COUNTY PINEDALE, WYOMING
COUNTY CLERK

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 JUN 01 2004

By **/s/ Pamela J. Lewis** (Authorized Officer) **Chief, Fluid Minerals Adjudication** (Title) MAY 25 2004 (Date)

(Continued on reverse)

FOR ASSIGNEE

659

660

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

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this ~~29th~~ 30th day of ~~March~~ April 20 04

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

Transferor Dan C. Perry, President
(Signature)

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

7801 Broadway, Suite 200
(Transferor's Address)

San Antonio, TX 78209
(City) (State) (Zip Code)

Executed this 5th day of May 2004

SHAMA ZOE LIMITED PARTNERSHIP

Transferee By Gilman A. Hill
(Signature)

or Attorney-in-fact Gilman A. Hill, General Partner
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this ~~29th~~ 30th day of ~~March~~ April, 2004, by Dan C. Perry, President of Aztec Energy Corporation, a Utah corporation, on behalf of said corporation.

LISA D. SCALF
MY COMMISSION EXPIRES
July 1, 2006

NOTARY PUBLIC, State of Texas

~~Amy R. Hoag~~ Lisa D. Scalf
(Printed Notary Name)

My Commission Expires:
~~October 5, 2007~~ July 1, 2006

Exhibit "A"
attached to Transfer of Operating Rights from Aztec Energy Corporation to Shama Zoe Limited Partnership dated ~~March 29~~ April 30, 2004

All lands located in Sublette County, Wyoming

Serial Number	Original Lessee of Record	Effective Date	Lease Recording Information	Land Description	Lease Gross Acres	Lease Net Acres	Aztec/EnCana Net Acres
WYW-101779	Shama Kafar Limited Partnership	01/01/89	Book 98, Page 475	Township 32 North, Range 111 West, 6th P.M. Sec. 15: W/2, W/2SE/4 Sec. 22: NE/4, N/2SE/4, SE/4SE/4 Sec. 26: NW/4NW/4, SE/4NW/4, being 760.00 acres, m/l	760.00	760.00	760.00
WYW-102774	Liberty Petroleum Corporation	01/01/89	Book 98, Page 484	Township 32 North, Range 111 West, 6th P.M. Sec. 23: N/2, SW/4, NE/4SE/4, S/2SE/4 Sec. 24: ALL Sec. 25: E/2, E/2NW/4, SW/4SW/4 Sec. 26: NE/4NW/4, S/2SE/4 Sec. 35: NE/4NE/4, being 1,840.00 acres, m/l	1,840.00	1,840.00	1,840.00
WYW-153281 (segregated from W-114059)	Shama Kafar Limited Partnership	01/01/89	Book 98, Page 536	Township 32 North, Range 111 West, 6th P.M. Sec. 22: NW/4 Sec. 34: W/2, W/2SE/4, SE/4SE/4 being 600.00 acres, m/l	600.00	600.00	600.00
WYW-131921	Douglas K. Sauter	04/01/94	Book 99, Page 464	Township 32 North, Range 111 West, 6th P.M. Sec. 10: S/2SW/4, being 80.00 acres, m/l	80.00	80.00	80.00
WYW-153280 (segregated from W-104824)	Abby Corporation	07/01/87	Book 98, Page 496	Township 32 North, Range 111 West, 6th P.M. Sec. 10: E/2NE/4, SE/4, being 240.00 acres, m/l	240.00	240.00	240.00

6602

Exhibit "A"

attached to Transfer of Operating Rights from Aztec Energy Corporation to Shama Zoe Limited Partnership dated ~~March 29~~ April 30, 2004

All lands located in Sublette County, Wyoming

Serial Number	Original Lessee of Record	Effective Date	Lease Recording Information	Land Description	Lease Gross Acres	Lease Net Acres	Aztec/EnCana Net Acres
WYW-104824	Abby Corporation	07/01/87	Book 98, Page 496	Township 32 North, Range 111 West, 6th P.M. Sec. 15: NE/4, E/2SE/4, being 240.00 acres, m/l	240.00	240.00	240.00
WYW-102773	Liberty Petroleum Corporation	08/01/88	Book 98, Page 481	Township 32 North, Range 111 West, 6th P.M. Sec. 14: ALL, being 640.00 acres, m/l	640.00	640.00	640.00
WYW-158025 (segregated from W-102773)	Liberty Petroleum Corporation	08/01/88	Book 98, Page 481	Township 32 North, Range 111 West, 6th P.M. Sec. 13: ALL, being 640.00 acres, m/l	640.00	640.00	640.00
WYW-153754	LCM, Ltd.	09/01/90	Book 99, Page 264	Township 32 North, Range 110 West, 6th P.M. Sec. 17: W/2, SW/4SE/4, being 360 acres, m/l	360.00	360.00	360.00
WYW-133084	Shama Zoe Limited Partnership	08/01/94	Book 98, Page 709	Township 33 North, Range 110 West, 6th P.M. Sec. 21: W/2W/2, being 160.00 acres, m/l	160.00	160.00	160.00
WYW-131400	Starwood, Inc.	02/01/94	Book 103, Page 558	Township 33 North, Range 111 West, 6th P.M. Sec. 24: ALL, being 640.00 acres, m/l	640.00	640.00	640.00

664

BRM (03) PRODUCERS 88-PAID UP

OIL AND GAS LEASE

This **AGREEMENT**, made and entered into the 7th day of May, 2004, by and between **Duane Edwin Ditton**, a married man dealing in his sole and separate property, 291 Melinda Drive, Clarksville, Tenn. 37042 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:
WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") 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:

304772

RECORDED June 22 20 04 8:00AM
IN BOOK 127-046 PAGE 664
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Township 32 North, Range 108 West, 6th PM
Section 4: Lot 2(35.28 acres), Lot 3(35.20 acres), SW1/4NE1/4
Township 33 North, Range 108 West, 6th PM
Section 26: SW1/4
Section 34: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4
Section 35: W1/2

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 **750.48** 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment**. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "**Force Majeure**" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right**. If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

Duane Edwin Ditton
Duane Edwin Ditton
by POA
Cheryl M Terry

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF Montgomery)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGEMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of May 2004, personally appeared **Duane Edwin Ditton**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Sarah B Plummer
Notary Public

My commission expires: 3/12/07

666

BRM (03) PRODUCERS 88-PAID UP

OIL AND GAS LEASE

This **AGREEMENT**, made and entered into the 7th day of May, 2004, by and between **Cheryl Kelly**, a married woman dealing in her sole and separate property, 291 Melinda Drive, Clarksville, Tennessee 37042 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:
WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") 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:

304773

RECORDED June 22 2004 9:00AM
IN BOOK 187 OR PAGE 1066
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

Township 32 North, Range 108 West, 6th PM
Section 4: Lot 2(35.28 acres), Lot 3(35.20 acres), SW1/4NE1/4
Township 33 North, Range 108 West, 6th PM
Section 26: SW1/4
Section 34: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4
Section 35: W1/2

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 **750.48** 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment**. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "**Force Majeure**" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right**. If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

Cheryl Kelly

Cheryl Kelly

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF Montgomery)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGEMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of May 2004, personally appeared **Cheryl Kelly**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

Sarah B Plumm

Notary Public

My commission expires: 3/12/07

BRM (03) PRODUCERS 88-PAID UP

OIL AND GAS LEASE

This **AGREEMENT**, made and entered into the 7th day of May, 2004, by and between **Beverly Evans**, a married woman dealing in her sole and separate property, 2445 N. 1600 East, North Logan, Utah 84341 (an heir to the Alfred G. Ditton and Thelma A. Ditton estates) hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:
WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") 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:

304774

RECORDED June 22 2004 8:00 A.M.
IN BOOK 127 OF G PAGE 668
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Township 32 North, Range 108 West, 6th PM
Section 4: Lot 2(35.28 acres), Lot 3(35.20 acres), SW1/4NE1/4
Township 33 North, Range 108 West, 6th PM
Section 26: SW1/4
Section 34: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4
Section 35: W1/2

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 **750.48** 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment**. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **fifteen (15.0%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **fifteen (15.0%)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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

[redacted] [redacted] [redacted]

thereafter 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. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "**Force Majeure**" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right**. If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

Beverly Evans

Beverly Evans

ACKNOWLEDGEMENT

STATE OF Utah)
) ss.
COUNTY OF CACHE)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11 day of May 2004, personally appeared **Beverly Evans**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

MONICA L. WALLACE
Notary Public
State of Utah
My Commission Expires June 24, 2007
2975 N. 1300 E., Logan, UT

Monica L. Wallace

Notary Public

My commission expires: 6-24-07

670

BRM (03) PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, made and entered into the 14th day of May, 2004, by and between **Lon Michael McKinsey**, a single man, whose post office address is P.O. Box 37, Boulder, Wyoming 82923 hereinafter called **Lessor** (whether one or more) and **Anschutz Pinedale Corporation**, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called **Lessee**:

WITNESSETH, that the Lessor, for and in consideration of **Ten and more ($10.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind along with all hydrocarbons and non-hydrocarbon substances produced in association therewith, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, helium, carbon dioxide, sulfur compounds and all other commercial gases (collectively "oil and gas" or "Hydrocarbons") 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:

304775

RECORDED June 22 2004 8:00 AM
IN BOOK 127046 PAGE 670
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Beth Jacobson

Township 32 North, Range 108 West, 6th PM
Section 3: Lot 1(35.19 acres), Lot 2(35.25 acres), Lot 4(35.37 acres), S1/2NE, S1/2NW
Section 4: Lot 1(35.36 acres), SENE

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 **341.17** 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 Hydrocarbons are produced from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, Hydrocarbons are not being produced on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling or reworking or other operations for restoring production on the lease premises, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if Lessee diligently prosecutes operations for obtaining or restoring production on the lease premises or, 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 Hydrocarbons on said land or on acreage pooled, communitized 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, reworking or other operations for obtaining or restoring production on the lease premises or operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If Hydrocarbons 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 Hydrocarbons are produced from the leased premises or on acreage pooled, communitized or unitized therewith.

2. This is a **PAID-UP LEASE**. For the consideration set forth above, 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. **Royalty Payment**. Royalties on Hydrocarbons shall be paid by Lessee to Lessor as follows:
   (a) for oil and other liquid Hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-eighth (1/8)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to the Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
   (b) for gas (including casinghead gas) and all other gaseous Hydrocarbons, the royalty shall be **one-eighth (1/8)** of the proceeds realized by the Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase agreements entered into on the same or in the nearest preceding date as the date on which the Lessee or its affiliate commences its purchases hereunder; and
   (c) in calculating the royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production.

4. If after the primary term one or more wells on the lease premises or lands pooled to unitize therewith are capable of producing Hydrocarbons in paying quantities, but the other wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purposes of maintaining this lease. If for a period of 120 consecutive days, such well or wells are shut-in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of $1.00 per acre then covered by this lease, with such payment to be made to Lessor on or before the end of said 120-day period and thereafter on or before the anniversary of the end of said 120-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; said shut-in royalty payment shall be deemed tendered by Lessee to Lessor upon the date that Lessee deposits said royalty payment into the U.S. Mail system or any other recognized mail service; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the lease premises or lands pooled to unitize therewith, no shut-in royalty shall be due until the end of the 120-day period following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty hereunder shall render Lessee liable in the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns 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 pipeline below plow depth.

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

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

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

11. The rights of 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, communitize 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 Hydrocarbons, individually or in the aggregate, 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, communitize, 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 thereafter 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. Pooling, communitization, unitization or otherwise combining all or any portion of the above described lands shall not constitute a cross conveyance of interests.

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, an event of "**Force Majeure**" or if such failure is the result of, any such Law, Order, Rule or Regulation. "Force Majeure" shall mean an event causing a delay in drilling, reworking, production or other operations which are prevented or delayed by laws, rules, regulations or orders, or by an inability to obtain necessary permits, equipment services, materials, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by an inability to obtain a satisfactory market for production or a failure of purchasers or carriers to take or transport such production, or by any other cause not reasonable within Lessee's control. If Lessee's performance is affected by an event of Force Majeure, this lease shall not terminate and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall take all reasonable and necessary actions to remedy the event of Force Majeure. Lessee shall not be liable for breach of any provisions, either express or implied, to this lease during the continuance of an event of Force Majeure.

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. **Preferential Right**. If, during the term of this lease, Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect, any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute this lease 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.

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

Lon Michael McKinsey

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE) ACKNOWLEDGEMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28 day of May 2004, personally appeared **Lon Michael McKinsey**, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL
My commission expires: 6-07

Notary Public
Clerk of District Court

District Court of Wyoming
Sublette County

672

304776

RECORDED June 22 2004 8:00A M
IN BOOK 127046 PAGE 672
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Easton

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT OF OIL AND GAS LEASES (this "Assignment"), dated effective November 1, 2003 (the "Effective Time"), is from **KERR-McGEE OIL & GAS ONSHORE LP,** 16666 Northchase, Houston, Texas 77060 ("Assignor") to **KERR-McGEE ROCKY MOUNTAIN CORPORATION,** 1999 Broadway, Suite 3600, Denver, CO 80202 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the oil and gas leases and lands described on Exhibit A attached hereto and made a part hereof for all purposes (the "Leases"), subject to all existing royalty, overriding royalty, production payments and other leasehold burdens existing as of the Effective Time regardless of whether the same may be filed of record in the applicable county. By this Assignment, Assignor intends to and does hereby assign its entire interest in the Leases and all lands covered thereby, whether or not all of such lands are correctly or completely described on Exhibit A, together with all contracts and contract rights, obligations or commitments pertaining to such Leases and lands.

TO HAVE AND TO HOLD the Leases and the rights conveyed hereunder unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. This Assignment is executed without representation or warranty of any kind, either express, implied or statutory, except that Assignor warrants and agrees to defend Assignee against lawful claims of all persons claiming an interest in the Leases by, through or under Assignor, but not otherwise.

2. Assignee assumes and agrees to pay, perform, fulfill and discharge its proportionate undivided share of all claims, costs, expenses, liabilities and obligations accruing or relating to owning, exploring, developing, producing, operating, maintaining, plugging and abandoning, and reclaiming of the interests assigned herein after the Effective Time, and Assignee further assumes and agrees to be bound by the terms of the respective Leases and any and all contracts and agreements that burden or affect the respective leases, whether or not the same may be filed of record in the applicable county or listed in this assignment.

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

EXECUTED on the dates contained in the acknowledgements to this Assignment, but effective for all purposes as of the Effective Time.

ASSIGNOR:

KERR-McGEE OIL & GAS ONSHORE, LP,
By KERR-McGEE OIL & GAS ONSHORE LLC,
ITS MANAGING GENERAL PARTNER

BY: Scott McNamee
Scott McNamee
Attorney-in-Fact

ASSIGNEE:

KERR-McGEE ROCKY MOUNTAIN CORPORATION

BY: _____
James R. Peay
Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) .ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of June, 2004 by Scott McNamee, as Attorney-in-Fact of **KERR-McGEE OIL & GAS ONSHORE LLC, Managing General Partner of KERR-McGEE OIL & GAS ONSHORE LP**, on behalf of said partnership.

Witness my hand and official seal.

[seal]

MARY PUGH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
06-17-2004

_____
Notary Public
Address:

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 25th day of May, 2004 by James R. Peay, as Attorney-in-Fact of **KERR-McGEE ROCKY MOUNTAIN CORPORATION**, on behalf of said corporation.

Witness my hand and official seal.

[seal]

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/10/2006

_____
Notary Public
Address:
KERR-McGEE
ROCKY MOUNTAIN CORPORATION
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

My Commission Expires:

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated effective November 1, 2003,
by and between Kerr-McGee Oil and Gas Onshore LP, as Assignor, and Kerr-McGee Rocky Mountain Corporation, as Assignee

LEASE NO.	LESSOR	LESSEE	LEASE DATE	TWP	RGE	SEC	DESCRIPTION	BOOK	PAGE
404794-000	WYW 033563	CHARLES E. STRANGE	11/1/1973	32N	114W	27	NE/4	NONE	NONE

674

ASSIGNMENT

Reference is made to the Fred M. Manning, Jr., Marital Estate Trust (the "Marital Estate Trust"), which was created upon the death of Fred M. Manning, Jr., under the terms of the Fred M. Manning, Jr., Revocable Trust established by Declaration of Trust dated September 16, 1978, and completely amended and restated on April 18, 1984 (the "Trust"), under which Fred M. Manning, Jr., is Grantor and James D. Hanegan is successor Trustee (the "Trustee"). Pursuant to section 3.3 of ARTICLE III of the Trust, the Trustee hereby assigns, transfers, and releases all right, title, and interest of the Trust in and to the assets set forth on Exhibit A attached hereto and incorporated by this reference to Katherine J. Manning, individually ("Assignee"), effective as of January 1, 1988.

Dated: Oct 14, 1988.

JAMES D. HANEGAN, Trustee

ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts the foregoing Assignment effective as of January 1, 1988.

Dated: October 14, 1988.

KATHERINE J. MANNING, Individually

304942

k2\assign.kjm

RECORDED June 29 2004 8:00 A M
IN BOOK 127 046 PAGE 1075
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SCHEDULE A

ASSIGNMENT OF ASSETS FROM

FRED M. MANNING, JR., MARITAL ESTATE TRUST

TO

KATHRERINE J. MANNING

1. Mountain View Estates, Carbon County, Wyoming:
   Lot 7, Block 1 - vacant land
   Lot 3, Block 2 - vacant land
   Lot 9, Block 2 - vacant land
   Lot 12, Block 3 - vacant land

2. Town of Saratoga, Glenroy Addition, Carbon County, Wyoming: Lot 7, Block 6, including that certain Marlette Mobil Home located thereon and all fixtures and appurtenances thereto

3. Lots 5 and 6, Block 9, OLD BALDY VILLAGE, Fifth Addition, Carbon County, Wyoming, and any improvements thereon

4. Summer residence located in Carbon County, Wyoming, legally described as Lot 7, Block 7, OLD BALDY VILLAGE, Fifth Addition, Carbon County, Wyoming

5. Principal Residence located in Wickenburg, Arizona, legally described as Lots 18 and 20, RANCHO DE LOS CABALLEROS, records of Maricopa County, Arizona

6. Note receivable from B. Crawford dated July 31, 1987, in the principal amount of $23,000, 9% interest, secured by real property legally described as Lot 10, Block 3, MOUNTAIN VIEW ESTATES, Carbon County, Wyoming

7. Note receivable from J. Crawford dated August 31 1987, in the principal amount of $23,000, 9% interest, secured by real property legally described as Lot 22, Block 2, MOUNTAIN VIEW ESTATES, Carbon County, Wyoming

8. Note receivable from Jack B. Loudin and Judith K. Loudin dated December 12, 1987, in the principal amount of $27,500, 9-1/2% interest, secured by real property legally described as Lot 17, Block 2, MOUNTAIN VIEW ESTATES, Carbon County, Wyoming

9. Promissory note dated 04/01/87 from Tullis Land Co. in the original sum of $60,676, payable annually, 9% interest, secured by real property located in Township 16N, Ranges 87W and 88W of the 6th PM

10. One percent (1%) overriding royalty interest acquired by assignment dated and acknowledged 5/7/53, effective 5/1/52, applicable to all of the oil, gas, and other substances described in said assignment under United States Oil and Gas Lease, Serial No. W-012153, covering the following lands in Hot Springs County, Wyoming:

    Township 46 North, Range 98 West, 6th PM,
    Section 20: Lot 3, containing 39.69 acres,
    more or less

11. One percent (1%) overriding royalty interest known as the Pinedale royalty reserved to Fred M. Manning, Jr. in the assignment from Fred M. Manning, Jr. to Patricia Gaylord Anderson, United States Oil and Gas Lease, Serial No. W-015316

12. 30 units of limited partnership interest in Chambers Village East, Ltd, 828 Seventeenth Street, Denver Colorado 80202, ID# 84-0820230

13. 120 units of limited partnership interest in Santa Rosa Vineyard, Ltd., 5000 Birch, Suite 610, Newport Beach, California 92660, ID# 95-3667057

14. 37-1/2 units of limited partnership interest in Shandon Varietal Growers, Ltd,. 5000 Birch, Suite 610, Newport Beach, California, 92660, ID# 95-3683679

15. 50 units of limited partnership interest in Emperor Ranch Associates, 5000 Birch, Suite 610, Newport Beach, California, 92660, ID# 95-3742504

16. 50% interest in Double M. Lessors dated 3/22/82 between Fred M. Manning, Jr. and Daniel J.Moos

17. 10 units of limited partnership interest in Ralston Plaza, Ltd, 828 Seventeenth Street Denver, Colorado 80202, ID# 84-0829674

18. 20 Units of limited partnership interest in Arapahoe Business Park, Ltd., 828 Seventeenth Street Denver, Colorado 80202, ID# 84-0847064

19. 1 unit of limited partnership interest in Pickwick Towers, Ltd., 828 Seventeenth Street, Denver, Colorado 80202, ID# 84-0852373

20. 100 units of limited partnership interest in Energy and Oil Drilling Program, 1801 California Street, Suite 2000, Denver, Colorado 80202, ID# 84-0857466

21. 60 units of limited partnership interest in Stienberg Associated, Ltd.(1981), 3333 N. Torrey Pines Court, Suite 200, La Jolla, California 92037, ID# 95-3701760

22. Entire limited partnership interest in LCGC Lessors, Ltd., P.O. Box, 1327, Wickenburg, Arizona, 85358, ID# 86-0390641

23. 15 units limited partnership interest in Brumark 1982 Oil and Gas Drilling Program, 3333 N. Torrey Pines Court, Suite 200, La Jolla, California 92037, ID# 95-3818918

24. 4 units of limited partnership interest in Sandhollow Vineyard Associated, 5000 Birch, Suite 610, Newport Beach, California 92660 ID# 95-3774366

25. 50 units of limited partnership interest in Arapahoe Business Park Associates, Ltd., 828 Seventeenth Street, Denver, Colorado, 80202, ID# 84-0902308

26. 4 units of limited partnership interest in Lawrence Street Partners, Ltd., 828 Seventeenth Street, Denver, Colorado, 80202, ID# 84-0914694

27. 30 units of limited partnership interest in Early Flame Associates, 5000 Birch, Suite 610, Newport Beach, California 92660 ID# 95-3862327

28. 100 units of limited partnership interest in Southwest Farm Venturers, 5000 Birch, Suite 610, Newport Beach, California 92660 ID# 95-3862319

29. 1 unit of limited partnership interest in Boettcher Alamo Corporate Center, Ltd., 828 Seventeenth Street, Denver, Colorado, 80202, ID# 84-0917490

30. 25 units of limited partnership interest in Energy Gas and Oil Drilling Program, 1801 California Street, Denver, Colorado 80202, ID# 84-0857466

31. 2,500 shares Plate Valley Bancorporation

32. 225 shares common stock Renaissance Technology Corporation

33. Los Caballeros Golf Club, Inc, 6% subordinated debenture due 2/15/2000, in the principal amount of $10,000

34. Cash in the amount of $180,245

[redacted] [redacted] [redacted]

ATTACHMENT TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT DATED OCTOBER 14, 1988 FROM JAMES D. HANEGAN, TRUSTEE OF THE FRED M. MANNING, JR. MARITAL ESTATE TRUST

STATE OF COLORADO)
)
County of)

The foregoing instrument was acknowledged before me on this 20th day of March, 2004, by James D. Hanegan as Trustee of the Fred M. Manning, Jr. Revocable Trust u/t/a dated September 16, 1978.

Witnessed my hand and official seal.

My commission expires: 1-3-05

[SEAL]

Notary Public

679

ASSIGNMENT

Reference is made to the Fred M. Manning, Jr., Revocable Trust established by Declaration of Trust dated September 16, 1978, as amended March 28, 1981, July 26, 1982, November 28, 1983, and completely amended and restated on April 18, 1984 (the "Trust"), under which Fred M. Manning, Jr., is Grantor and James D. Hanegan is successor Trustee (the "Trustee"). Fred M. Manning, Jr., died on August 24, 1984. Pursuant to section 3.1 of ARTICLE III of the Trust, the Trustee hereby assigns, transfers, and releases all right, title, and interest of the Trust in and to the assets set forth on Exhibit A attached hereto and incorporated by this reference to James D. Hanegan, as Trustee of the Fred M. Manning, Jr., Marital Estate Trust (the "Assignee") effective as of January 1, 1988.

Dated: Oct 14, 1988.

JAMES D. HANEGAN, Trustee

ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts the foregoing Assignment effective as of January 1, 1988.

Dated: Oct 14, 1988.

JAMES D. HANEGAN, Trustee of the Fred M. Manning, Jr., Marital Estate Trust

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RECORDED June 29 20 04 2:00 p

IN BOOK 127 O+B PAGE 680

FEES $ 20.00 COUNTY

SUBLETTE COUNTY, PINEDALE, WYOMING

SCHEDULE A

ASSIGNMENT OF ASSETS TO

FRED M. MANNING, JR., MARITAL ESTATE TRUST

1. Mountain View Estates, Carbon County, Wyoming:
   Lot 7, Block 1 - vacant land
   Lot 3, Block 2 - vacant land
   Lot 9, Block 2 - vacant land
   Lot 12, Block 3 - vacant land

2. Town of Saratoga, Glenroy Addition, Carbon County, Wyoming: Lot 7, Block 6, including that certain Marlette Mobil Home located thereon and all fixtures and appurtenances thereto

3. Lots 5 and 6, Block 9, OLD BALDY VILLAGE, Fifth Addition, Carbon County, Wyoming, and any improvements thereon

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10. One percent (1%) overriding royalty interest acquired by assignment dated and acknowledged 5/7/53, effective 5/1/52, applicable to all of the oil, gas, and other substances described in said assignment under United States Oil and Gas

Lease, Serial No. W-012153, covering the following lands in Hot Springs County, Wyoming:

Township 46 North, Range 98 West, 6th PM,
Section 20: Lot 3, containing 39.69 acres,
more or less

11. One percent (1%) overriding royalty interest known as the Pinedale royalty reserved to Fred M. Manning, Jr. in the assignment from Fred M. Manning, Jr. to Patricia Gaylord Anderson, United States Oil and Gas Lease, Serial No. W-015316

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14. 37-1/2 units of limited partnership interest in Shandon Varietal Growers, Ltd,. 5000 Birch, Suite 610, Newport Beach, California, 92660, ID# 95-3683679

15. 50 units of limited partnership interest in Emperor Ranch Associates, 5000 Birch, Suite 610, Newport Beach, California, 92660, ID# 95-3742504

16. 50% interest in Double M. Lessors dated 3/22/82 between Fred M. Manning, Jr. and Daniel J.Moos

17. 10 units of limited partnership interest in Ralston Plaza, Ltd, 828 Seventeenth Street Denver, Colorado 80202, ID# 84-0829674

18. 20 Units of limited partnership interest in Arapahoe Business Park, Ltd., 828 Seventeenth Street Denver, Colorado 80202, ID# 84-0847064

19. 1 unit of limited partnership interest in Pickwick Towers, Ltd., 828 Seventeenth Street, Denver, Colorado 80202, ID# 84-0852373

20. 100 units of limited partnership interest in Energy and Oil Drilling Program, 1801 California Street, Suite 2000, Denver, Colorado 80202, ID# 84-0857466

21. 60 units of limited partnership interest in Stienberg Associated, Ltd.(1981), 3333 N. Torrey Pines Court, Suite 200, La Jolla, California 92037, ID# 95-3701760

22. Entire limited partnership interest in LCGC Lessors, Ltd., P.O. Box, 1327, Wickenburg, Arizona, 85358, ID# 86-0390641

23. 15 units limited partnership interest in Brumark 1982 Oil and Gas Drilling Program, 3333 N. Torrey Pines Court, Suite 200, La Jolla, California 92037, ID# 95-3818918

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26. 4 units of limited partnership interest in Lawrence Street Partners, Ltd., 828 Seventeenth Street, Denver, Colorado, 80202, ID# 84-0914694

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30. 25 units of limited partnership interest in Energy Gas and Oil Drilling Program, 1801 California Street, Denver, Colorado 80202, ID# 84-0857466

31. 2,500 shares Plate Valley Bancorporation

32. 225 shares common stock Renaissance Technology Corporation

33. Los Caballeros Golf Club, Inc, 6% subordinated debenture due 2/15/2000, in the principal amount of $10,000

34. Cash in the amount of $180,245

ATTACHMENT TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT DATED OCTOBER 14, 1988 FROM JAMES D. HANEGAN, TRUSTEE OF THE FRED M. MANNING, JR. REVOCABLE TRUST TO JAMES D. HANEGAN, TRUSTEE OF THE FRED M. MANNING, JR. MARITAL ESTATE TRUST

STATE OF COLORADO)
)
County of)

The foregoing instrument was acknowledged before me on this 20th day of May, 2004, by James D. Hanegan as Trustee of the Fred M. Manning, Jr. Marital Estate Trust u/t/a dated September 16, 1978.

Witnessed my hand and official seal.

My commission expires: 1-3-05

[SEAL]

Notary Public

304947

RECORDED June 29 2004 8:15a M
IN BOOK 127 016 PAGE 685
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WHEN RECORDED RETURN TO:
Donald R. Hembre
1100 W. Littleton Blvd, Ste 101
Littleton, CO 80120

Assignment of Overriding Royalty Interest

This Assignment of Overriding Royalty Interest ("Assignment") dated effective June 1, 2004 is from Donald R. Hembre, 2062 West Nantucket Court, Littleton, CO 80120, as ASSIGNOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver unto Lewis & Clark Exploration Company, 1100 West Littleton Blvd, Ste 101, Littleton, CO 80120, as ASSIGNEE, all of Assignor's Overriding Royalty Interest in the following described lease and lands of Sublette County, Wyoming, being more particularly described as follows:

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

Lands:
Township 31 North, Range 109 West, 6th P.M.
Section 10: NE1/4SE1/4, S1/2SE1/4
Section 11: Lots 2 (NW1/4SE1/4), 3 (NE1/4SW1/4), 4, 5, 6 and 7 (S1/2S1/2), W1/2NE1/4, S1/2NW1/4, NW1/4SW1/4
Section 14: Lots 1 and 2 (NW1/4NW1/4), NE1/4NW1/4
Section 15: Lots 1 and 2 (N1/2NE1/4)
Also all the bed of New Fork River between mean high water and medial lines thereof, in front and appurtenant to Lots 2, 3, 4, 5, 6, and 7 of Section 11; Lots 1 and 2 of Section 14; and Lots 1 and 2 of Section 15, T31N, R109W, 6th P.M.
(Jensen Lease).

ASSIGNOR acknowledges a prior partial interest assignment of overriding royalty interest in the described lease which is recorded in Book 122 O&G, Page 92 of the Sublette County records.

The oil, gas and other hydrocarbons attributable to the overriding royalty interest conveyed herein shall be delivered free of cost to the ASSIGNEE in the pipelines serving

the above-described leases and lands or the tanks erected thereupon for the purpose of storing such products.

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

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 22 day of June, 2004, but effective as of June 1, 2004.

Donald R. Hembre

STATE of COLORADO)
)ss.
COUNTY of ARAPAHOE)

The foregoing Assignment of Overriding Royalty Interest was acknowledged before me this 22 day of June, 2004, by Donald R. Hembre.

LAURA A. SCHICK NOTARY PUBLIC STATE OF COLORADO

NOTARY PUBLIC

MY COMMISSION EXPIRES:
August 17, 2004

My Commission Expires
8/17/04

COUNTY OF)(SUBLETTE
STATE OF)(WYOMING

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of May, 2004, and is effective at 12:01 a.m. Mountain Standard Time, April 1, 2004 (the "Effective Time"), by and between **Victor L. McMurry,** with a mailing address of P. O. Box 1519 Pinedale, Wyoming 82941 (herein called "Assignor"), and **Newfork Royalties, a trade name in the State of Wyoming only for Noble Royalties, Inc.**, with a mailing address of 13601 Preston Road, Suite 1008-W, Dallas, Texas 75240 (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 overriding royalty under the oil and gas leases described on Exhibit "A" (attached hereto and made a part hereof for all purposes);

B. 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, farmout and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Leases;

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

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

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

1. WARRANTIES: THIS ASSIGNMENT IS WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED AS TO DESCRIPTION, TITLE, CONDITION, LOCATION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT THAT SELLER SHALL WARRANT AND DEFEND TITLE TO THE PROPERTIES AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THOUGH, OR UNDER SELLER BUT NOT OTHERWISE.

2. ASSUMPTION OF OBLIGATIONS: Assignee hereby assumes and agrees to timely perform and discharge all duties and obligations of the owner of the Properties on and after the Effective Time.

3. 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 recorded in Sublette County, Wyoming, and the same shall bind Assignee and Assignee's successors and assigns on and after the Effective Time hereof.

4. OBSERVANCE OF LAWS: This Assignment is subject to all applicable laws, ordinances, rules and regulations affecting the Properties, and Assignee shall comply with the same and shall promptly obtain and maintain all permits required by governmental authorities in connection therewith.

5. 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.

6. PURCHASE AND SALE AGREEMENTS: This Assignment is expressly made subject to the provisions of that certain Purchase and Sale Agreement dated effective April 1, 2004, by and between the parties hereto, and the provisions of said Agreement are incorporated herein by reference as fully as though said provisions were set forth herein verbatim.

7. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions hereof bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the lands, leases, equipment, and facilities and with each transfer or assignment thereof or any portion thereof. All future assignments of any portion of the Properties shall recognize and perpetuate the rights and obligations set out herein.

305025

RECORDED July 16 2004 4:05 PM
IN BOOK 127 OR 3 PAGE 687
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Beth Sorensen

EXECUTED this 28 day of June, 2004, but effective as of 12:01 AM, Pinedale, Wyoming May 1, 2004.

ASSIGNOR:

Victor L. McMurry

ASSIGNEE:

NEWFORK ROYALTIES, a trade name in the State of Wyoming only for NOBLE ROYALTIES, INC.

By: A. Scott Noble
Title: President

STATE OF Arizona §
COUNTY OF Maricopa §

OFFICIAL SEAL
PENNY R. CORBETT
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires 09-10-2007

This instrument was acknowledged before me this 29 day of June 2004, by Victor L. McMurry known to me to be the person subscribed to

My Commission Expires: 9-10-2007

Penny R. Corbett
NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 28 day of June 2004, on behalf of Newfork Royalties, a trade name in the State of Wyoming only, by A. Scott Noble, as President of Noble Royalties, inc. a Texas corporation.

My Commission Expires: 3/23/2008

J. D. BRADLEY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
03-23-2008

J. Bradley
NOTARY PUBLIC

EXHIBIT 'A'

Attached to and made a part of that certain Assignment and Bill of Sale dated effective May 1, 2004 from Victor L. McMurry to Newfork Royalties, a trade name in the State of Wyoming only for Noble Royalties, Inc., a Texas Corporation

Oil and Gas Leases Located in Sublette County, Wyoming

Lease No	Lease Tract	Lessor	Lessee	Lease Date	Recording Data		Location	Legal Description	LEASE TYPE
					Volume	Page			
200011	200011-A	ST WY 92-00196	McMurry Oil Co.	4/2/1992	88	445	29N 108W 16	ALL	STATE
200012	200012-A	ST WY 92-00199	McMurry Oil Company	4/2/1992	88	448	29N 109W 36	ALL	STATE
200013	200013-A	ST WY 93-00109	McMurry Oil Company	3/1/1993	92	273	29N 109W 16	ALL	STATE
200014	200014-A	ST WY 90-00365	Wold Oil & Gas Co.	6/2/1990	92	7	29N 108W 36	ALL	STATE
200015	200015-A	ST WY 92-00196	McMurry Oil Company	4/2/1992	88	447	30N 108W 36	All	STATE
200019	200019-A	ST WY 94-00148	McMurry Oil Company	4/1/1994	96	426	29N 107W 16	All	STATE
200020	200020-A	WYW-125948	High Plains Energy Co.	1/1/1992	88	371	29N 108W 20	ALL	FEDERAL
200021	200021-A	WYW-125949	Hight Plains Energy Co.	1/1/1992	88	373	29N 108W 19	Lots 1-4, E/2, E/2W/2	FEDERAL
200021	200021-B	WYW-125949	Hight Plains Energy Co.	1/1/1992	88	373	29N 108W 30	Lots 1-4, E/2, E/2W/2	FEDERAL
200021	200021-C	WYW-125949	Hight Plains Energy Co.	1/1/1992	88	373	29N 108W 31	Lots 1-4, E/2, E/2W/2	FEDERAL
200022	200022-A	WYW-125950	High Plains Energy Co.	1/1/1992	88	375	29N 108W 28	ALL	FEDERAL
200023	200023-A	WYW-126100	McMurry Oil Co.	1/1/1992	88	452	29N 108W 07	ALL	FEDERAL
200023	200023-B	WYW-126100	McMurry Oil Co.	1/1/1992	88	452	29N 109W 01	ALL	FEDERAL
200023	200023-C	WYW-126100	McMurry Oil Co.	1/1/1992	88	452	29N 109W 09	ALL	FEDERAL
200023	200023-D	WYW-126100	McMurry Oil Co.	1/1/1992	88	452	29N 109W 10	ALL	FEDERAL
200023	200023-E	WYW-126100	McMurry Oil Co.	1/1/1992	88	452	29N 109W 12	W/2	FEDERAL
200026	200026-A	WYW-102699 (Segregated out of WYW-100902)	Eugene J. Wait, Jr.	8/1/1986	88	393	29N 108W 27	ALL	FEDERAL
200027	200027-A	WYW-118154	Home Petroleum Corp.	12/1/1989	88	413	29N 108W 09	ALL	FEDERAL
200027	200027-B	WYW-118154	Home Petroleum Corp.	12/1/1989	88	413	29N 108W 17	ALL	FEDERAL
200028	200028-A	WYW-126676	McMurry Oil Co.	5/1/1992	88	471	29N 107W 33	N/2NE/4, W/2, SE/4	FEDERAL
200029	200029-A	WYW-126677	McMurry Oil Co.	5/1/1992	88	470	29N 108W 13	S/2NW/4, SW/4, W/2SE/4, SE/4SE/4	FEDERAL
200030	200030-A	WYW-127192	McMurry Oil Co.	7/1/1992	88	741	29N 107W 19	Lots 1-4, E/2, E/2W/2	FEDERAL
200030	200030-B	WYW-127192	McMurry Oil Co.	7/1/1992	88	741	29N 107W 20	NW/4, N/2SW/4, SE/4SW/4	FEDERAL
200030	200030-C	WYW-127192	McMurry Oil Co.	7/1/1992	88	741	29N 107W 28	S/2	FEDERAL
200030	200030-D	WYW-127192	McMurry Oil Co.	7/1/1992	88	741	29N 107W 29	ALL	FEDERAL
200031	200031-A	WYW-127193	McMurry Oil Co.	7/1/1992	88	744	29N 107W 33	S/2NE/4	FEDERAL
200032	200032-A	WYW-120906	L.M. Grace, Jr.	8/1/1990	88	717	29N 107W 17	ALL	FEDERAL
200032	200032-B	WYW-120906	L.M. Grace, Jr.	8/1/1990	88	717	29N 107W 20	E/2	FEDERAL
200032	200032-C	WYW-120906	L.M. Grace, Jr.	8/1/1990	88	717	29N 107W 28	N/2	FEDERAL
200033	200033-A	WYW-127749	McMurry Oil Co.	11/1/1992	92	198	29N 108W 15	ALL	FEDERAL
200033	200033-B	WYW-127749	McMurry Oil Co.	11/1/1992	92	198	29N 108W 22	ALL	FEDERAL
200033	200033-C	WYW-127749	McMurry Oil Co.	11/1/1992	92	198	29N 108W 26	ALL	FEDERAL
200034	200034-A	WYW-128703	McMurry Oil Co.	3/1/1993	92	12	29N 108W 10	ALL	FEDERAL
200034	200034-B	WYW-128703	McMurry Oil Co.	3/1/1993	92	12	29N 108W 14	N/2, N/2SW/4, SE/4	FEDERAL
200035	200035-A	WYW-130730	McMurry Oil Company	11/1/1993	94	461	28N 109W 02	Lots 1-4, S/2S/2	FEDERAL
200035	200035-B	WYW-130730	McMurry Oil Company	11/1/1993	94	461	28N 109W 03	Lots 1-4, S/2S/2	FEDERAL
200035	200035-C	WYW-130730	McMurry Oil Company	11/1/1993	94	461	29N 109W 34	N/2NW/4, S/2	FEDERAL
200036	200036-A-sub	WYW-102717	Eugene J. Wait, Jr.	12/1/1986	98	421	29N 107W 30	Lots 3-4, E/2SW/4, NE/4	FEDERAL
200036	200036-B-sub	WYW-102717	Eugene J. Wait, Jr.	12/1/1986	98	421	29N 107W 31	Lots 3-4, E/2SW/4, NE/4	FEDERAL

200038	200038-A	WYW-141878 (Segregated out of WYW-125948)	High Plains Energy Co.	12/18/1991	86	371	29N	108W	18	Lots 1-4, E/2, E/2W/2	FEDERAL
200039	200039-A	WYW-141879 (Segregated out of WYW-125949)	High Plains Energy Co.	1/1/92	88	373	29N	108W	29	ALL	FEDERAL
200041	200041-A	WYW-141756 (Segregated out of WYW-127749)	McMurry Oil Co.	11/01/92	92	198	29N	108W	25	ALL	FEDERAL
200042	200042-A	WYW-144998 (Segregated out of WYW-126677)	McMurry Oil Co.	5/1/92	88	470	29N	108W	03	SW/4NW/4, SW/4, SW/SE/4	FEDERAL
200042	200042-B	WYW-144998 (Segregated out of WYW-126677)	McMurry Oil Co.	5/1/92	88	470	29N	108W	11	SW/4NW/4, SW/4, SW/SE/4	FEDERAL
200044	200044-A	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	10	S/2	FEDERAL
200044	200044-B	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	15	All	FEDERAL
200044	200044-C	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	21	All	FEDERAL
200044	200044-D	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	22	All	FEDERAL
200044	200044-E	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	23	All	FEDERAL
200044	200044-F	WYW-141753 (Segregated out of WYW-120908)	L.M. Grace, Jr.	7/13/1990	88	717	29N	107W	27	All	FEDERAL
200045	200045-A	WYW-118148	R.K. O'Connell	11/8/1989	97	521	30N	107W	20	E/2NE/4	FEDERAL
200045	200045-B	WYW-118148	R.K. O'Connell	11/8/1989	97	521	30N	107W	29	NE/4, SW/4	FEDERAL
200045	200045-C	WYW-118148	R.K. O'Connell	11/8/1989	97	521	30N	107W	30	E/2NE/4	FEDERAL
200045	200045-D	WYW-118148	R.K. O'Connell	11/8/1989	97	521	30N	107W	31	Lots 3, 4, E/2SW/4, NE/4	FEDERAL
200045	200045-E	WYW-118148	R.K. O'Connell	11/8/1989	97	521	30N	107W	32	NE/4, SW/4	FEDERAL
200047	200047-A	WYW-141754 (Segregated out of WYW-126677)	McMurry Oil Company	4/20/1992	88	470	30N	108W	33	SW/4NW/4, SW/4, SW/4SE/4	FEDERAL
200050	200050-A	WYW-134684 (segregated out of WYW-126676)	McMurry Oil Company	5/1/1992	88	470	29N	107W	32	ALL	FEDERAL
200067	200067-A	WYW-111556	George S. Haymark III	6/1/1988	81	454	29N	107W	20	SW/4SW/4	FEDERAL
200068	200068-A	WYW-133052	McMurry Oil Company	7/12/1994	97	458	30N	107W	17	SW/4	FEDERAL
200068	200068-B	WYW-133052	McMurry Oil Company	7/12/1994	97	458	30N	107W	28	NE/4, SW/4	FEDERAL
200068	200068-C	WYW-133052	McMurry Oil Company	7/12/1994	97	458	30N	107W	34	SW/4	FEDERAL
200071	200071-A	WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	29N	107W	04	Lots 1, 2, S/2NE/4, SW/4	FEDERAL
200071	200071-B	WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	29N	107W	05	Lots 1, 2, S/2NE/4, SW/4	FEDERAL
200071	200071-C	WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	29N	107W	06	Lots 1, 2, 6, S/2NE/4, E/2SW/4	FEDERAL
200071	200071-D	WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	29N	107W	10	SW/4NW/4	FEDERAL
200071	200071-E	WYW-150655 (Segregated out of WYW-133051)	McMurry Oil Company	7/12/1994	97	457	30N	107W	33	NE/4, SW/4	FEDERAL
200075	200075-A	WYW-137342	John Lockridge	8/21/1995	115	115	29N	107W	01	Lots 1, 2, 3, 4, S/2N/2, S/2	FEDERAL
200075	200075-B	WYW-137342	John Lockridge	8/21/1995	115	115	29N	107W	02	Lots 1, 2, 3, 4, S/2N/2, S/2	FEDERAL
200075	200075-C	WYW-137342	John Lockridge	8/21/1995	115	115	29N	107W	03	Lots 1, 2, S/2NE/4, SE/4	FEDERAL
200075	200075-D	WYW-137342	John Lockridge	8/21/1995	115	115	29N	107W	10	NE/4, SE/4NW/4	FEDERAL

690

200130	200130-A	Joseph J. Etramouspe	McMurry Oil Co.	9/1/1992	91	95	28N	107W	06	NW/4SE/4	FEE
200129	200129-B	Caltrerina Canestrini	McMurry Oil Co.	9/1/1992	91	93	28N	106W	14	SW/4SW/4	FEE
200129	200129-A	Caltrerina Canestrini	McMurry Oil Co.	9/1/1992	91	93	28N	107W	06	NW/4SE/4	FEE
200128	200128-B	Anne Case	McMurry Oil Co.	9/1/1992	91	91	28N	106W	14	SW/4SW/4	FEE
200128	200128-A	Anne Case	McMurry Oil Co.	9/1/1992	91	91	28N	107W	06	NW/4SE/4	FEE
200127	200127-B	John B. Etramouspe	McMurry Oil Co.	9/1/1992	91	89	28N	106W	14	SW/4SW/4	FEE
200127	200127-A	John B. Etramouspe	McMurry Oil Co.	9/1/1992	91	89	28N	107W	06	NW/4SE/4	FEE
200115	200115-A	WWW-13023Z	McMurry Oil Co.	9/1/1993	93	321	26N	109W	11	ALL	FEDERAL
200114	200114-C	WWW-12785Z	McMurry Oil Co.	12/1/1992	92	202	27N	107W	21	ALL	FEDERAL
200114	200114-B	WWW-12785Z	McMurry Oil Co.	12/1/1992	92	202	27N	107W	20	ALL	FEDERAL
200114	200114-A	WWW-12785Z	McMurry Oil Co.	12/1/1992	92	202	27N	107W	19	Lots 1-4, E/2, E/2W/2	FEDERAL
200112	200112-A	WWW-12719Z	McMurry Oil Co.	7/1/1992	88	738	28N	107W	18	Lots 1-4, E/2, E/2W/2	FEDERAL
200109	200109-D	WWW-12647Z	McMurry Oil Co.	2/1/1992	88	456	27N	106W	20	NE/4, S/2	FEDERAL
200109	200109-C	WWW-12647Z	McMurry Oil Co.	2/1/1992	88	456	27N	106W	19	Lots 1-4, NE/4, E/2W/2	FEDERAL
200109	200109-B	WWW-12647Z	McMurry Oil Co.	2/1/1992	88	456	27N	106W	18	Lots 1-4, E/2W/2	FEDERAL
200109	200109-A	WWW-12647Z	McMurry Oil Co.	2/1/1992	88	456	27N	106W	17	SW/4	FEDERAL
200108	200108-A	WWW-12647Z	McMurry Oil Co.	2/1/1992	88	455	27N	106W	04	Lots 1-4, S/2N/2, S/2	FEDERAL
200106	200106-A	WWW-12589Z	High Plains Energy Co.	1/1/1992	88	363	29N	109W	25	ALL	FEDERAL
200105	200105-B	WWW-12589Z	High Plains Energy Co.	1/1/1992	88	361	29N	109W	22	ALL	FEDERAL
200105	200105-A	WWW-12589Z	High Plains Energy Co.	1/1/1992	88	361	29N	109W	15	W/2	FEDERAL
200104	200104-D	WWW-12595Z	High Plains Energy Co.	1/1/1992	88	379	29N	109W	24	ALL	FEDERAL
200104	200104-C	WWW-12595Z	High Plains Energy Co.	1/1/1992	88	379	29N	109W	23	ALL	FEDERAL
200104	200104-B	WWW-12595Z	High Plains Energy Co.	1/1/1992	88	379	29N	109W	14	ALL	FEDERAL
200104	200104-A	WWW-12595Z	High Plains Energy Co.	1/1/1992	88	379	29N	109W	13	ALL	FEDERAL
200102	200102-C	WWW-12594Y	High Plains Energy Co.	1/1/1992	88	369	28N	108W	28	ALL	FEDERAL
200102	200102-B	WWW-12594Y	High Plains Energy Co.	1/1/1992	88	369	28N	108W	27	ALL	FEDERAL
200102	200102-A	WWW-12594Y	High Plains Energy Co.	1/1/1992	88	369	28N	108W	26	ALL	FEDERAL
200101	200101-A	WWW-12594B	High Plains Energy Co.	1/1/1992	88	367	28N	108W	23	ALL	FEDERAL
200100	200100-B	WWW-11816Y	Horne Petroleum Corp.	12/1/1989	88	417	29N	109W	27	ALL	FEDERAL
200100	200100-A	WWW-11816Y	Horne Petroleum Corp.	12/1/1989	88	417	29N	109W	26	ALL	FEDERAL
200099	200099-C	WWW-11816Z	Horne Petroleum Corp.	12/1/1989	88	415	29N	109W	28	ALL	FEDERAL
200099	200099-B	WWW-11816Z	Horne Petroleum Corp.	12/1/1989	88	415	29N	109W	21	ALL	FEDERAL
200099	200099-A	WWW-11816Z	Horne Petroleum Corp.	12/1/1989	88	415	29N	109W	20	ALL	FEDERAL
200098	200098-C	WWW-11815Z	Horne Petroleum Corp.	12/1/1989	88	411	29N	109W	35	ALL	FEDERAL
200098	200098-B	WWW-11815Z	Horne Petroleum Corp.	12/1/1989	88	411	28N	109W	34	ALL	FEDERAL
200098	200098-A	WWW-11815Z	Horne Petroleum Corp.	12/1/1989	88	411	28N	109W	25	ALL	FEDERAL
200097	200097-A	WWW-11815Z	Horne Petroleum Corp.	12/1/1989	88	409	28N	109W	31	Lots 1-4, E/2, E/2W/2	FEDERAL
200096	200096-A	WWW-11815Y	Horne Petroleum Corp.	12/1/1989	88	407	28N	109W	01	Lots 1-4, S/2S/2	FEDERAL
200093	200093-D	WWW-12594S	High Plains Energy Co.	1/1/1992	88	365	28N	108W	22	S/2	FEDERAL
200093	200093-C	WWW-12594S	High Plains Energy Co.	1/1/1992	88	365	28N	108W	21	All	FEDERAL
200093	200093-B	WWW-12594S	High Plains Energy Co.	1/1/1992	88	365	28N	108W	20	All	FEDERAL
200093	200093-A	WWW-12594S	High Plains Energy Co.	1/1/1992	88	365	28N	108W	15	All	FEDERAL
200079	200079-C	WWW-12594Z	High Plains Energy	1/1/1992	88	363	29N	108W	33	ALL	FEDERAL
200079	200079-B	WWW-12594Z	High Plains Energy	1/1/1992	88	363	29N	108W	32	ALL	FEDERAL
200079	200079-A	WWW-12594Z	High Plains Energy	1/1/1992	88	363	29N	108W	06	ALL	FEDERAL
200076	200076-D	WWW-14226I	Snyder Oil Corp	8/1/1997	115	131	29N	107W	10	N/2NW/4	FEDERAL
200076	200076-C	WWW-14226I	Snyder Oil Corp	8/1/1997	115	131	29N	107W	09	N/2N/2	FEDERAL
200076	200076-B	WWW-14226I	Snyder Oil Corp	8/1/1997	115	131	29N	107W	08	NW/4	FEDERAL
200076	200076-A	WWW-14226I	Snyder Oil Corp	8/1/1997	115	131	29N	107W	07	N/2NE/4	FEDERAL

691

200130	200130-B	Joseph J. Erramouspe	McMurry Oil Co.	9/1/1992	91	95	28N	108W	14	SW/4SW/4	FEE
200131	200131-A	Sister Miriam Grace	McMurry Oil Co.	9/1/1992	91	97	28N	107W	06	NW/4SE/4	FEE
200131	200131-B	Sister Miriam Grace	McMurry Oil Co.	9/1/1992	91	97	28N	108W	14	SW/4SW/4	FEE
200132	200132-A	Bernadette Gosar	McMurry Oil Co.	9/1/1992	91	99	28N	107W	06	NW/4SE/4	FEE
200132	200132-B	Bernadette Gosar	McMurry Oil Co.	9/1/1992	91	99	28N	108W	14	SW/4SW/4	FEE
200133	200133-A	Margaret Sellyie	McMurry Oil Co.	9/1/1992	91	101	28N	107W	06	NW/4SE/4	FEE
200133	200133-B	Margaret Sellyie	McMurry Oil Co.	9/1/1992	91	101	28N	108W	14	SW/4SW/4	FEE
200134	200134-A	Grace Mossman	McMurry Oil Co.	9/1/1992	91	103	28N	107W	06	NW/4SE/4	FEE
200134	200134-B	Grace Mossman	McMurry Oil Co.	9/1/1992	91	103	28N	108W	14	SW/4SW/4	FEE
200136	200136-A	W-107206	Liberty Petroleum Corp.	10/1/1987	88	403	28N	108W	13	ALL	FEDERAL
200136	200136-B	W-107206	Liberty Petroleum Corp.	10/1/1987	88	403	28N	108W	24	ALL	FEDERAL
200137	200137-A	W-100901	Liberty Petroleum Corp.	10/1/1987	88	405	28N	108W	14	N/2, N/2SW/4, SE/4SW/4, SE/4	FEDERAL
200140	200140-A	ST WY 93-00554	McMurry Oil Co.	12/2/1993	96	5	28N	109W	36	ALL	STATE
200142	200142-A	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	194	27N	106W	07	SE/4SW/4	FEE
200142	200142-B	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	194	27N	106W	17	SW/4NW/4	FEE
200142	200142-C	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	194	27N	106W	18	NW/4NE/4, SE/4NE/4	FEE
200143	200143-A	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	196	27N	106W	20	W/2NE/4, SE/4NE/4, E/2SE/4	FEE
200143	200143-B	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	196	27N	106W	21	SW/4SW/4	FEE
200143	200143-C	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	196	27N	106W	28	N/2NW/4	FEE
200144	200144-A	Dunton Sheep Company	McMurry Oil Co.	5/16/1994	99	198	27N	106W	25	NE/4SW/4, SW/4SE/4	FEE
200146	200146-B	WYW-125943	High Plains Energy	1/1/1992	88	361	28N	108W	05	Lots 1-4, S/2S/2	FEDERAL
200146	200146-C	WYW-125943	High Plains Energy	1/1/1992	88	361	28N	108W	06	Lots 1-5, SE/4SW/4, S/2SE/4	FEDERAL
200146	200146-D	WYW-125943	High Plains Energy	1/1/1992	88	361	28N	108W	07	Lots 1-4, E/2, E/2W/2	FEDERAL
200146	200146-A	WYW-125943	High Plains Energy	1/1/1992	88	361	28N	108W	18	Lots 1-4, E/2, E/2W/2	FEDERAL
200149	200149-A	Mary L. Arambel, Trustee of the Mary L. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	108	674	27N	107W	08	NW/4SW/4	FEE
200150	200150-A	John F. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	202	27N	106W	27	SW/4SW/4	FEE
200150	200150-B	John F. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	202	27N	106W	28	NW/4SE/4	FEE
200150	200150-C	John F. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	202	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200151	200151-A	Mary Ann Arambel, et al, Trustees of the Joseph A. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	108	665	27N	106W	27	SW/4SW/4	FEE
200151	200151-B	Mary Ann Arambel, et al, Trustees of the Joseph A. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	108	665	27N	106W	28	NW/4SE/4	FEE
200151	200151-C	Mary Ann Arambel, et al, Trustees of the Joseph A. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	108	665	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200152	200152-A	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1998	108	661	27N	106W	27	SW/4SW/4	FEE
200152	200152-B	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1998	108	661	27N	106W	28	NW/4SE/4	FEE
200152	200152-C	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1998	108	661	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200153	200153-A	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/21/1998	108	659	27N	106W	27	SW/4SW/4	FEE
200153	200153-B	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/21/1998	108	659	27N	106W	28	NW/4SE/4	FEE
200153	200153-C	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/21/1998	108	659	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200154	200154-A	Karl B. Kurtz, Trustee of the Isabell B. Kurtz Family Trust	McMurry Oil Co.	8/26/1998	108	663	27N	106W	27	SW/4SW/4	FEE

200154	200154-B	Karl B. Kurtz, Trustee of the Isabell B. Kurtz Family Trust	McMurry Oil Co.	8/26/1998	108	663	27N 106W 28	NW/4SE/4	FEE
200154	200154-C	Karl B. Kurtz, Trustee of the Isabell B. Kurtz Family Trust	McMurry Oil Co.	8/26/1998	108	663	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200155	200155-A	Christian Bunning, et ux	McMurry Oil Co.	8/19/1998	108	669	27N 106W 27	SW/4SW/4	FEE
200155	200155-B	Christian Bunning, et ux	McMurry Oil Co.	8/19/1998	108	669	27N 106W 28	NW/4SE/4	FEE
200155	200155-C	Christian Bunning, et ux	McMurry Oil Co.	8/19/1998	108	669	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200156	200156-A	Robert Bunning, et ux	McMurry Oil Co.	8/26/1998	108	667	27N 106W 27	SW/4SW/4	FEE
200156	200156-B	Robert Bunning, et ux	McMurry Oil Co.	8/26/1998	108	667	27N 106W 28	NW/4SE/4	FEE
200156	200156-C	Robert Bunning, et ux	McMurry Oil Co.	8/26/1998	108	667	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200157	200157-A	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/18/1998	108	667	27N 106W 27	SW/4SW/4	FEE
200157	200157-B	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/18/1998	108	667	27N 106W 28	NW/4SE/4	FEE
200157	200157-C	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/18/1998	108	667	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200158	200158-A	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Co.	10/15/1998	108	560	27N 106W 27	SW/4SW/4	FEE
200158	200158-B	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Co.	10/15/1998	108	560	27N 106W 28	NW/4SE/4	FEE
200158	200158-C	Karen G. Arambel, individually and as Trustee of the Karen G. Arambel Trust	McMurry Oil Co.	10/15/1998	108	560	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200159	200159-A	Ann Marie Gaviotis	McMurry Oil Co.	10/27/1998	109	562	27N 106W 27	SW/4SW/4	FEE
200159	200159-B	Ann Marie Gaviotis	McMurry Oil Co.	10/27/1998	109	562	27N 106W 28	NW/4SE/4	FEE
200159	200159-C	Ann Marie Gaviotis	McMurry Oil Co.	10/27/1998	109	562	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200160	200160-A	Rosemary Abriani, et vir	McMurry Oil Co.	10/27/1998	109	564	27N 106W 27	SW/4SW/4	FEE
200160	200160-B	Rosemary Abriani, et vir	McMurry Oil Co.	10/27/1998	109	564	27N 106W 28	NW/4SE/4	FEE
200160	200160-C	Rosemary Abriani, et vir	McMurry Oil Co.	10/27/1998	109	564	27N 106W 34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200162	200162-A	WYW-141999 (Segregated out of WYW-118153)	Home Petroleum Corp.	11/3/1989	84	580	28N 108W 33	ALL	FEDERAL
200164	200164-A	WYW-141883 (Segregated out of WYW-130730)	McMurry Oil Company	11/1/1993	94	461	28N 109W 12	ALL	FEDERAL
200164	200164-B	WYW-141883 (Segregated out of WYW-130730)	McMurry Oil Company	11/1/1993	94	461	28N 109W 13	ALL	FEDERAL
200165	200165-A	WYW-141882 (Segregated out of WYW-130232)	McMurry Oil Co.	9/1/93	93	321	28N 109W 01	Lots 1, 2, S/2SE/4	FEDERAL
200166	200166-A	WYW-141998 (Segregated out of WYW-107206)	Liberty Petroleum Corp.	10/1/87	88	403	28N 108W 12	ALL	FEDERAL
200168	200168-A	WYW-142000 (Segregated out of WYW-125947)	High Plains Energy Co.	12/18/1991	88	369	28N 108W 29	ALL	FEDERAL
200170	200170-A	WYW-147795 (Segregated out of WYW-126473)	McMurry Oil Co.	2/1/92	88	455	27N 108W 05	Lots 1-4, S/2N/2, S/2	FEDERAL

200170	200170-B	WYW-147795 (Segregated out of WYW-126473)	McMurry Oil Co.	2/1/92	88	455	27N	106W	08	ALL	FEDERAL
200172	200172-A	WYW-147797 (Segregated out of WYW-127191)	McMurry Oil Co.	7/1/1992	88	738	28N	107W	05	S/2	FEDERAL
200172	200172-B	WYW-147797 (Segregated out of WYW-127191)	McMurry Oil Co.	7/1/1992	88	738	28N	107W	17	ALL	FEDERAL
200175	200175-A	WYW-122309	Standard Energy Company	11/1/1990	111	78	28N	108W	32	ALL	FEDERAL
200176	200176-A	WYW-128039	Kenneth K. Farmer	12/2/1992	92	407	28N	109W	10	ALL	FEDERAL
200176	200176-B	WYW-128039	Kenneth K. Farmer	12/2/1992	92	407	28N	109W	14	ALL	FEDERAL
200179	200179-A	Mary L. Arambel, Trustee of the Mary L. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	106	676	27N	106W	27	SW/4SW/4	FEE
200179	200179-B	Mary L. Arambel, Trustee of the Mary L. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	106	676	27N	106W	28	NW/4SE/4	FEE
200179	200179-C	Mary L. Arambel, Trustee of the Mary L. Arambel Rev. Trust	McMurry Oil Co.	8/20/1998	106	676	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200180	200180-A	WYW-141881 (Segregated out of WYW-128039)	Kenneth K. Farmer	1/1/1993	92	407	28N	109W	24	ALL	FEDERAL
200180	200180-B	WYW-141881 (Segregated out of WYW-128039)	Kenneth K. Farmer	1/1/1993	92	407	28N	109W	25	ALL	FEDERAL
200181	200181-A	WYW-133071	McMurry Oil Co.	8/1/1994	97	459	28N	109W	04	Lot 1, SW/4SE/4	FEDERAL
200181	200181-B	WYW-133071	McMurry Oil Co.	8/1/1994	97	459	28N	109W	09	NW/4, SE/4	FEDERAL
200182	200182-A	WYW-133072	McMurry Oil Co.	8/1/1994	97	460	29N	109W	02	SE/4	FEDERAL
200183	200183-A	WYW-133073	McMurry Oil Co.	8/1/1994	97	461	29N	109W	34	S/2NW/4	FEDERAL
200184	200184-A	WYW-141884 (Segregated out of WYW-133073)	McMurry Oil Co.	7/12/1994	97	461	29N	109W	19	Lot 2, NE/4NW/4, NE/4SE/4, SW/4SE/4	FEDERAL
200185	200185-A	WYW-138524	Snyder Oil Company	3/4/1996	115	140	29N	109W	06	Lots 3, 4, 5, SE/4	FEDERAL
200185	200185-B	WYW-138524	Snyder Oil Company	3/4/1996	115	140	29N	109W	08	NW/4, SE/4	FEDERAL
200186	200186-A	WYW-141885 (segregated out of WYW-138524)	Snyder Oil Company	3/4/1996	115	140	29N	109W	18	Lots 1, 2, SE/4, E/2NW/4	FEDERAL
200187	200187-A	John F. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	200	27N	107W	08	NW/4SW/4	FEE
200188	200188-A	Joseph A. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	204	27N	106W	27	SW/4SW/4	FEE
200188	200188-B	Joseph A. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	204	27N	106W	28	NW/4SE/4	FEE
200188	200188-C	Joseph A. Arambel, et ux	McMurry Oil Co.	8/1/1994	99	204	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200189	200189-A	Isabel B. Kurtz	McMurry Oil Co.	8/1/1994	99	208	27N	106W	27	SW/4SW/4	FEE
200189	200189-B	Isabel B. Kurtz	McMurry Oil Co.	8/1/1994	99	208	27N	106W	28	NW/4SE/4	FEE
200189	200189-C	Isabel B. Kurtz	McMurry Oil Co.	8/1/1994	99	208	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200190	200190-A	WYW-114848	James O. Breene, Jr.	2/1/1989	96	554	27N	109W	11	NW/4NE/4, W/2	FEDERAL
200190	200190-B	WYW-114848	James O. Breene, Jr.	2/1/1989	96	554	27N	109W	23	W/2W/2	FEDERAL
200191	200191-A	WYW-115608	James O. Breene, Jr.	4/1/1989	96	556	27N	108W	06	Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4	FEDERAL
200195	200195-A	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1994			27N	106W	27	SW/4SW/4	FEE
200195	200195-B	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1994			27N	106W	28	NW/4SE/4	FEE
200195	200195-C	Lois T. Zebre, et vir	McMurry Oil Co.	8/1/1994			27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200196	200196-A	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/1/1994	99	206	27N	106W	27	SW/4SW/4	FEE
200196	200196-B	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/1/1994	99	206	27N	106W	28	NW/4SE/4	FEE
200196	200196-C	Lois T. Zebre, as Trustee of the Michael B. Arambel Trust	McMurry Oil Co.	8/1/1994	99	206	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200197	200197-A	Christian Bunning, et ux	McMurry Oil Co.	8/1/1994	99	210	27N	106W	27	SW/4SW/4	FEE

200197	200197-B	Christian Bunning, et ux	McMurry Oil Co.	8/1/1994	99	210	27N	106W	28	NW/4SE/4	FEE
200197	200197-C	Christian Bunning, et ux	McMurry Oil Co.	8/1/1994	99	210	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200198	200198-A	Robert Bunning, et ux	McMurry Oil Co.	8/1/1994	99	212	27N	106W	27	SW/4SW/4	FEE
200198	200198-B	Robert Bunning, et ux	McMurry Oil Co.	8/1/1994	99	212	27N	106W	28	NW/4SE/4	FEE
200198	200198-C	Robert Bunning, et ux	McMurry Oil Co.	8/1/1994	99	212	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE
200199	200199-A	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/1/1994	99	214	27N	106W	27	SW/4SW/4	FEE
200199	200199-B	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/1/1994	99	214	27N	106W	28	NW/4SE/4	FEE
200199	200199-C	Esther G. Cheesman, individually and as Trustee of the Bunning, Jr., Family Trust	McMurry Oil Co.	8/1/1994	99	214	27N	106W	34	NW/4NW/4, S/2NW/4, NW/4SE/4	FEE

695

696

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT:

ANSCHUTZ PINEDALE CORPORATION, as Successor to Anschutz Wyoming Corporation, with offices at 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration does hereby sell, assign, transfer and convey unto **ULTRA RESOURCES, INC.,** with offices at 304 Inverness Way South, Suite 295, Englewood, Colorado 80112-5258, hereinafter referred to as "Assignee," fifty percent (50%) of Assignor's right, title, and interest in and to the lands and leases specifically shown and set forth on Exhibit "A," together with all corresponding right, title, and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

This Assignment is made without covenants of warranty, either expressed or implied, but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

This Assignment is subject to the AMI provisions of the Participation Agreement dated June 18, 1999 by and between Anschutz Wyoming Corporation and Ultra Resources, Inc. and Ultra Petroleum USA, Inc.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 28TH day of March 2004.

ATTEST:

Judith A. Paisley, Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

Pamela S. Kalstrom, Assistant Vice-President

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

On this 28th day of March 2004, personally appeared before me Pamela S. Kalstrom, who, being by me duly sworn did say that she is the Assistant Vice-President of Anschutz Pinedale Corporation and that said instrument was signed on behalf of said Corporation by authority of its by-laws, and said Pamela S. Kalstrom acknowledged to me that said Corporation executed the same.

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

My commission expires:
February 22, 2006

Notary Public: Darla D. Desautels

NOTARY PUBLIC

305088

RECORDED July 7 2004 4:05 PM
IN BOOK 127 OR PAGE 696
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Exhibit "A"
Lease Offering #2
Sublette County, Wyoming

Lease Number	Lessor / Lessee	Effective Date	Term	Description	Gross Acres	BK/PG
WY-2767-00006-AB	William H. Reisner, Jr. & Joan S. Reisner, husband & wife Anschutz Pinedale Corporation	11/13/03	5 Yrs	Township 33 North, Range 109 West, 6th P.M. Section 13: E2SE Section 24: That part of the W2W2NW, described as follows: Beginning at the NW/corner of Section 24, thence South 89 degrees 52 minutes, 619.60 feet to a point, thence South 00 degrees 22 minutes, 2618.84 feet along the east line of that certain tract of record in the Office of the Clerk of Sublette County, in BK 22 of Deed Records, PG 241, to a point, thence continuing 00 degrees 22 minutes West, 50 feet to the intersection with the south line of said W2W2NW, thence North 89 degrees 31.50 minutes West 621.97 feet along the south line to the West one-quarter corner of Section 24, thence North 00 degrees 25 minutes E, 2665.14 ft along the WL of Sec. 24 to the corner of beginning.	118.01	126/104
WY-2767-00027-AJ	Leonard Jensen & Trinni Jensen, husband & wife Anschutz Pinedale Corporation	11/14/03	5 Yrs	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3 (35.20), SWNE	110.48	126/108
WY-2767-00027-AK	Sylvia Eckard & James Eckard, wife and husband Anschutz Pinedale Corporation	11/14/03	5 Yrs	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3 (35.20), SWNE	110.48	126/106
WY-2767-00027-AL	Daniel Carlson & Pam J. Carlson, husband & wife Anschutz Pinedale Corporation	11/14/03	5 Yrs	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3 (35.20), SWNE	110.48	126/102
WY-2767-00027-AM	Jimmy Ditton & Rose Ditton, husband & wife Anschutz Pinedale Corporation	11/14/03	5 Yrs	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** Township 32 North, Range 108 West, 6th P.M. Section 4: Lots 2 (35.28), 3 (35.20), SWNE	110.48	126/110
WY-2767-00034-AB	Floyd E. Bousman, a single man Anschutz Pinedale Corporation	11/05/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 11: NE Section 22: N2	480.00	125/721

Exhibit "A"
Lease Offering #2
Sublette County, Wyoming

Lease Number	Lessor / Lessee	Effective Date	Term	Description	Gross Acres	BK/PG
WY-2767-00037-AE	Herman A. Genetti & Imogene Genetti, husband & wife Anschutz Pinedale Corporation	01/23/04	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 22: SW, N2SE	240.00	126/314
WY-2767-00039-AC	Patrick Johnson, aka Pat Johnson, a widower Anschutz Pinedale Corporation	11/01/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE Section 26: A 121.23 acre tract in the N2N2 described in that certain Quitclaim Deed recorded at BK 3, PG 21 of Quitclaim Deeds. Section 27: N2NE, LESS & EXCEPT a 60' R/W, for a road along the South boundary of said N2NE, as described in that certain Quitclaim Deed recorded at BK 3, PG 21, Quitclaim Deeds and W2, LESS & EXCEPT a 5 acre tract described in that certain Quitclaim Deed at BK 1, PG 610, Quitclaim Deeds. Section 34: NW	752.63	125/717
WY-2767-00039-AD	Grace B. Anderson, a widow Anschutz Pinedale Corporation	11/01/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 22: S2SE Section 26: A 121.23 acre tract in the N2N2 described in that certain Quitclaim Deed recorded at BK 3, PG 21 of Quitclaim Deeds. Section 27: N2NE, LESS & EXCEPT a 60' R/W, for a road along the South boundary of said N2NE, as described in that certain Quitclaim Deed recorded at BK 3, PG 21, Quitclaim Deeds and W2, LESS & EXCEPT a 5 acre tract described in that certain Quitclaim Deed at BK 1, PG 610, Quitclaim Deeds. Section 34: NW	752.63	125/719
WY-2767-00061-AA	Gordon Steele Living Trust, dated 1/26/95, Donna M. Steele & Rhonda F. Swain, Trustees Anschutz Pinedale Corporation	10/22/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE, NENW, NESE, more fully described as follows: Beginning on the northeast corner of Section 16, and running thence South a distance of 2,869.79 feet to Station 2; thence North 40 degrees 10.5 minutes West a distance of 465.40 feet to Station 3; thence North 49 degrees 42 minutes West a distance of 1,878.52 feet to Station 4; Thence North 49 degrees 04 minutes West a distance of 642.31 feet to Station 5; thence North 59 degrees 30 minutes West a distance of 624.19 feet to Station 6; thence North 50 degrees 45.5 minutes East a distance of 912.63 feet to Station 7; thence 89 degrees 34 minutes East a distance of 2,049 feet to	99.00	125/711

Exhibit "A"
Lease Offering #2
Sublette County, Wyoming

Lease Number	Lessor / Lessee	Effective Date	Term	Description	Gross Acres	BK/PG
				Station 1, the point of beginning, containing 99 acres, more or less, EXCEPTING THEREFROM the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953 and recorded March 26, 1953, in the Office of the County Clerk & Ex-Officio Register of Deeds within and for Sublette County, WY, in BK 7, PG 263 Deeds. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette Co., WY in BK 10, PG 179, Deeds. C. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife to Wyoming Telephone Co., Inc. by Quitclaim Deed dated April 23, 1976, recorded April 23, 1976 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, WY in BK 5, PG 570 Quitclaim Deeds.		
WY-2767-00061-AB	Donna M. Steele Living Trust dated 1/26/95, Donna M. Steele, Trustee Anschutz Pinedale Corporation	10/22/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Section 16: A tract in the NE, NENW, NESE, more fully described as follows: Beginning on the northeast corner of Section 16, and running thence South a distance of 2,869.79 feet to Station 2; thence North 40 degrees 10.5 minutes West a distance of 465.40 feet to Station 3; thence North 49 degrees 42 minutes West a distance of 1,878.52 feet to Station 4; Thence North 49 degrees 04 minutes West a distance of 642.31 feet to Station 5; thence North 59 degrees 30 minutes West a distance of 624.19 feet to Station 6; thence North 50 degrees 45.5 minutes East a distance of 912.63 feet to Station 7; thence 89 degrees 34 minutes East a distance of 2,049 feet to Station 1, the point of beginning, containing 99 acres, more or less, EXCEPTING THEREFROM the following: A. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953 and recorded March 26, 1953, in the Office of the County Clerk & Ex-Officio Register of Deeds within and for Sublette County, WY, in BK 7, PG 263 Deeds. B. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay	99.00	125/714

Exhibit "A"
Lease Offering #2
Sublette County, Wyoming

Lease Number	Lessor / Lessee	Effective Date	Term	Description	Gross Acres	BK/PG
				Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette Co., WY in BK 10, PG 179, Deeds. C. That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife to Wyoming Telephone Co., Inc. by Quitclaim Deed dated April 23, 1976, recorded April 23, 1976 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, WY in BK 5, PG 570 Quitclaim Deeds.		
WY-2767-00062-AA	Anna M. Dew, a single woman Anschutz Pinedale Corporation	11/26/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Sec. 26: N2S2 Sec. 27: SE, S2NE	400.00	126/112
WY-2767-00062-AB	William R. Mitchell, a married man, dealing in his sole and separate property Anschutz Pinedale Corporation	11/26/03	5 Yrs	Township 32 North, Range 108 West, 6th P.M. Sec. 26: N2S2 Sec. 27: SE, S2NE	400.00	126/114
WY-2767-00063	Jeptha E. Richie, a single man & Norman H. Richie, a single man Anschutz Pinedale Corporation	11/14/03	5 Yrs	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** Township 32 North, Range 108 West, 6th P.M. Sec. 21: E2 Sec. 28: E2 Sec. 33: E2, SW Sec. 34: All of the SW lying S & E of East Fork River excepting and reserving therefrom the following: 1. A parcel situate in the SESE-33 beginning at the SE/c of Sec. 33, Thence N along the EL of the section, a distance of 295.16 ft; Thence N 89 deg 50' W, parallel with the SL of the section, a distance of 295.16 ft; Thence S, parallel with the EL of the section, a distance of 295.16 ft; Thence S 89 deg 50' E, along the SL of the section, a distance of 295.16 ft to POB. 2. A parcel situate in the SENE-33 beginning at a point which bears S 139.7 ft distance from the NE/c of the SENE-33; Thence S 696.02 ft; Thence W 208.70 ft; Thence N 153.81 ft; Thence W 208.70 ft; Thence N 264.51 ft; Thence E 208.70 ft; Thence N 277.70 ft; Thence E 208.70 ft. to the POB.	1250.00	126/116

CORRECTIVE ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS CORRECTIVE ASSIGNMENT made this 9th day of July, 2004, by SUSAN HAY BELL, whose address is 2905 Ute Street, Canon City, Colorado 81212, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 2905 Ute Street, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Busnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

Jason Charles Bell – an undivided one-half interest
3770 Crown Point Drive, #105
San Diego, CA 91209

305136
RECORDED July 12 2004 2:25 PM
IN BOOK 127 O+G PAGE 701
FEES $ 14.00 Mary L Lybbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

701

Eban Ellery Bell – an undivided one-half interest
420 Cooper Avenue
Canon City, CO 81212

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

EXCEPTING AND EXCLUDING THE WELLBORE JENSEN 14-11D

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

Assignees, by their signatures hereon, agree that this Corrective Assignment is being filed to correct the previous assignment to Assignees by Assignment of Oil and Gas Leasehold Interest to Assignees dated the 2nd day of June, 2004, recorded in Book 127 O & G, Page 600, on the 2nd day of June, 2004, in the County Clerk's Office in Sublette County, Wyoming, to confirm the exception of the Wellbore Jensen 14-11D.

Susan Hay Bell
SUSAN HAY BELL

ASSIGNEES' APPROVAL AS TO FORM:

Jason C Bell
Jason Charles Bell

Eban Ellery Bell
Eban Ellery Bell

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 6th day of July, 2004, by SUSAN HAY BELL.

Witness my hand and official seal.

My commission expires:

LINDA M. FULGHAM-NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 21, 2007

Linda M. Fulgham
Notary Public

[redacted] [redacted] [redacted]

The State of California)
: ss.
County of San Diego)

The foregoing instrument was acknowledged before me this 9 day of July, 2004, by JASON CHARLES BELL.

Witness my hand and official seal.

My commission expires: 21 March 2006

OSCAR J. NEVAREZ
COMM. #1347547
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires March 21, 2006

Notary Public

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 8 day of July, 2004, by EBAN ELLERY BELL.

Witness my hand and official seal.

My commission expires:
3-19-04

Brandi Atencio
Notary Public

BRANDI ATENCIO NOTARY PUBLIC STATE OF COLORADO

704

CORRECTIVE ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS CORRECTIVE ASSIGNMENT made this 12 day of July, 2004, by MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 2905 Ute Street, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Busnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

J. Archie Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

305137

RECORDED July 12 2004 2:25 PM
IN BOOK 127 O+G PAGE 704
FEES $ 14.00 Mary L Hay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

Tom D. Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

EXCEPTING AND EXCLUDING THE WELLBORE JENSEN 14-11D.

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

Assignees, by their signatures hereon, agree that this Corrective Assignment is being filed to correct the previous assignment to Assignees by Assignment of Oil and Gas Leasehold Interest to Assignees dated the 2nd day of June, 2004, recorded in Book 127 O & G, Page 598, on the 2nd day of June, 2004, in the County Clerk's Office in Sublette County, Wyoming, to confirm the exception of the Wellbore Jensen 14-11D.

MARY HAY

ASSIGNEES' APPROVAL AS TO FORM:

J. Archie Chant

Tom D. Chant

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 6th day of July, 2004, by MARY HAY.

Witness my hand and official seal.

My commission expires:

LINDA M. FULGHAM-NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 21, 2007

Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 12 day of July, 2004, by J. ARCHIE CHANT.

Witness my hand and official seal.

My commission expires: March 5, 2007

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires March 5, 2007

Flora A Halter
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 12 day of July, 2004, by TOM D. CHANT.

Witness my hand and official seal.

My commission expires: March 5, 2007

FLORA A. HALTER - NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires March 5, 2007

Flora A Halter
Notary Public

[redacted] [redacted] [redacted]

Execution Form

FIFTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

from

ULTRA RESOURCES, INC.
(Federal Income Tax Identification No. 83-0320643)
(Organizational Identification No. 1997-00320838)
(Mortgagor and Debtor)

to

Jeanie Gonzalez, Trustee
for the benefit of

BANK ONE, NA, as Administrative Agent
(Federal Income Tax Identification No. 74-1508719)
(as Administrative Agent, LC Issuer and a Bank)
(Mortgagee and Secured Party)

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT. FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT THE ADDRESS OF THE MORTGAGOR AND DEBTOR IS 363 N. SAM HOUSTON PARKWAY, SUITE 1200, HOUSTON, TEXAS 77060 AND THE ADDRESS OF THE MORTGAGEE AND SECURED PARTY IS 910 TRAVIS STREET, HOUSTON, TX 77002.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS). THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF THE COUNTIES LISTED ON EXHIBIT "A" HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT "B" ATTACHED HERETO.

Attention of Recording Officer: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described in Exhibit "B" hereto.

305263

RECORDED July 16 2004 3:45 PM
IN BOOK 127 MG PAGE 707
FEES $ 220 PD [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

24520629 03203590

Rerd. bk. 135 pg. 136 5/17/07

709

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED OR FILED SHOULD BE RETURNED TO:

Tristan E. Propst, Esq.
Mayer Brown Rowe & Maw LLP
700 Louisiana, 36th Floor
Houston, Texas 77002

[redacted] [redacted] [redacted]

FIFTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

This FIFTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION (this "Fifth Amendment") is from ULTRA RESOURCES, INC., a Wyoming corporation, ("Mortgagor"), whose address is 363 N. Sam Houston Parkway, Suite 1200, Houston, Texas 77060 to Jeanie Gonzalez, Trustee, whose address in 910 Travis, 6th Floor, Houston, Texas 77002, and her successors and substitutes (the "Trustee") in trust, as hereinafter provided, for the benefit of Bank One, NA, as Administrative Agent, a national banking association, ("Mortgagee"), whose address is 910 Travis, 6th Floor, Houston, Texas 77002, as Agent under the Credit Agreement for itself, the LC Issuer and the Banks, as hereinafter defined.

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted unto Mortgagee for loans made or to be made Banks (as defined below) pursuant to the terms of that certain Second Amended and Restated Credit Agreement dated June 9, 2004 by and among the Mortgagor, Mortgagee (as a Bank, as LC Issuer and as Administrative Agent), certain other financial institutions and banks from time to time party thereto (the "Banks"), (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, to secure the payment of the Indebtedness (as defined in the Security Instrument (defined below) as amended hereby) and the performance of the covenants and obligations relating thereto, Mortgagor has previously executed and delivered that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated March 22, 2000, as amended by that certain Ratification Of and Amendment To Mortgage dated February 15, 2001, as amended by that certain Ratification Of and Amendment To Mortgage dated August 1, 2001, and as further amended by that certain Third Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated March 1, 2002, and as further amended by that certain Fourth Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated September 19, 2003, all of which have been recorded as set forth on Exhibit "A" attached hereto (the "Security Instrument"); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Security Instrument as set forth herein;

NOW THEREFORE, in consideration of the sum of ONE THOUSAND DOLLARS ($1,000.00) and other valuable consideration in-hand paid by Mortgagee to Mortgagor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree that the Security Instrument is hereby amended as follows:

711

ARTICLE I
REAFFIRMANCE OF MORTGAGE; GRANT OF LIEN.

1.1 To secure the Indebtedness (as defined in the Security Instrument (as amended hereby)), Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has GRANTED, MORTGAGED, BARGAINED, SOLD, CONVEYED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, MORTGAGE, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN to Trustee, for the benefit of Mortgagee, WITH POWER OF SALE, the Mortgaged Property; and in addition thereto, Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has GRANTED, MORTGAGED, BARGAINED, SOLD, CONVEYED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, MORTGAGE, BARGAIN, SELL, CONVEY, TRANSFER to Jeanie Gonzalez, as Trustee, for the benefit of Mortgagee, WITH POWER OF SALE the following described Property:

(a) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the leases, rights of way, easements, or other documents described in Exhibit B attached hereto and incorporated herein for all purposes, without regard to any surface acreage and/or depth limitations set forth in Exhibit B, and all renewals and extensions thereof and all new leases, rights of way, easements, or other documents (i) in which an interest is acquired by Mortgagor after the termination or expiration of any lease, right of way, easement, or other document described in Exhibit B, and (ii) that covers all or any part of the Property described in and covered by such terminated or expired lease, right of way, easement, or other document described in Exhibit B, to the extent, and only to the extent, such new leases, rights of way, easements, or other documents may cover such Property (all of the foregoing in this paragraph (a) being hereby added to the definition of "Leases" as defined in the Security Instrument);

(b) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to the lands subject to the Leases described in Exhibit B or otherwise described in Exhibit B (all of the foregoing in this paragraph (b) being added to the definition of "Lands" as defined in the Security Instrument), including, without limitation, the oil, gas, mineral, and leasehold estates in and to the Lands, without regard to any surface acreage and/or depth limitations set forth in Exhibit B;

(c) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to any of the oil, gas, and minerals in, on, or under the Lands described in Exhibit B, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas, or other minerals from such Leases and/or Lands;

(d) all of the foregoing interests of Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or

encumbrances;

(e) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit B, to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in and to all or any portion of such Leases and/or such Lands, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any Governmental Authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of such Leases and/or such Lands;

(f) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit B, to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of such Leases and/or such Lands;

(g) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagor in, to, and under or derived from all existing and future permits, licenses, easements, and similar rights and privileges that relate to or are appurtenant to any of such Leases and/or such Lands; and

(h) any and all proceeds, rents, issues, profits, products, revenues and other income arising from or by virtue of the sale, lease or other disposition, or from any insurance payable with respect to damage, loss or destruction of the collateral described in Subparagraphs (a) and (g) above.

1.2 Security Interest. With respect to all personal property and fixtures comprising a part of the Supplemental Mortgaged Property, together with all proceeds and products thereof, this Fifth Amendment shall likewise be a security agreement, and for the same consideration, and for the purpose of further securing payment and performance of the Indebtedness (as defined in the Security Instrument as amended hereby), Mortgagor hereby grants to Mortgagee a continuing security interest in all improvements and all personal Property of any kind or character defined in and subject to the provisions of the UCC, including, but not limited to, substitutions and replacements for, accessions to, and the proceeds and products from any and all of such improvements and personal Property, whether now owned and existing or hereafter acquired or arising, and situated on any of such Leases and/or such Lands, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal Property and equipment of every kind and character upon, incident, appurtenant, or belonging to and used in connection with the interest of Mortgagor, whether now owned and existing or hereafter acquired or arising, in such Lands and/or such Leases, including, but not limited to, goods that are to become fixtures related to such property and all oil, gas, and

other minerals produced or to be produced to the account of Mortgagor from such Leases and/or such Lands and all accounts receivable, general intangibles, and contract rights of Mortgagor in connection with such Lands and/or such Leases, including, but not limited to, oil, gas, and other minerals and all products, substitutions, and exchanges thereof and accounts resulting from the sale thereof arising at any wellhead or minehead located on such Leases and/or such Lands.

1.3 Supplemental Mortgaged Property. All of Mortgagor's interests in the interests described in Section 1.1 and Section 1.2 and the Lands, the Leases, and the real and personal Property interests hereinabove described (and which are hereby added to the Mortgaged Property as defined in the Security Instrument as amended hereby) are hereinafter collectively called the "Supplemental Mortgaged Property", and the term Mortgaged Property, when used in the Security Instrument, shall be deemed to include reference to the Supplemental Mortgaged Property. Exhibit B hereto shall be made a part of Exhibit A to the Security Instrument, and each reference to Exhibit A in the Security Instrument shall be deemed to include reference to Exhibit B hereto.

1.4 Assignment of Security. Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of Mortgagor to Liens securing payment of proceeds from the sale of production from the Supplemental Mortgaged Property.

1.5 After-Acquired Property. Mortgagor, for the same consideration, hereby grants, mortgages, bargains, sells, conveys, transfers, and assigns to the Trustee or grants to Mortgagee a continuing security interest in, as the case may be, all additional right, title, or interest which Mortgagor may hereafter acquire or become entitled to in the Supplemental Mortgaged Property, which additional right, title, and interest, when acquired, shall also constitute Supplemental Mortgaged Property (and Mortgaged Property), the same as if expressly described and conveyed herein.

1.6 Habendum. TO HAVE AND TO HOLD all and singular the Supplemental Mortgaged Property and all other Property which, by the terms hereof, has or may hereafter become subject to the Liens of the Security Instrument as amended hereby, together with all rights, hereditaments, and appurtenances in anywise belonging to the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

1.7 Assignment. In addition to the conveyance to the Trustee herein made and as additional security for repayment of the Indebtedness (as defined in the Security Instrument as amended hereby), Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas, and other mineral produced, saved and sold from the Supplemental Mortgage Property and attributable to the interest of Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Fifth Amendment is executed, together with the proceeds of any sale thereof. Mortgagor hereby directs any purchaser now or hereafter taking any production from the Supplemental Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same. The purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts and to execute all

such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

ARTICLE II
APPOINTMENT OF TRUSTEES

The Mortgagee hereby appoints and reaffirms the appointment of Jeanie Gonzalez as Trustee, and vests in Jeanie Gonzalez all of the right, estate and title of in and to all of the Mortgaged Property, including the Supplemental Mortgaged Property. Jeanie Gonzalez shall continue to have all of the rights, powers, privileges, immunities and duties previously conferred upon the Trustee under the Mortgage.

ARTICLE III
AMENDMENTS TO SECURITY INSTRUMENT

3.1 Section 2.1 - Specific Obligations, to the Security Instrument is hereby amended by replacing the text of that subsection in its entirety with the following text:

> The Obligations outstanding under that certain Second Amended and Restated Credit Agreement dated as of June 9, 2004, by and among the Mortgagor, Mortgagee (as a Bank, as LC Issuer (together with its successors and assigns in such capacity, the "LC Issuer") and as Administrative Agent (together with its successors and assigns in such capacity, the "Administrative Agent")), certain other financial institutions and banks from time to time party thereto (the "Banks"), (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), including, without limitation, the indebtedness evidenced by those certain revolving notes dated effective June 9, 2004, in an aggregate principal amount of up to $500,000,000 and all other notes given in substitution therefor to any Bank(s) or in modification, renewal or extension thereof, in whole or in part (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, including, without limitation, any assignment of all or any portion of such notes from the Bank(s) to another financial institution pursuant to the Credit Agreement being hereafter called, collectively, the "Note").

3.2 Any and all references in the Security Instrument to the "Credit Agreement" are hereby amended to mean, and shall hereafter be deemed to refer to, the "Credit Agreement" as defined in Section 2.1 of the Security Instrument as amended hereby.

3.3 Any and all references in the Security Instrument to the "Administrative Agent," the "LC Issuer" or the "Banks" are each amended to mean, and shall hereafter be deemed to refer to, respectively, the "Administrative Agent," the "LC Issuer" and the "Banks" as defined in Section 2.1 of the Security Instrument as amended hereby.

3.4 Any and all references in the Security Instrument to the "Mortgagee" are amended to mean, and shall hereafter be deemed to refer to, the "Mortgagee" as defined in the preamble of this Fifth Amendment.

3.5 By execution of this Fifth Amendment, Mortgagor hereby ratifies, adopts and confirms, as of the date hereof, all of Mortgagor's warranties, representations, and covenants set forth in the Security Instrument, as hereby amended, and in the Credit Agreement.

3.6 Each capitalized term used but not defined herein shall have the meaning given to such term in the Credit Agreement.

3.7 The Security Instrument, as hereby amended, shall remain in full force and effect, subject to any partial releases that may have heretofore been filed for record relating to such Security Instrument. The indebtedness secured by the Security Instrument is a continuing indebtedness and nothing contained herein or in any other document shall be construed to deem paid such indebtedness, or as a novation of such indebtedness or the Security Instrument, or to release or terminate any lien or security interest which secures payment of such indebtedness, and all liens and security interests which secure payment of such indebtedness (including, without limitation, those created by the Security Instrument) shall continue in full force and effect, unimpaired from the date(s) of their creation and perfection.

3.8 This Fifth Amendment shall be considered as an amendment to and ratification of the Security Instrument, and the Security Instrument, as herein expressly amended, is hereby ratified, approved and confirmed in every respect. All liens created, extended or renewed by the Security Instrument are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Security Instrument in any document heretofore or hereafter executed shall be deemed to refer to the Security Instrument as amended by this Fifth Amendment.

3.9 For purposes of filing this Fifth Amendment as an amendment to a financing statement, the address for Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, are as set forth herein above.

3.10 (i) The cover page to this Fifth Amendment sets forth the legal name of the Mortgagor as registered in the jurisdiction in which Mortgagor is incorporated; (ii) Mortgagor's state of incorporation, organizational identification number as designated by the state of its incorporation, taxpayer identification number, and principal place of business (or, if it has more than one place of business, its chief executive office) are as set forth on Attachment 1 hereto; and (iii) Mortgagor is now and has been known by any trade name or assumed name.

3.11 For the convenience of the parties, this Fifth Amendment may be executed in multiple counterparts. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Fifth Amendment.

3.12 Mortgagee shall be entitled and authorized at any time to file this Fifth Amendment, or a carbon, photographic or any other reproduction of this Fifth Amendment, as a financing statement or any other Uniform Commercial Code financing statement, continuation

statement and financing statement amendment, covering all of the Mortgaged Property or any portion thereof, which may be filed as such without the signature of the Mortgagor where and to the full extent permitted by applicable law, but the failure of Mortgagee to do so shall not impair the validity or enforceability of this Fifth Amendment. Mortgagee shall have no duty to comply with any recording, filing or other legal requirements necessary to establish or maintain the validity, priority or enforceability of, or Mortgagee's rights in or to, any of the Mortgaged Property.

[*The Remainder of This Page is Intentionally Left Blank.*]

EXECUTED on this 9th day of June, 2004.

MORTGAGOR and DEBTOR

ADDRESS OF MORTGAGOR:

363 N. Sam Houston Parkway
Suite 1200
Houston, Texas 77060

ULTRA RESOURCES, INC.

By: _____
Michael D. Watford
President and Chief Executive Officer

This Fifth Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production is executed by the undersigned solely for the purpose of acknowledging and accepting the benefits conferred on Mortgagee and to evidence its agreement with the covenants of Mortgagee as set forth herein.

MORTGAGEE and SECURED PARTY

BANK ONE, NA, as Administrative Agent

By: _____
Stephen M. Shatto
Director

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9th day of June, 2004 by Michael D. Watford as President and Chief Executive Officer of Ultra Resources, Inc.

(Seal)

NOTARY PUBLIC
DENA RENAE DuBOSE
Notary Public, State of Texas
My Commission Expires 12-07-04

Notary Public, State of Texas

My commission expires: 12-07-04

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of June, 2004 by Stephen M. Shatto as Director of Bank One, NA.

(Seal)

Notary Public, State of Texas

My commission expires: August 28, 2004

KAREN M ASH
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 28, 2004

EXHIBIT "A"
to
FIFTH AMENDMENT AND SUPPLEMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION

STATE	COUNTY	DOCUMENT	RECORDING INFORMATION
Wyoming	Sublette Co.	Deed of Trust, Mortgage	No. 278180, Book 114 O&G, Page 629
		UCC-1 Financing Statement	No. 278184 and/or 035811
	Secretary of State	UCC-1 Financing Statement	No. 00-102-13-1C02
Wyoming	Sublette Co.	Ratification of and Amendment to Deed of Trust, Mortgage	No. 283288, Book 117 O&G, Page 387
		Non-Standard Financing Statement	No. U37042
	Secretary of State	Non-Standard Financing Statement	No. 01 086 16 1A03
Wyoming	Sublette Co.	Ratification of and Amendment to Deed of Trust, Mortgage	No. 286140, Book 119 O&G, Page 276
	Wyoming Secretary of State	Non-Standard Financing Statement	No. 01 239 16 1a02
Wyoming	Sublette Co.	Third Amendment to Deed of Trust, Mortgage	#289305 O&G Book 121/Pg 155
	State Lands and Investments	Third Amendment to Deed of Trust, Mortgage	Approved July 10, 2002
	Secretary of State	UCC-1 Financing Statement	#02066162D07
Wyoming	Sublette Co.	Fourth Amendment to Deed of Trust, Mortgage	#300096 O&G Book 106/Pg 42
	Secretary of State	UCC-1 Financing Statement	#2003-19957744

Preamble to EXHIBIT B
To Mortgage, Assignment, Security Agreement,
Fixture Filing and Financing Statement
from Hilcorp Energy I, L.P., to
Deutsche Bank Trust Company Americas, as Agent

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit B and the listing of any percentage, decimal or fractional interest in this Exhibit B shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit B may refer only to a portion of the land covered by a particular lease. This instrument is not limited to the land described in Exhibit B but is intended to cover the entire interest of the Grantor in any lease described in Exhibit B even if such interest relates to land not described in Exhibit B. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit B. To the extent that the land descriptions in this Exhibit B are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

3. References in Exhibit B to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit B are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

[Do not detach this page]

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1068	ST WY 94-00293	CENEX INC	06/02/94	110	326	271742	SUBLETTE	T33N R109W Sec 16: SWSW, NWSW T33N R109W Sec 16: N2, SE, NWSW, SESW T32N R109W Sec 10: E2NE Sec 11: ALL Sec 12: ALL Sec 13: ALL Sec 14: NE, NENW, NESE Sec 24: NE, NENW
WY1096	BLM WYW-129610	DOUBLE EAGLE PETROLEUM & MINING CO	07/01/93	108	470	268725	SUBLETTE	
WY1112	BLM WYW-135123	CENEX INC	02/01/95				SUBLETTE	T32N R109W Sec 4: LOT 5(50.71), 6(47.92), 7(45.09), 11(39.56), 12(39.60), 13(39.44), 14(39.40) Sec 10: W2NE, W2, SE Sec 14: W2NW, SENW, SW, W2SE, SESE Sec 15: E2 T32N R109W Sec 5: LOT 1(37.86) Sec 18: 2(40.00), 3(19.09), 4(19.26), 5(40.00), 6(40.00), 7(40.00), 8(40.00), 9(19.44), 10(19.61), 11(40.00), 12(40.00) T32N R109W Sec 19: LOT 1(40.00), 2(40.00), 3(19.91), 4(20.33), 5(40.00), 6(40.00), 7(40.00), 8(40.00), 9(20.76), 10(21.19), 11(40.00), 12(40.00) T32N R109W Sec 18: LOT 1(40.00)

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
WY1123	BLM WYW-015314	EDWIN L GUENZEL	06/01/52	115	93		SUBLETTE	T30N R108W Sec 10: SWSW, NESW SURFACE TO 200 FEET BELOW 11,460 FEET T30N R108W Sec 10: SWSW, NESW BELOW A DEPTH OF 200 FEET BELOW 11,460 FEET T30N R108W Sec 15: SENE T30N R108W Sec 10: NWSW, SESW SURFACE TO 200 FEET BELOW 11,460 FEET T30N R108W Sec 10: NWSW, SESW FROM 200 FEET BELOW 11,460 T30N R108W Sec 14: NESW, SWSW SURFACE TO 200 FEET BELOW 11,460 FEET T30N R108W Sec 14: NESW, SWSW FROM 200 FEET BELOW 11,460 FEET

227

Lease no.....	Lessor.....	Lessee.....	Lease date....	Book....	Page....	Ref.....	County/Parish	Description.....

723

T30N R108W
Sec 9: SE

Sec 10: SE

Sec 15: W2, SE, N2NE, SWNE

T30N R108W
Sec 8: S2

Sec 17: N2

Sec 22: N2NE, SWNE

T30N R108W
Sec 23: N2NW

T30N R108W
Sec 23: SWNW, SENW

T30N R108W
Sec 9: SW

Sec 14: NWSW, SESW

SURFACE TO 200 FEET BELOW 11,460 FEET

T30N R108W
Sec 9: SW

Sec 14: NWSW, SESW

FROM 200 FEET BELOW 11,460

T30N R108W
Sec 10: NE

SURFACE TO 200 FEET BELOW 11,460 FEET

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1124	BLM WYW-06269	DONALD B ANDERSON	06/01/51				SUBLETTE	T30N R108W Sec 22: SENE T31N R109W Sec 14: NENE, NWNE SURFACE TO 9,931 FEET T31N R109W Sec 14: NENE,NWNE BELOW 9,931 FEET T31N R109W Sec 14: SWNE, SENE SURFACE TO 9,931 FEET T31N R109W Sec 14: SWNE, SENE BELOW 9,931 FEET T31N R109W Sec 13: NE, SW SURFACE TO 9,931 FEET Sec 24: E2NE, SWNE SURFACE TO 9,991 FEET E2SW SURFACE TO 12,800 FEET Sec 25: NE, SW SURFACE TO 12, 800 FEET T31N R109W Sec 13: NE, SW

#24

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								BELOW 9,931 Sec 24: NE BELOW 9,931 FEET E2SW BELOW 12,800 FEET Sec 25: NE, SW BELOW 12,800 FEET T31N R109W Sec 13: NW, SE Sec 14: SE Sec 24: NW,SE Sec 25: NW, SE
WY1125	BLM WYW-06270	DONALD B ANDERSON	06/01/51				SUBLETTE	T31N R109W Sec 35: W2, S2NE T31N R109W Sec 24: NWNE SURFACE TO 9,991 FEET T31N R109W Sec 2: SWSW SURFACE TO 11,866 FEET T31N R109W Sec 2: SWSW FROM 11,866 FEET AND BELOW T31N R109W Sec 2: N2SW, SESW

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description

SURFACE TO 11,866 FEET

T31N R109W
Sec 2: N2SW, SESW

FROM 11,866 FEET AND BELOW

T31N R109W
Sec 3: LOT 1(39.37), 2(39.42), NWSW, E2SW

SURFACE TO 11,866 FEET

T31N R109W
Sec 3: LOT 1(39.37), 2(39.42), NWSW, E2SW

FROM 11,866 FEET AND BELOW

T31N R109W
Sec 2: LOT 3(39.26), 4(39.46), S2NW, S2SE, NWSE

Sec 3: LOT 3(39.48), 4(39.53), S2NW, W2SE, NESE

Sec 10: NE, NWSE

Sec 11: N2NW

Sec 12: PART OF LOT 8(20.61), 10(36.86), SESW

T31N R109W
Sec 1: LOT 1(39.84), 2(39.54), 3(39.22), 4(38.92), S2NW, NWSW

Sec 2: LOT 1(38.86), 2(39.06), S2NE

Sec 9: S2SE

Sec 10: E2NW, SWNW, SW

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1127	BLM WYW-06286	DONALD B ANDERSON	06/01/51				SUBLETTE	Sec 12: PART OF LOT 6(26.11), 7(39.80), PT OF LOT 8 (20.61), SESE, NESE T31N R109W Sec 10: NWNW Sec 12: SWSE T31N R109W Sec 3: SWNE, SENE, SWSW SURFACE TO 11,866 FEET T31N R109W Sec 3: SWNE FROM 11,866 FEET AND BELOW T31N R109W Sec 2: NESE Sec 3: SESE T32N R109W Sec 34: NENW, SWNE T32N R109W Sec 34: E2SW, SWSW Sec 35: N2SW, SESW SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 11,877 FEET T32N R109W Sec 34: E2SW, SWSW Sec 35: N2SW, SESW

727

Lease no.....	Lessor.....	Lessee.....	Lease date....	Book....	Page....	Ref.....	County/Parish	Description.....

11,877 FEET AND BELOW

T32N R109W
Sec 27: S2

Sec 28: SE

Sec 33: W2NE,SWSE, E2SE, SENE

Sec 34: E2NE, NWNE, W2SE, SESE, NWNW, S2NW

T32N R109W
Sec 27: NENW

Sec 35: NE, N2SE, SESE

T32N R109W
Sec 27: W2NW, SENW

Sec 28: NE

Sec 35: SWSE, NW

T32N R109W
Sec 34: NESE

T32N R109W
Sec 33: NENE, NWSE

T32N R109W
Sec 34: NWSW

Sec 35: SWSW

SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF
11,877 FEET

T32N R109W

728

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								Sec 34: NWSW Sec 35: SWSW 11,877 FEET AND BELOW
WY1129	BLM WYW-015315	MARY ALICE GUENZEL	06/01/52	109	271	269506	SUBLETTE	T32N R109W Sec 7: Lot 2 (40.00), 5 (40.00), 7 (40.00), 8 (40.00), 11 (40.00), 12 (40.00) Sec 18: E2 Sec 19: E2 Sec 20: S2NW, NWNW, S2SW, NWSW, S2NE, NWNE, N2SE, SESE FROM THE SURFACE TO A DEPTH OF 12,050 FT
								T32N R109W Sec 7: Lot 2 (40.00), 5 (40.00), 7 (40.00), 8 (40.00), 11 (40.00), 12 (40.00) Sec 18: E2 Sec 19: E2 Sec 20: S2NW, NWNW, S2SW, NWSW, S2NE, NENE, N2SE, SESE FROM 12,050' TO 13,003'
								T32N R109W Sec 7: Lot 2 (40.00), 5 (40.00), 7 (40.00), 8 (40.00), 11 (40.00), 12 (40.00) Sec 18: E2 Sec 19: E2 Sec 20: S2NW, NWNW, S2SW, NWSW, S2NE, NENE, N2SE, SESE FROM 13,003' AND BELOW
								T32N R109W Sec 21: NWNW, SENW, NESW FROM THE SURFACE TO THE DEPTH OF 12050 FT

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
								T32N R109W Sec 21: NWNW, SENW, NESW FROM THE 12,050' TO 13,000'
								T32N R109W Sec 21: NWNW, SENW, NESW FROM 13,000' AND BELOW
								T32N R109W Sec 7: LOT 1 (40.00) SURFACE TO 12,050'
								T32N R109W Sec 7: LOT 6(40.00) SURFACE TO 12'050'
								T33N R109W Sec 32: SWNW, NENW, SW SURFACE TO 13,401'
								T33N R109W Sec 32: SWNW, SW 13,401' AND BELOW
								T32N R109W Sec 20: NENW, NESW, NWNE Sec 21: NENW, SWSW, SWNW,NWSW, SESW
								T33N R109W Sec 32: SENW, SURFACE TO 13,401'
								T33N R109W Sec 32: SENW 13,401' AND BELOW
								T32N R109W Sec 7: LOT 1(40.00) SURFACE TO 12,050'

730

Lease no	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1130	BLM WYW-015316	FRED M MANNING JR	06/01/52	11	247		SUBLETTE	T32N R109W Sec 7: LOT 1(40.00) 12,050' AND BELOW T32N R109W Sec 20: SWSE FROM THE SURFACE TO A DEPTH OF 12,050 FT T32N R109W Sec 20: SWSE FROM 12,050' TO 13,003' T30N R108W Sec 4: SW Sec 9: N2NE, SENE SURFACE TO 11,660' T30N R108W Sec 4: SW Sec 9: N2NW, SENW 11,660' AND BELOW T30N R108W Sec 4: LOT 3(35.88), 4(36.36), S2NW, SE Sec 9: N2NW, SENW Sec 10: E2NW, SWNW T31N R108W Sec 29: E2SE, SWSE Sec 32: E2 Sec 33: SW T30N R108W Sec 3: SW Sec 4: LOT 1(34.92), 2(35.40), SENE T31N R108W

731

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1131	BLM WYW-015317	R L MANNING	06/01/52	108	504		SUBLETTE	Sec 29: NE Sec 33: NW T31N R108W Sec 29: NWSE T30N R108W Sec 4: SWNE T30N R108W Sec 9: SWNW T30N R108W Sec 9: SWNW Sec 10: NWNW T30N R108W Sec 9: SENE SURFACE TO 11,660' T30N R108W Sec 9: SENE 11,660' AND BELOW T32N R109W Sec 4: Lot 8 (42.32), 9(39.48), 10(39.49), 15(39.44),16(39.44) Sec 9: N2, N2S2, SESE Sec 15: W2 Sec 21: N2NE, SENE Sec 22: NE, NWNW, SENW SURFACE TO 12,050' T32N R109W Sec 4: Lot 8(42.32), 9(39.48), 10(39.49), 15(39.44), 16(39.44) Sec 9: N2, N2S2, SESE Sec 15: W2

732

733

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
								Sec 21: N2NE, SENE Sec 22: NE, NWNW, SENW 12,050' TO 13,194' T32N R109W Sec 4: Lot 8(42.32), 9(39.48), 10(39.49), 15(39.44), 16(39.44) Sec 9: N2, N2S2, SESE Sec 15: W2 Sec 21: N2NE, SENE Sec 22: NE, NWNW, SENW 13,194' AND BELOW T33N R109W Sec 34: W2E2, E2NW, SESW SURFACE TO 13,194' T33N R109W Sec 34: W2E2, E2NW, SESW 13,194 AND BELOW T33N R109W Sec 34: NESW SURFACE TO 13,194' T33N R109W Sec 34: NESW 13,194' AND BELOW T32N R109W Sec 22: NENW, SWNW SURFACE TO 12,050' T32N R109W Sec 22: NENW, SWNW 12,050' TO 13,194

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1132	BLM WYW-016158	PHIL D HELMIG	07/01/52				SUBLETTE	T32N R109W Sec 22: NENW, SWNW 13,194 AND BELOW T32N R109W Sec 21: SWNE T30N R108W Sec 25: SWNE T30N R108W Sec 25: NWNW Sec 26: NENE, NWNE, NWNW, SENE, NESE, SENW T30N R107W Sec 7: LOTS 1 (38.50), 2(38.70), 3(38.90), 4(39.10), E2W2 T30N R108W Sec 25: N2NE, SENE, S2NW, NENW, N2SW, SE Sec 34: NE, N2SE, N2NW Sec 35: N2, N2S2, S2SE
WY1133	BLM WYW-016161	PHIL D HELMIG	07/01/52				SUBLETTE	T30N R108W Sec 25: S2SW Sec 26: SWNE, NENW, SWNW, SW, S2SE, NWSE T30N R108W Sec 24: SWSE T30N R108W Sec 14: S2NW, NENW T30N R108W Sec 24: N2, N2S2, SWSE, SESE

734

735

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1134	BLM WYW-016162	PHIL D HELMIG	07/01/52				SUBLETTE	T30N R108W Sec 11: E2E2 Sec 12: ALL Sec 13: ALL Sec 14: NE, N2SE, SESE T30N R108W Sec 24: SWSW T30N R108W Sec 11: E2SW, NWSW T30N R108W Sec 1: LOT 2(29.42), 3(30.00),4(30.59),S2NW, SWNE, S2 Sec 2: LOT 1(31.11), 2(31.59), 3(32.05), 4(32.53), S2N2, S2 Sec 3: LOT 1(33), 2(38.48), 4(34.44), S2N2, N2SE, SESE Sec 11: W2E2, NW T30N R108W Sec 27: E2,E2W2 T30N R108W Sec 11: SWSW T30N R108W Sec 3: LOT 3(33.96)
WY1135	BLM WYW-018039	MORRIS KLINE	10/01/52				SUBLETTE	T30N R108W Sec 3: SWSE Sec 14: SWSE Sec 17: SESE Sec 18: NENE

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
WY1136	BLM WYW-026025	GRISELDA M BENNETT	04/01/50	115	95		SUBLETTE	T31N R108W Sec 33: NWNE, SWSE T30N R108W Sec 14: NWNW T30N R108W Sec 23: SWNE T30N R108W Sec 22: NESW T31N R109W Sec 23: NE T31N R109W Sec 24: W2SW T31N R109W Sec 14: W2SW, SESW, S2NW Sec 23: SE T31N R109W Sec 22: NW, E2 Sec 27: E2NE Sec 35: N2NE T31N R109W Sec 15: LOT 7(29.95), 8(27.39), E2SW, SE Sec 23: W2 Sec 26: ALL T31N R109W Sec 14: NESW

737

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1137	BLM WYW-026026	PATRICIA GAYLORD ANDERSON	04/01/50				SUBLETTE	T31N R109W Sec 11: LOT 1(28.93) Sec 12: LOT 9(22.02) 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 SEC 11 AND LOTS 8, 9 AND 10 OF SEC 12 T31N R109W Sec 12: LOT 5(21.25) AND THE BED OF THE NEW FORK RIVER RIPARIAN TO LOTS 5,6,7 OF SEC 12 AND LOTS 7,8 OF SEC 15 T32N R109W Sec 6: Lots 1(30.15), 2(26.97), 3(23.79), 4(30.23), 5(21.11), 6(40.00), 7(40.00), 9(40.00), 10(21.20), N2SE Sec 7: S2SE SURFACE TO 12,050' T32N R109W Sec 6: Lots 1(30.15), 2(26.97), 3(23.79), 4(30.23), 5(21.11), 6(40.00), 7(40.00), 9(40.00), 10(21.20), N2SE Sec 7: S2SE 12,050' TO 13,003' T32N R109W Sec 6: Lots 1(30.15), 2(26.97), 3(23.79), 4(30.23), 5(21.11), 6(40.00), 7(40.00), 9(40.00), 10(21.20), N2SE Sec 7: S2SE 13,003' AND BELOW T32N R109W Sec 8: NWNE, SENE, W2SE, E2SW, SWSW Sec 17: N2NE, SWNE, S2NW, W2SW, E2SE, SESE
WY1138	BLM WYW-08589	JEAN HARMON	10/01/51	109	370		SUBLETTE	

737

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1139	BLM WYW-08592	GWEN KEIF	10/01/51	108	295	268385	SUBLETTE	T32N R109W Sec 5: LOTS 2(36.12), 3(34.36), 4(32.62), SE, N2SW, SESW SURFACE TO 12,050' T32N R109W Sec 5: LOTS 2(36.12), 3(34.36), 4(32.62), SE, N2SW, SESW 12,050' TO 13,194' T32N R109W Sec 5: LOTS 2(36.12), 3(34.36), 4(32.62), SE, N2SW, SESW 13,194' AND BELOW T32N R109W Sec 5: SWSW Sec 6: Lot 8(40.00), SWSE, SESE Sec 7: SWNE, NESE, NENE, SENE Sec 8: W2NW, NWSW SURFACE TO 12,050' T32N R109W Sec 6: Lot 8(40.00), S2SE Sec 7: NWNE, NWSE Sec 8: W2NW, NWSW FROM 12,050' AND BELOW T32N R109W Sec 8: NENE, NENW, SENW, SWNE, NWSE, SWSE Sec 17: NENW, NWNW, NESW, SESW T32N R109W Sec 7: NWNE, NWSE

738

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
								T33N R109W Sec 21: S2S2 Sec 28: SE, N2SW, NE, S2NW, NWNW Sec 29: S2N2, W2SW, SESW, W2SE, NESW, S2N2N2, NENENE SURFACE TO 13,211'
								T33N R109W Sec 21: S2S2 Sec 28: SE, N2SW, NE, S2NW, NWNW Sec 29: S2N2, W2SW, S2SW, W2SE, NESE, S2N2N2, NENENE 13,195' AND BELOW
								T33N R109W Sec 33: NE,S2NW,NWSE, S2SE, NWSW, SESW Sec 34: W2W2 FROM THE SURFACE TO 13,211'
								T33N R109W Sec 33: NE,S2NW, NWSE, S2SE, NWSW, SESW Sec 34: W2W2 FROM 13,194' AND BELOW
								T33N R109W Sec 29: NESW, SESE SURFACE TO 13,401'
								T33N R109W Sec 29: NESW, SESE BELOW 13,402'
								T33N R109W Sec 33: NESE, NESW, NWNW, SWSW SURFACE TO 13,194'
								T33N R109W Sec 33: NESE, NESW, NWNW, SWSW BELOW 13,194'

739

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1140	BLM WYW-08593	GWEN KEIF	10/01/51				SUBLETTE	T33N R109W Sec 28: NENW SURFACE TO 13,210'
								T33N R109W Sec 33: NESE, NESW BELOW 13,211'
								T33N R109W Sec 29: N2N2NW, N2NWNE, NWNENE
								T33N R109W Sec 32: SE, S2NE, NWNE SURFACE TO 13,401'
								T33N R109W Sec 32: SE, S2NE, NWNE 13,402' AND BELOW
								T33N R109W Sec 28: SWSW, SESW SURFACE TO 13,211'
								T33N R109W Sec 28: SWSW, SESW BELOW 13,211'
								T33N R109W Sec 33: NENW
								T33N R109W Sec 32: NENE SURFACE TO 13,401'
								T33N R109W Sec 32: NENE 13,402' AND BELOW
								T33N R109W Sec 17: S2NE, W2, N2SE, SESE

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Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								Sec 18: LOT 1(36.95), 2(37.14), 3(37.32), 4(37.51), E2W2, NE, N2SE, SWSE Sec 19: W2E2E2, NENENE, W2E2 SURFACE TO 13,301'
								T33N R109W Sec 17: S2NE, W2, N2SE, SESE Sec 18: LOT 1(36.95), 2(37.14), 37.32), 4(37.51), E2W2, NE, N2SE, SWSE Sec 19: W2E2E2, NENENE, W2E2 13,301' AND BELOW
								T33N R109W Sec 20: E2SENE, E2E2SE, N2NWNW Sec 21: NW, W2NE, N2SE, NWSW SURFACE TO 13,211'
								T33N R109W Sec 20: S2SENE, E2E2SE Sec 21: NW, W2NE, N2SE, NWSW 13,211' AND BELOW
								T33N R109W Sec 17: SWSE SURFACE TO 13,401'
								T33N R109W Sec 17: SWSE 13,401' BELOW
								T33N R109W Sec 19: E2E2SE, E2SENE, SENENE
								Sec 20: SENW, W2SENE, W2SW, NWSE, W2E2SE, S2NWNW

194

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								T33N R109W Sec 20: NESW, SWNW, SWNE, SESW, SWSE
								T33N R109W Sec 20: N2NENE, SENENE, N2NWNE, N2NENW
								T33N R109W Sec 20: SWNENE, S2NWNE, S2NENW
								T33N R109W Sec 21: NESW SURFACE TO 13,211'
								T33N R109W Sec 21: NESW 13,211' AND BELOW
								T33N R109W Sec 18: SESE
WY1145	BLM WYW-135124	MERIDIAN OIL INC	02/01/95	100	552		SUBLETTE	T32N R109W Sec 22: E2SW, SE Sec 23: ALL Sec 24: W2NW, SENW, S2
								T32N R109W Sec 21: SE Sec 22: NWSW, SWSW
WY1147	BLM WYW-016155	ROBERT O ANDERSON	07/01/51				SUBLETTE	T30N R107W Sec 7: W2SE Sec 18: LOT 1(39.25), 2(39.35), 3(39.45), 4(39.55), E2, E2W2 Sec 19: LOT 1(39.66), 2(39.80), 3(39.92), 4(40.06), E2, E2W2

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743

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								Sec 20: E2SE, W2E2, W2
								Sec 30: LOT 1(40.17), E2W2, W2NE
								T30N R107W Sec 30: LOT 2(40.29), 3(40.39)
								T30N R107W Sec 30: LOT 4 (40.51)
WY1148	BLM WYW-016167	H E HARRINGTON	07/01/52				SUBLETTE	T33N R109W Sec 19: LOT 1(37.72), 2(37.95), 3(38.18), 4(38.42), E2W2
								Sec 27: SW, SWNW, SWSE
								Sec 30: LOT 1(38.63), 2(38.80),3(38.98), 4(39.15), E2W2, SE, S2NE, NWNE, S2NENE, NWNENE
								Sec 31: ALL
								Sec 35: SW, SWNW SURFACE TO 13,401'
								T33N R109W Sec 19: LOT 1(37.72), 2(37.95), 3(38.18), 4(38.42), E2W2
								Sec 27: SW, SWNW, SWSE
								Sec 30: LOT 1(38.63), 2(38.80),3(38.98), 4(39.15), E2W2, SE, S2NE, NWNE, S2NENE, NWNENE
								Sec 31: ALL
								Sec 35: SW, SWNW 13,401' AND BELOW
								T33N R109W Sec 34: E2E2 SURFACE TO 13,194'
								T33N R109W

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1150	BLM WYW-143046	HIGH PLAINS ASSOCIATES INC	10/01/97	105	712	264140	SUBLETTE	T32N R109W Sec 34: E2E2 31,194 AND BELOW T32N R109W Sec 3: LOT 4(11.20), SWNW, W2SW, SESW SURFACE TO 12,050' T32N R109W Sec 3: LOT 4(11.20), SWNW, W2SW, SESW 12,050' TO 13,003' T32N R109W Sec 3: LOT 4(11.20), SWNW, W2SW, SESW 13,003 AND BELOW T32N R109W Sec 30: NENENE T31N R109W Sec 4: Lot 1(39.36), SENE T31N R109W Sec 4: LOT 2(39.39), SWNE, SE Sec 9: N2NE, SWNE, NWSE, SENE, NESE (EXCL 4.0 ACS IN RSVR ROW WYW020645) Sec 21: Lot 2(37.63), 6(20.22), 9(36.10),SWNW, NESE, S2SE, RSVR ROW WYW-02438, LOT 3(29.10), NWNW (EXCL 3.0 ACS IN RSVR ROW WYW-020645) Sec 22: SW Sec 27: W2NE, W2, SE Sec 34: E2NW, NE, E2SW, SE
WY1180	BLM WYW-118159	ONAGER ENTERPRISES	12/01/89				SUBLETTE	T31N R109W Sec 34: W2NW T31N R108W Sec 27: W2NE, W2, SE

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								Sec 33: E2E2, SWNE, NWSE Sec 34: ALL Sec 35: W2W2 T31N R108W Sec 28: SWSW T31N R108W Sec 28: N2, SE T31N R108W Sec 28: N2SW, SESW
WY1182	BLM WYW-118157	ONAGER ENTERPRISES	12/01/89	108	410	268699	SUBLETTE	T30N R108W Sec 22: NW, W2SW, SESW, SE Sec 27: W2W2 Sec 28: ALL Sec 33: NE, N2NW Sec 34: S2NW, NESW T30N R108W Sec 23: N2NE, N2SENE, W2SW, W2E2SW, NENESW T30N R108W Sec 23: S2SENE, NWSE, SENESW, SESE, E2SESW T30N R108W Sec 23: NESE, SWSE
WY1184	BLM WYW-118166	ONAGER ENTERPRISES	12/01/89	107	639		SUBLETTE	T31N R109W Sec 5: LOT 3(39.72), 4(39.81), S2NW, SW Sec 6: LOT 1(39.88), 2(39.92), 3(39.96), 4(39.99), 5(15.50), 6(14.92), 7(40.00), 8(40.00),9(40.00), 10(40.00), 11(14.34),

745

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	County/Parish	Description
								12(13.75), 13(40.00), 14(40.00), S2NE, SE Sec 8: N2, SW, NWSE, E2SE Sec 17: ALL T31N R109W Sec 8: SWSE T31N R109W Sec 28: E2W2, NWSW, SWSE
WY1340	BLM WYW-144996	R A TROMBLEY	07/01/51	111	238		SUBLETTE	T30N R108W Sec 6: LOT 1 (38.71), 2 (39.13), S2NE T31N R108W Sec 29: W2 Sec 31: E2 T31N R108W Sec 19: SE, N2NE, SENE T31N R108W Sec 19: SWNE T31N R108W Sec 32: SWSW
WY1342	BLM WYW-144994	S J JELSO	07/01/51	11	231		SUBLETTE	T30N R108W Sec 5: LOT 1(36.84), 2(37.31), 3(37.79), 4(38.26), S2N2, SW, W2SE, NESE Sec 8: N2 T31N R108W Sec 30: E2 Sec 32: N2SW, SESW, NW T30N R108W

947

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
WY1344	BLM WYW-144993	FLOYD H SCHROEDER	06/01/51				SUBLETTE	Sec 5: SESE, NESE T31N R108W Sec 19: LOT 4 (20.93) FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 12,800 FEET AS ENCOUNTERED IN THE PINEDALE 13-19. T31N R108W Sec 19: LOT 4 (20.93) FROM 12,800 FEET AND BELOW T31N R108W Sec 19: LOT 3(20.71), E2SW FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 12,800 FEET AS ENCOUNTERED IN THE PINEDALE 13-19 T31N R108W Sec 19: LOT 3(20.71), E2SW FROM 12,800 FEET AND BELOW T31N R108W Sec 30: LOT 3(21.31), 4(21.43), E2SW LIMITED IN DEPTH FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 12,800 FEET AS ENCOUNTERED IN THE PINEDALE 13-19 T31N R108W

747

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref	County/Parish	Description
								Sec 30: LOT 3 (21.31), 4(21.43), E2SW FROM 12,800 FEET AND BELOW T31N R108W Sec 30: LOT 1(21.09), 2(21.21), E2NW Sec 31: LOT 1(21.59), 2(21.80), 3(22.02), 4(22.23), E2W2 T31N R108W Sec 19: LOT 1(20.27), E2NW T31N R108W Sec 19: LOT 2(20.49)
WY1373	BLM WYW-130224	MCLISH	09/01/93				SUBLETTE	T30N R108W Sec 19: LOT 1(49.08), 2(48.84), 3(48.61), SENW, E2SW, W2SE, SESE Sec 29: SW, W2SE Sec 33: SENW, N2SE, SESE Sec 34: NWSW, S2S2 Sec 35: S2SW
WY1378	WYW-130234	H.P. MCLISH	09/01/93	116	605		SUBLETTE	T30N R108W Sec 19: LOT 4(48.38) T33N R109W Sec 8: NW T33N R109W Sec 8: SWSE T33N R109W Sec 8: E2SE, NWSE

8442